

Department of Information Technology

Request for Proposal (RFP) For “Selection of Vendor for Supply, Installation & Maintenance of 500 ATMs to replace old CAPEX ATMs”

RFP REF NO: DIT/BPR & BTD/OA/1508/2018-19 Date: 27/06/2018

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's

Sl. No	Page no	Section/ Clause No.	Description	Description of Query/ Clarification sought by Bidder	Bank Response
1	82	7.1	Intel Core i3 processor 5th Generation or higher, with minimum clock speed of 2.6 GHz or higher with minimum 3MB cache	Requesting bank to modify the clause as - "Intel Core i3 processor 5th Generation or higher, with minimum clock speed of 2.6 GHz or higher with minimum 3MB cache OR equivalent Dual Core processor with min 1.6GHz or higher with min. 2GB RAM or higher sufficient to meet ATM functionalities"	Clause stands modified as Intel Core i3 processor 4th Generation or higher, with minimum clock speed of 2.6 GHz or higher with minimum 3MB cache and
2	82	7.1	4 GB DDR III RAM or higher and Upgradable to 8 GB RAM		4 GB DDR III RAM or higher and Upgradable to 8 GB RAM
3	88	12.12	Software should be preloaded with CEN 3.0 complaint XFS with cross vendor support	Requesting bank to modify the clause as - "Software should be preloaded with CEN 3.0 complaint XFS or Equivalent with cross vendor support"	Clause stands modified as "Software should be preloaded with CEN 3.0 complaint XFS or Equivalent with cross vendor support"
4	90	13.15	ATMs should have enabled dynamic windows password.	Requesting bank to modify the clause as - "ATM should have dynamic windows/Linux password"	Clause stand modified as "ATM should have enabled dynamic windows/Linux password"

5	91	14.11	ATMs Windows OS should be configured to work in a locked down / restricted mode (with non admin rights).	Requesting bank to modify the clause as - "ATMs Windows/Linux OS should be configured to work in a locked down / restricted mode (with non admin rights)."	Clause stands modified as "ATMs Windows/Linux OS should be configured to work in a locked down / restricted mode (with non admin rights)."
6	91	14.12	The Windows admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes.	Requesting bank to modify the clause as - "The Windows/Linux admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes."	Clause stands modified as "The Windows/Linux admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes."
7	93	18.1	ATMs should have inbuilt internal battery for the protection from power surges or outages and also till the completion of current running transaction and the same should be recorded in EJ/Image.	Requesting Bank to give more information on why this feature is required. Also, requesting bank to consider removing this clause.	Clause stands deleted
8	93	18.4	ATMs should have cutoff circuit, Isolator to protect the critical ATM electrical and electronic parts viz. SMPS, Mother Board, Hard Disk, Sensors etc. from sudden spikes in voltage/ current from UPS/ RAW power.	Request bank to remove the clause as the cutoff circuit, isolator are the not part of the ATM	The clause stands as per RFP
9	96	22.1	Should operate in a range of temperature from 10 degree	Requesting bank to modify the clause as - "Should operate in a range of	The clause stands modified as "Should operate in a range of temperature

			Centigrade to 50 degree Centigrade	temperature from 5 degree Centigrade to 45 degree Centigrade"	from 5 degree Centigrade to 50 degree Centigrade"
10	96	22.2	Should be capable of operating in range of relative humidity conditions from 5%to 95%	Should be capable of operating in range of relative humidity conditions from 5%to 95%	The clause stands as per RFP
11	35	4.69	Successful bidder should undertake the shifting of ATMs from one place to another in case of requirement after dispatch of the machine. Before dispatch of the machines,.....responsibility of the bidder to install the machine in new location at no extra cost to Bank.	We would request bank to modify and add the point in the existing clause : Bank to provide E-Way Bill for shifting ATMs from the existing site to new site."	The clause stands modified as "Bank will generate e-way bill."
12	49	5.15.1	In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late/incomplete Delivery & Installation"; 1.00(One) % ofLiquidated damages will be calculated per week on per site basis.	Requesting bank to modify the clause as - "In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late/incomplete Delivery & Installation"; 0.50(half) % of undelivered equipment (s) for each calendar week of delay or part thereof subject to maximum of 10% of order value will be imposed and will be deducted from the bill amount."	The clause stands as per RFP
13	21	2.1, Sl. No 2	The bidder submitting the offer should have minimum annual turnover of Rupees 20 Crores per year during last three financial years i.e. 2015-16, 2016-17 & 2017-18. Proof of Documents required/must be submitted: Copy of the audited balance	Requesting bank to modify the clause as - "The bidder submitting the offer should have minimum annual turnover of Rupees 20 Crores per year during last three financial years i.e. 2015-16, 2016-17 & 2017-18. Proof of Documents required/must be submitted: Copy of the audited balance sheet of the company for FY	The clause stands modified as "The bidder submitting the offer should have minimum annual turnover of Rupees 20 Crores per year during last three financial years i.e. 2015-16, 2016-17 & 2017-18. Proof of Documents required: Audited Balance Sheet for the financial year 2015-16 and 2016-17. Provisional

			sheet of the company showing turnover of the company for the consecutive last three years should be submitted	2015-16 and FY 2016-17 and Copy of balance sheet of the company for FY 2017-18 certified by a Chartered Accountant showing turnover of the company for the consecutive three years should be submitted"	Balance sheet for the financial year 2017-18. Auditor certificate should be submitted.
14	21	2.1, Sl. No 3	Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18). Proof of Documents required/must be submitted: Copy of the audited balance sheet	Requesting bank to modify the clause as - "Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18). Proof of Documents required/must be submitted: Copy of the audited balance sheet of the company for FY 2015-16 and FY 2016-17 and Copy of balance sheet of the company for FY 2017-18 certified by a Chartered Accountant"	The clause stands modified as "Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18). Proof of Documents required: Audited Balance Sheet for the financial year 2015-16 and 2016-17. Provisional Balance sheet for the financial year 2017-18 has to be submitted. Auditor's Certificate should be submitted.
15	41	5.7	Payment Terms: The balance 10% of value of the equipment will be paid after the warranty period or on submission of a performance Bank Guarantee (BG) to the Payment Authority for equivalent amount till warranty period.	Since clause 5.12.16 pages is about overall Penalty and Liquidated Damages at 10% of vale of the equipment. Requesting bank to Modify the payments terms as 70% on delivery and 30% on successful installation.	The clause stands as per RFP
16	30	4.31	On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours, else, the delay will be counted as downtime and penalty will be levied @ Rs. 1000/- per day for every day of delay beyond TAT up to maximum limit or Rs.0.50 lacs per instances.	Requesting bank to modify the clause as- "On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours, else, the delay will be counted as downtime and penalty will be levied @ Rs.500/- per day for every day of delay beyond TAT up to maximum limit of 50% of Quarterly AMC value of that ATM per instances."	The clause stands as per RFP

17	30	4.34	Successful Bidder shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI at no extra costs to the Bank	Requesting bank to modify the clause as- "Successful Bidder shall provide in a year one free engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI at no extra costs to the Bank."	The clause stands as per RFP
18	30	4.35	The Bidder should perform the various activities apart from scope of services defined during warranty and AMC at the instance of Bank like IP changing activities, changes in cassette configurations, assisting custodian to change combination lock password, loading of additional screens without any additional cost on account of Engineer visit charges during warranty and AMC period.	Requesting bank to modify the clause as- " The Bidder should perform the various activities apart from scope of services defined during warranty and AMC at the instance of Bank like IP changing activities, changes in cassette configurations, assisting custodian to change combination lock password, loading of additional screens without any additional cost on account of Engineer visit charges during warranty and at a mutually agreed cost during AMC period."	clause stands modified as "The Bidder should perform the various activities apart from scope of services defined during warranty and AMC at the instance of Bank like IP changing activities, changes in cassette configurations, assisting custodian to change combination lock password, loading of additional screens without any additional cost on account of Engineer visit charges during warranty and at a mutually agreed cost during AMC period
19	30	4.36	The successful bidder will be responsible for providing image data as and when required by retrieving from the machine physically without any cost to Bank. In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. Such data will have to	Requesting bank to modify the clause as- " The successful bidder will be responsible for providing image data as and when required by retrieving from the machine physically at a mutually agreed cost. In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. Such data will have to be provided within 48 hours from the requisition by the bank."	The clause stands as per RFP

			be provided within 24 hours from the requisition by the bank.		
20	33	4.54	The image/video data stored on hard disk should be periodically taken as backup and handed over to the concerned branch within stipulated timeframe. Cost of media for backup will be borne by successful bidder. In case the successful bidder fails to provide the image/ video data related to any event not older than 90 days when requested by the Bank, the loss or damage for not being provided the data will be recovered from the successful bidder.	Requesting bank to modify the clause as- "The image/video data stored on hard disk should be periodically taken as backup and handed over to the concerned branch within stipulated timeframe. Media for backup will be provided by Bank. In case the successful bidder fails to provide the image/ video data related to any event not older than 90 days when requested by the Bank, the loss or damage for not being provided the data will be recovered from the successful bidder."	The clause stands as per RFP
21	47	5.12.7	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment	Requesting bank to modify the clause as - "Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment impose penalty of @ Rs.500/- per Percentage up to maximum limit of 50% of Quarterly AMC value of that ATM."	The clause stands as per RFP
22	27	SCOPE OF WORK	The machines should have inbuilt software for enabling receipt printing in Hindi and English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Odia, Punjabi, Tamil and such other vernacular languages desired by the Bank.	Icons for regional languages should be provided by the bank.	The clause stands as per RFP

23	27	SCOPE OF WORK	Successful bidder will deliver along with the Cash Dispenser, 20 rolls of receipt paper of 400 meters each & 20 rolls JP Paper of 200 meters for each Cash Dispenser. The paper quality of each thermal printer paper should ensure print retention for up to six months.	OEM can provide only machine & not rolls	The clause stands as per RFP
24	27	SCOPE OF WORK	ATM should have inbuilt internal battery for protection from power surges or outages and also till the completion of current running transaction and the same should be recorded in EJ/Image.	We don't have inbuilt internal battery inside machine. We can implement this solution with UPS SNMP protocol, which can be managed by the bank.	The clause stands deleted
25	28	SCOPE OF WORK	Successful bidder has to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract including AMC with no additional cost to the bank. Successful bidder shall provide integration with the new switch without any extra cost to the bank. The schedule given by the bank will be obliged by the Successful Bidder.	Traveling/accommodation & visit charges will be applicable	Clause stands modified as" Successful bidder has to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract including AMC at mutually agreed cost. Successful bidder shall provide integration with the new switch at mutually agreed cost. The schedule given by the bank will be obliged by the Successful Bidder.
26	28	OS and software compatibility	In the event of Original Software Developer ceasing support to the existing operating system the successful bidder shall upgrade and install the latest higher version of operating system and all application software	We will provide windows 10 & we support for updates	The clause stands as per RFP

			supporting the operating software for satisfactory function of Cash Dispenser on all Cash Dispenser deployed with no extra cost to Bank. The successful bidder shall also upgrade hardware required to support the higher version of operating system at no extra cost to Bank during the Contract period(3 year warranty & 4 Year AMC).		
27	28	OS and software compatibility	The Successful bidder shall be responsible for timely applying/loading of all the software patches into all the individual Cash Dispenser, other Hardware's if any during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.	We will do patch up-gradation during PM activity.	The clause stands as per RFP
28	29	OS and software compatibility	Successful bidder to ensure that the time bound admin access to the OS is controlled by dynamic password.	OTP enable access	The clause stands as per RFP
29	29	Maintenance	During the Warranty and AMC period, the Successful bidder shall extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the Cash Dispenser problems, Up-gradation, supply, installation and implementation of upgraded versions of software (updates/upgrades),	we carry all these activates during PM visit	The clause stands as per RFP

			Rectification of Bugs/defects if any, quarterly preventive maintenance of Hardware/Software, reinstallation of firmware/software, reconnection of EJ agent whenever required without any additional cost.		
30	29	Maintenance	Cash Dispenser should have design which provides protection from Ants, Pests, Rodents, snakes etc. to infiltrate in the machine. The successful bidder have to arrange for replacement of the damaged part / replacement of machine as the case may be during the life of Cash Dispenser in case of any loss due to Ants, Pests, Rodents, snakes etc. Bank will not entertain any claim of any part damages by Ants, Pests, Rodents, Snakes etc. Successful bidder should ensure that their engineers confirm/verify the anti-rodent protection is in place at every visit so that there will not be any damage to ATMs.	We request bank or MSP to do pest control activity on the site before installation of machine	The clause stands as per RFP
31	36	EJ CONNECT ION	Successful bidder should load the Bank's approved software agent for EJ/Image pulling & Screen Content distribution and must coordinate with EJ/Image & Screen Content vendor to ensure that EJ pulling services are not disrupted. If the EJ agent	We would like to propose bank to carry out comprehensive UAT (including all software's) before deployment of machines.	Bank's approved EJ agent should be compatible with selected bidder Cash dispensers.

			is found to be disabled/disconnected, the successful bidder shall restore it with no extra cost to bank on T+1 basis. If the successful bidder/s is not able to rectify/resolve the disabled or disconnected sites for EJ pulling in co-ordination with Managed Service Provider, a weekly penalty of Rs.1000/- per incident per machine will be charged if the fault is pending beyond T+1 with Successful Bidder. Any loss/penalties suffered by Bank due to disconnection of EJ will be recovered from successful bidder.		
32	78	Technical Specification	ATM with front replenishment with a provision to support UIDAI enabled Biometric finger print scanners in future whenever Bank decides to implement the same without any additional cost to the Bank.	As per compliance, Bio metric device should be part of machine specification	Clause stands modified as "ATM with front replenishment support UIDAI enabled Biometric finger print scanners without any additional cost to the Bank."
33	80	Technical Specification	ATMs should have template for all new variants of notes as and when released. Vendor to provide details. Vendor should update the software to support all new variants currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank.	We request bank to consider extra visit charges for this activity	The clause stands deleted
34	83	Technical Specification	DVD Writer with latest specification and with controller	We recommend not to use DVD writer.	The clause stands deleted

		ion	card.		
35	85	Technical Specification	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by the vendor as per the Annexure XXII in consultation with the Bank at no additional cost.	We request bank to provide WAV files to the OEM or bidder	The clause stands as per RFP
36	85	Technical Specification	There should be support for text to speech for full-fledged voice guidance in case Bank wishes to implement voice guidance solution.	Bank requires TTS (Hindi & English) or WAV file solution. Please clarify	The clause stands as per RFP
37	85	Technical Specification	The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 1.3 or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per „PIN Protection Principles and Techniques”(PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware.	We request bank to consider EPP with PCI version 4.x	Clause stands modified as “The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 3.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per „PIN Protection Principles and Techniques”(PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware.”
38	85	Technical Specification	EPP keypad should be in conformance to PCI version 1.3 or above and ADA compliant with sealed metal keypad.	We request bank to consider EPP with PCI version 4.x	Clause stands modified as “EPP keypad should be in conformance to PCI version 3.x or above and ADA compliant with sealed

			Bidders to submit the Certificate for conformance to any of the international standards should be attached along with the offer.		metal keypad. Bidders to submit the Certificate for conformance to any of the international standards should be attached along with the offer".
39	86	Technical Specification	EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down, resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology/solution.	We have EPP shield cover covering all three sides only.	The clause stands as per RFP
40	86	Technical Specification	Conformance to PCI version 1.3 or above EPP Standards which should also support RuPay, VISA, MASTER & Diner cards.	We request bank to consider EPP with PCI version 4.x	Clause stands modified as "Conformance to PCI version 3.x or above EPP Standards which should also support RuPay, VISA, MASTER & Diner card"
41	88	Technical Specification	The vendor should also agree to install any third party software selected by the bank for EJ pulling at no extra cost to the bank as and when required.	We would like to propose bank to carry out comprehensive UAT (including all software's) before deployment of machines. Hence any new software deployment will happen in future will be chargeable to the bank.	The clause stands as per RFP
42	89	Technical Specification	Should have remote diagnostic agent to diagnose problems with the machine including, but not limited to part failure. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided mandatorily at no extra cost to the bank	This software need to be provide by bidder or bank	Clause stands deleted

43	89	Technical Specification	System Hardening /Terminal Security Solutions/Hard disk encryption/white listing application	We need more clarity from the bank on this point.	The clause stands as per RFP. RBI latest circular may be referred.
44	33	Scope of Work	Successful bidder has to ensure that DVR images are stored in Cash Dispensers on first-in-first-out basis at least for six months	Is a separate DVR required? Is the Bank expecting the images to be stored in the Bank ATM? & Is the Bidder supposed to do the integration?	No Separate DVR is required. Successful bidder has to take the back up of images on the hard disk of ATM machine itself.
45	79	Annexure-XI Technical Specifications, Pt.5.6	Secure Divert cassette bin with lock and key. (The currency Cassette should be standard / convenience type with all safety provisions for external sealing (Number Tag/ lock))	Please clarify that Divert cassettes can be supplied with Latch.	The clause stands as per RFP
46	83	Annexure-XI Technical Specifications, Pt.7.11	One parallel port, 3 or more ports accessible from front side, onboard audio (Machine should have the compatibility so as to support the functionality and specification defined in the RFP.	Parallel port is available in old systems only. We request bank to remove the same.	The clause stands as per RFP
47	84	Annexure-XI Technical Specifications, Pt.7.16	101 keys Keyboard integrated with Mouse operations (no separate mouse). In case of key board not integrated with mouse, bidders can provide separate mouse	Our machines not required keyboard/mouse for EOD operation. VDM can be used for EOD. We request bank to consider Keyboard/Mouse under optional items.	The clause stands as per RFP
48	88	Annexure-XI Technical Specifications, Pt.12.8	Should also provide support for third party software and up-gradation and distribution at no extra cost to the bank.	Please clarify on third party software and what kind of support required from OEM	Please refer clause no 12.16 and 12.17
49	96	Annexure-XI Technical Specification	One camera should be able to identify the notes being ejected by the machine and received by the customer.	Bank requested only two camera, one is for capturing face during transaction and other is room camera. Please clarify on the requirement of `Camera should	Clause stands modified as "One shutter camera should be able to identify the notes being ejected by the machine and received by the

		ions, Pt.21.12		be able to identify the notes being ejected by machine'. This fulfill requirement third camera required at cash slot.	customer". Second Camera should be integrated in the ATM and there should be provision for third camera integration.
50	97	Annexure-XI Technical Specifications, Pt.23.2	UIDAI certified finger print scanner/reader Level 1 with STQC Certified for Aadhaar enabled Payment System in the fascia with required software/application support to be provided.	As of now L0 certification only available from UIDAI. L1 specifications are not finalized by UIDAI. Kindly remove the requirement of L1 certification.	As there is L0 certification is available from UIDAI, bidder may submit the same. After finalisation of L1 certification by UIDAI, bidder has to submit L1 certificate without any additional cost to the Bank.
51	23	Selection process	Selection process of L1 Vendor	We request bank to consider for selection of two vendors at least with L1 & L2 prospective vendors with L2 matching the L1 Price so that bank is benefitted with best of the responses from all the prospective bidders and project is completed with in time. Most Bank has benefited by L1 and L2 CAPEX deployment in recent year as you will have two vendors working for you at least at one go.	The clause stands as per RFP
52	16	Eligibility criteria point 2 ,	Eligibility Criteria audited Balance sheet of 3 years including 2017-18	We follow the US Gap Accounting and the audited balance sheet for 2013-14 will only be available by September 2018. We shall submit the provisional balance sheet where the figures are captured for Bank to validate and shall undertake to submit the audited balance sheet by September 2018. Request for the same with amendment	Proof of Documents required: Audited Balance Sheet for the financial year 2015-16 and 2016-17. Provisional Balance sheet for the financial year 2017-18 has to be submitted. Auditor's Certificate should be submitted.
53	100	Eligibility criteria point 3	Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18).	Bank should look at companies with financial strength. Hence we request the Bank to amend this clause to "Bidder should have positive net profit for last three financial years (2015-16, 2016-17 &	The clause stands as per RFP

				2017-18)."	
54	100	Eligibility criteria point 4	Bidder should have executed the total order for at least 500 ATMs in Public Sector / Private Sector / Co-operative Bank's in India during the last three years collectively.	We request the Bank to amend this clause to "Bidder should have executed the total order for at least 500 ATMs of the proposed make & model in at least two Public Sector / Private Sector / Co-operative Bank's in India during the last three years collectively."	The clause stands as per RFP
55	26	Clause No 4.3	Selected bidder should certify that full range of technology support in the form of hardware/software/spares and maintenance will be available for minimum 7 years.	Request the bank to keep the technology support for 5 years.	The clause stands as per RFP
56	27	Clause No 4.8	The machines should have inbuilt software for enabling receipt printing in Hindi and English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Odia, Punjabi, Tamil and such other vernacular languages desired by the Bank.	The machines supports uni code and qill need bank switch support for this to be controlled centrally.	The clause stands as per RFP
57	29	Clause No 4.28	During the Warranty and AMC period, the Successful bidder shall extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the Cash Dispenser problems, Up-gradation, supply, installation and implementation of upgraded versions of software (updates/upgrades), Rectification of Bugs/defects if any, quarterly preventive	During warranty the upgrades are to be kept out and to be worked at agreed cost as needed. Request the bank to amend this.	The clause stands as per RFP

			<p>maintenance of Hardware/Software, reinstallation of firmware/software, reconnection of EJ agent whenever required without any additional cost</p>		
58	32	Clause No 4.42	<p>The selected Successful bidder/s will also have to provide mandatorily remote diagnostic services by installing necessary agents on each CD and connecting through secure means to their Centre in India. These services are meant to diagnose and predict any problems with the CD including but not limited to predicting parts failure (such as card reader, dispenser, transport mechanism or other critical and non-critical parts) and pro-actively replacing parts, carrying out preventive maintenance or specific maintenance services to ensure uninterrupted services on the CD</p>	Request the bank to keep this as part of MS services	Clause stands deleted
59	34	Clause No 4.58	<p>In future, pursuant to RBI or any other regulatory authority's directives for any development / implementation for any functionality, or due to Industry level changes or as per Bank's requirement, (which may require software/ hardware changes), the same should be provided to the Bank without any additional</p>	Since the mandates are not known this has to be worked out on case to case basis and development/change in software hardware at mutually agreed cost	The clause stands as per RFP

			cost		
60	34	Clause No 4.59	Bank may require starting new product/functionality/features in future on these machines. The successful bidder to provide any patch support (if required for such new functionality/feature) free of cost to the Bank during contract period for successful implementation	Any new feature which require development/customization would be worked at mutually agreed cost	The clause stands as per RFP
61	34	Clause No 4.62	The successful bidder should provide one Cash Dispenser of same configuration / features as a test bed to the Bank free of cost. The same has to be delivered and installed at address advised by the Bank. The UAT & Preproduction test has to be completed within 15 days of acceptance of purchase order with integration of the switch. The switch compliance certificate has to be obtained from Euronet Switch. The UAT & Preproduction tests signoff has to be done with Bank with ref. to the scope	We would need bank support to liaise with Euronet switch to meet the 30 days timeline post issuance of PO to have the switch readiness in terms of bank deliverables	Clause stands modified as "The successful bidder should provide one Cash Dispenser of same configuration / features as a test bed to the Bank free of cost. The same has to be delivered and installed at address advised by the Bank. The UAT & Preproduction test has to be completed within 30 days of acceptance of purchase order with integration of the switch. The switch compliance certificate has to be obtained from Euronet Switch. The UAT & Preproduction tests signoff has to be done with Bank with ref. to the scope"
62	34	Clause No 4.66	The Successful bidder should provide all the software and other utilities required for facilitating integration, interface with Digital Image Surveillance Systems, Alarm Systems, E-Surveillance System, Multi-Vendor Software for these Cash	OEM will provide all details, Any integration and testing with third party software will be need to be done at mutually agreed cost	The clause stands as per RFP

			Dispensers without any additional cost to the Bank.		
63	36	Clause No 4.70	The Cash Dispenser should be Biometric Enabled and EMV Chip Enabled. Successful Bidder should integrate with the bank switch or any other switch in future if Bank migrates to other switch during contract period as & when required by bank at no extra cost to bank	OEM will provide one time integration, Any changes in future will be need to be done at mutually agreed cost. The current biometric reader supplied will be L0 certified only.	clause stands modified as "The Cash Dispenser should be Biometric Enabled and EMV Chip Enabled. Successful Bidder should integrate with the bank switch or any other switch in future if Bank migrates to other switch during contract period as & when required by bank at mutually agreed terms.
64	48	Clause No 5.13	Functionality Required	All details are to be supported from Switch side	The clause stands as per RFP
65	66	Clause No 5.19	Whether ITM Euronet switch certification for the particular model of the machine attached?	We will submit a self-certificate to the Bank that we will integrate with ITM Euro net Switch post issuance of order and before rollout. It is any way running in the currently in esteemed bank. So request you to amend this to self-certification by vendor. Switch certification will be provided within 4 – 6 weeks of issuance of PO. This is because if we lose the RFP commercially we don't want to spend. No other Bank insists on certification. Request the bank to amend this clause accordingly	The clause stands as per RFP
66	82	Clause No 7.4	Linux/Microsoft Windows 10 with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the CD. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for Linux, Bidders	Currently Win 10 is under release and request bank to provide Windows 7 software. This will be upgraded to Win 10 as this is certified.	The clause stands as per RFP

			shall upgrade to the latest Linux version at no extra cost to the Bank. ATM operating system should be upgraded with latest service pack and patches at no extra cost to Bank on timely manner as and when required.		
67	83	Clause No 7.7	The license should be client based. In case of replacement of old ATM with new ATM, the same license can be used	Yes	Clause stands deleted
68	87	Clause No 10.2	Inbuilt software for enabling receipt printing in English as well as regional languages like Hindi, Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil and such other vernacular languages	Controlled by Logo file printing controlled by switch commands, Required PCX files to be provided by bank	The clause stands as per RFP
69	87	Clause No 12.1	Should be capable of connecting with Bank's Database / Core Banking Solution (CBS) using ISO 8083 & above message format / standard.	The ATM connects to bank switch on DDC/NDC, kindly confirm the need to connect to CBS and ISO protocol	The ATM connection requires with Switch only.
70	88	Clause No 12.15	Software should be capable of implementing/ customizing for finger-print registration and Biometric authorization application as required by the Bank.	Request bank to provide Message specs and implementation details needed for effort estimates	The clause stands as per RFP
71	88	Clause No 12.19	Should have remote diagnostic agent to diagnose problems with the machine including, but not limited to part failure. This service including proactive rectification of problems	Request the bank to keep this as part of MS services	Clause stands deleted

			reported by remote diagnostic agent will have to be provided mandatorily at no extra cost to the bank		
72	89	Clause No 12.20	ATMs should mandatorily have remote diagnostic services by installing necessary agents on each ATM and connecting through secure means to their center in India. These services are meant to diagnose and predict any problems with the ATM including but not limited to predicting parts failure (such as card reader, dispenser, transport mechanism or other critical and non-critical parts) and pro-actively replacing parts, carrying out preventive maintenance or specific maintenance services to ensure uninterrupted services on the ATM. Monitoring tool should be accessible to bank team also through appropriate console. Cost of these services will have to be borne by the selected Bidder/s and will be included in the cost of ATM quoted for the entire duration of the contract.	Request the bank to keep this as part of MS services	Clause stands deleted
73	92	Clause No 15.9	Updating the Anti-Virus software will be the responsibility of the selected bidder also the bidder	We request the Bank to remove the Antivirus requirement as in absence of up-dation of virus definitions owing to lower bandwidth on VSATs, the anti-virus is rendered ineffective. Moreover we will be supplying Terminal Security solution which will take care of all the	The clause stands as per RFP

				requirements.	
74	92	Clause No 15.10	Will be responsible for OS up-gradation, OS hardening, installation of service pack, and patch files without any cost to bank.	OS up-gradation will be separate and at mutually agreed cost. Please amend this clause accordingly	The bidder has to submit self-certification regarding OS hardening. Bank may conduct third party audit in future in this regard.
75	94	Clause No 19.3	ATM should be provided with Anti-virus solution. Updating the Anti-Virus software will be the responsibility of the selected bidder also the bidder will be responsible for OS hardening, installation of service pack, and patch files	With the Security solution requested in RFP, Antivirus will not be needed for additional security, Moreover data up-gradation will be challenge on ATM network with provided band with, Request bank to keep this out of scope. We will however do hardening and whitelisting. Moreover we will be supplying Terminal Security solution which will take care of all the requirements.	The clause stands as per RFP
76	97	Clause No 24.1	ATMs installed should be talking ATMs for persons with visual impairment. It should support Regional languages, Hindi and English. Bidder has to provide & maintain the required software at no additional cost to Bank. Audio/WAV files for voice guidance functionality to be provided by the selected bidder in consultation with the Bank at no additional cost. The Bidder to provide CDs which support 3 languages including regional language and this functionality should be enabled.	ATM will be provided with TTS supporting 2 languages, Wav files needed will need bank to provide requested files with switch support	The clause stands as per RFP

77	89	Clause No 13.2	The solution of monitoring the software for security should be managed from a central point of management and should work with any standard ATM agent monitoring solution	The monitoring service will be done by bank and required Hardware & Software Infrastructure to be provided by Bank	End to end implementation required to be done by selected at no extra cost to bank.
78	11	Submission of Bid as-point NO. 1.2.4	Annexures-XVI to be included in Technical Bid	Annexure-XVI -Acceptance Certificate can be submitted by selected bidder only after the supply and installation . So kindly amend the BID	Annexure-XVI- Acceptance Certificate- required to submitted by the bidder post ATM installation to paying authority.
79	62	point no. 18,1,Annexure XI	Grouting	We recommend for Grouting to be done through Anchor fasteners. CD has the provision for 4 bolts and can be done. There are challenges to do grouting through concrete platforms as the site work is not done by us. The sites are generally handed over with flooring and for doing the concreting all these have to be dug, which will damage all the tiles already laid. Request for Grouting through Anchor Fastener	The clause stands as per RFP
80	8	Submission of Bid as-point NO. 1.2.4	Annexures to be included in Technical Bid	Annexure-XVI -Acceptance Certificate Annexure-XXII-ATM DVSS hand over certificate can be submitted by selected bidder only after the supply and installation. So kindly amend the BID.	Annexure-XVI- Acceptance Certificate- required to submitted by the bidder post ATM installation to paying authority & Annexure XXII- DVSS handover required to be submitted by vendor at the time of quarterly AMC claim.
81	28	Functionality clause no 5.11	Card Less Transaction	Please note that CD is capable of for being used for this function depending on "Switch Functionality" , so request to change it to 'Capable of card Less Transaction"	The clause stands as per RFP
82	24	Delivery & Installation-5.5.4	The installation of machine will be deemed to complete when all the Hardware/Software /	In the event of the Equipment not being installed for any reason not on account of any fault and/or delay on behalf of	The clause stands as per RFP

			products specified in Annexure-XI have been supplied, implemented and made operationalized as per the specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any hardware, system software, related problems during successful installation and operationalization of the machine before the final sign off/verification.	the selected bidder within 10 days of delivery to the site in spite of giving written information or email communication regarding issues leading to non installation of the Equipment to the Bank , the same shall be considered as deemed installation and the Bank shall be liable to pay to the selected bidder the amounts as stated in the invoice as per the payment terms & condition mentioned herein. Request The Bank also to sign the Deemed Installation Certificate as per the format to be shared by the selected bidder. It is to be agreed that non-signing of the Deemed Installation Certificate by the Bank shall not absolve the Bank from making payments as stated herein. Request bank to kindly incorporate the same amend the RFP accordingly	
83	41	WARRANTY & AMC Clause No 5.9	warranty 3 year from installation	Request for warranty of 1 year from the date of installation/ Deemed installation. Please amend the RFP	The clause stands as per RFP
84	41	Clause No 5.9.1	Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipment's.	Third party product not acceptable. This may effect the functioning of the ATM. Also DN cannot guarantee the performance and uptime for any such ATM. Please	The clause stands as per RFP
85	42	Clause No 5.9.2.3	Preventive maintenance activity should be carried out once in a quarter and report should be submitted to the Bank duly signed by the Branch officials with seal	For Onsite ATM Branch signoff can be provided. For off-site ATMs custodian signoff will be provided	Preventive maintenance activity should be carried out once in a quarter and report should be submitted to the Bank duly signed by the Branch officials with seal. In case of Offsite location, same will be signed by authorized ATM

					custodian.
86	46	Clause No 5.12.7	Penalty	Max penalty to be capped at 5% of the AMC value	The clause stands as per RFP
87	42	Clause No 5.9.2.4	AMC payments	Request Bank to make payments centrally for AMC	The clause stands as per RFP
88	45	Clause No 5.10.2	The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the ATM/ Equipment. "Restoration" is the condition when the selected bidder demonstrates that the ATM is in working order and the Bank acknowledges the same	The calculation of downtime should exclude non OEM dependencies like CRA delays, no access to site, night calls etc.	The clause stands as per RFP
89	109		Annexure-XIX-commercial Bid format	There is no place for quoting Unit Buy Back price but Buy Back price for Total 500 ATM is to be provided. It may happen that all these ATMs are taken under Buy Back by bank during project period. So request bank to have a line item for Buy back Price for Unit/Per ATM	Refer revised Commercial bid
90			Optional Items	New FL CD installation may not feasible in Old CAPEX sites due to poor condition of sites. As UCO interior works are built in wooden materials and after some years its worn out due to climatic changes. Its highly recommended to renovate the interior with ACP,	The clause stands as per RFP

				electrical works, new AC, stabilizer, signages & UPS prior to new CD installation according to site / TIS inspection report. In this regards cost should consider in bidding / optional items.	
91			Extension of BID submission date	Please note that we will require 20 working days from the Pre bid Reply by esteemed bank for internal approvals for bid submission. So request you kindly extend the bid submission date accordingly	Kindly refer control sheet given in the RFP
92	12	Clause No 1.2.16	The Price Bid must include all required software including licenses, all hardware and network equipment along with specification, Model No, Part No and Price Tag covering warranty period of three years and four years Annual Maintenance Contract (AMC Cost). The Price Bid should also include all applicable taxes such as Sales/VAT/Service/ Waybill etc. as per Annexure-I & II. The Octroi/ Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.	Please clarify on the hardware requirements here & also under GST vendor cannot pay on behalf of Bank. Bank has to pay for waybill	Bank will generate e-way bill
93	21	Eligibility Criteria Sl. No 2	The bidder submitting the offer should have minimum annual turnover of Rupees 20 Crores per year during last three financial years i.e. 2015-16, 2016-17 & 2017-18. This must be the individual company turnover and not of any group of	Turnover of Rs. 20 Cr is too low for an RFP of this size. Request bank to reconsider 100 CR minimum turnover	The clause stands as per RFP

			companies		
94	26	Clause No 4.2	The Successful Bidder must ensure before delivery that operating system as specified in Annexure-XI, is hardened to block the services which are not required. The Successful Bidder should provide complete solution to take care of intrusion detection, port scans and other virus attacks.	ATM once installed will be connected to bank's network and successful bidder will not have any control to Bank's network, thus we request the Bank to restrict this obligation till installation of the ATM and request revised clause and restrict Bidder's responsibility to keep the ATM free from any malware/virus worms, Trojans till the date of installation of ATM.	The clause stands as per RFP
95	27	Clause 4.1	ATMs should have vinyl wrapping as per Bank's branding. The vinyl wrap of the ATM will be on the lower front portion of the ATM along with adjacent two sides and Bank will provide the CDR file of the artwork. Bidder should ensure that vinyl wrap should have a life of minimum warranty period of 3 year plus 4 year of AMC period	Contradictory between 4.10 and 4.12. If vinyl Wrap has to be done, Is colour branding required?	Clause stands deleted
96	27	Clause No 4.12	Cash Dispenser/ATMs deployed will be colour branded as documented in the Site Standardization Manual of the Bank.		The clause stands as per RFP
97	28	Clause No 4.19	Successful bidder has to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract including AMC with no additional cost to the bank. Successful bidder shall provide		The clause stands as per RFP

			integration with the new switch without any extra cost to the bank. The schedule given by the bank will be obliged by the Successful Bidder.		
98	28	Clause No 4.20	<p>The Successful bidder must ensure before delivery that operating system is encrypted and hardened to block the services which are not required. Successful bidder has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence . The successful bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, successful bidder to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time. If any loss occurs to the bank due to not following the mentioned items then the successful bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or</p>	<p>ATM once installed will be connected to bank's network and successful bidder will not have any control to Bank's network, thus we request the Bank to restrict this obligation till installation of the ATM and request revised clause and restrict Bidder's responsibility to keep the ATM free from any malware/virus worms, Trojans till the date of installation of ATM.</p>	<p>For clarity, all RBI issued control measure & guideline must be complied in satisfaction with bank.</p>

			bill raised by bank whichever is earlier.		
99	28	Clause 4.22	Up-gradation of the software/replacement of hardware component pertaining to Cash Dispenser, for the purpose of enhancing their functionality to meet mandatory compliance from concerned authorities or by bank. Any up-gradation should be completed within 30 days from the date of request from the Bank without any extra cost to the bank.	While we can ensure compliance to the regulatory requirement applicable as on the date of submission of response to the RFP, it is difficult to envisage what changes will happen in the regulatory compliances requirements in future and what corresponding changes will be needed to the ATM or software. We therefore request the Bank to kindly modify this clause to mean that all the regulatory compliance requirements till the date of RFP submission will be with no extra cost to the Bank and any changes thereafter will be based on terms as mutually agreed between the successful bidder and Bank.	Clause stands modified as "For upgradation of software pertaining to cash dispenser for the purpose of enhancing their functionality to meet mandatory compliance from concerned authorities or by bank with no extra cost to bank. For replacement/addition of hardware component, if required, to meet mandatory regulatory compliances will be done on mutually agreed terms".
100	28	Clause No 4.24	In future, if any configuration changes are required in the Cash Dispenser, it should be done by the successful bidder during warranty and AMC period at no extra cost to the Bank. However, Bank will intimate the successful bidder well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely. However If successful bidder personnel is required at the remote place as informed by the Bank, the successful bidder shall arrange the personnel to make such	It is difficult to envisage what configuration changes will be required in the Cash Dispenser in future and what will be the cost and efforts involved in making these changes. We therefore request the Bank to kindly modify this clause to mean that all the configuration changes requirements to meet the technical specifications mentioned in Annexure XI of this RFP will be done by the Bidder with no extra cost to the Bank and any changes need to meet any additional requirements will be based on terms as mutually agreed between the successful bidder and Bank.	clause stands modified as "In future, if any configuration changes are required in the Cash Dispenser, it should be done by the successful bidder during warranty and AMC period at mutually agreed terms. However, Bank will intimate the successful bidder well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely. However If successful bidder personnel is required at the remote place as informed by the Bank, the successful bidder shall arrange the personnel to make such configuration/cooperation at the respective location at mutually agreed terms.

			configuration/cooperation at the respective location at no extra cost to bank.		
101	34	Clause No 4.60	The Successful Bidder shall undertake any recalibration/reconfiguration on account of changes required by Govt. of India and Regulatory guidelines without any extra cost to the Bank during the warranty and AMC period.	While we can ensure compliance to the regulatory guidelines applicable as on the date of submission of response to the RFP, it is difficult to envisage what changes will happen in the regulatory guidelines in future and what corresponding recalibration/reconfiguration will be needed to the ATM or software. We therefore request the Bank to kindly modify this clause to mean that all the regulatory guidelines requirements till the date of RFP submission will be with no extra cost to the Bank and any changes thereafter will be based on terms as mutually agreed between the successful bidder and Bank.	Clause stands deleted
102	34	Clause 4.61	Cash Dispenser deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the Bidder shall arrange for its compliance/ up-gradation without any extra cost to the Bank.	While we can ensure compliance to the regulatory guidelines applicable as on the date of submission of response to the RFP, it is difficult to envisage what changes will happen in the regulatory guidelines requirements in future and what corresponding changes will be needed to the ATM or software. We therefore request the Bank to kindly modify this clause to mean that all the regulatory compliance requirements till the date of RFP submission will be with no extra cost to the Bank and any changes thereafter will be based on terms as mutually agreed between the successful bidder and Bank.	The clause stands as per RFP

103	35	Clause No 4.69	Cash Dispenser deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the Bidder shall arrange for its compliance/ up-gradation without any extra	Change in place of delivery to be restricted to before dispatch of the goods from warehouse. After dispatch change of delivery location not permissible, as the new GST rules will not allow diversion of goods outside the original state where the goods were initially shipped. Also there will be an additional cost involved for diversions, if the new location is a different city other than the originally invoiced /dispatched location. this is to cover up the additional transportation cost which will be incurred.	The query is not relevant to the clause
104	38	Clause No 5.5.1	The selected bidder shall deliver the machines within Six Weeks in North East Area and in states where road permit is needed and within Four weeks in rest of the country from the date of receiving the purchase order over e-mail/letter and operationalize it within 1 week from the date of receiving the intimation over e-mail/letter from the Bank failing which the Bank reserves its right to levy liquidated damages.	Request this to be increased to seven weeks to North east Area and Fiver weeks for rest of the country.	The clause stands as per RFP
105	38	Clause No 5.5.6	The successful bidder is required to transport the Goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, shall be arranged by the bidder,	The Bidder can arrange the transit insurance till the time of delivery to the site. Once the material is delivered it would become the Banks asset and the bidder will have no control on the same. Later to delivery in site, Bank is requested to arrange for storage insurance.	The transit insurance of the items will be arranged by the successful bidder up to delivery location only.

			and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.		
106	85	Annexure –XI, Technical Specification	There should be support for text to speech for full-fledged voice guidance in case Bank wishes to implement voice guidance solution.	Functionality for Visually Impaired Persons is available with Text to Speech platform which is as per RBI and only supports English and Hindi language. For VI preparation we required TXN details from bank end.	The clause stands as per RFP
107	40	Clause No 5.6	<p>DISPOSAL OF OLD ATMs/CASH DISPENSERS</p> <p>The Bank proposes to offer approximately 500 ATMs under buyback. The machines under buyback may not necessarily be from the site where new machine is to be installed. The number of ATMs under buyback may not be in the ratio of 1:1 and may be less than 1:1. The vendor must agree to buyback of existing Diebold, NCR, Vortex and Wincor make ATMs on "AS IS WHERE IS" basis. The entire process of removing of old ATMs from the existing sites will be done by selected bidder without any extra cost to the Bank. Wherever necessary, the vendor should also undertake de-installation of existing CDs/ATMs and installation of new ATM on the same day to minimize the</p>	<p>The machines under buy back , if the old ATM site is different from the new ATM site , request the bank to consider a nominal charges for the take back. As there are two different locations involved the cost of transportation and manpower are different, and request bank's consideration for the additional cost. For replacements on the site where the new machine is delivered in the same place of the new ATM, it can be done free of cost and for all buyback orders, Bank should be providing the GST invoice to the extent of the buyback cost finalized as per the RFP. And the old machine pickup will happen only against this invoice , and for penalty calculations this date of invoice handover by the bank has to be considered</p>	Buyback of ATMs will be covered under issuance of new ATM purchase order. In purchase order department will mention whether it is a new order or replacement order with buyback. Selected bidder required to remove the ATMs before installation of new ATM with a maximum downtime of one day.

			downtime of ATMs and handover the hard disk, EPP, Currency cassette of the old ATM to the respective branches. This should be done as part of the project and vendor should take back existing ATM and install the new ATM simultaneously. Bank will release the payment to the vendor after adjustment of the cost of old ATMs/CDs (buyback cost) finalised as per RFP on confirmation of replacement & removal of old ATMs from sites. The Purchase Order will specify whether it is replacement order under buyback.		
108	40	Clause No 5.7	70% of the value of the equipment will be paid after delivery, completion of successful installation of the ATM and the same going live on UCO Bank's network. The payment will be made on receipt of the invoices	The Bank is aware that ATM going live on Bank's network is dependent on factors within the control of the Bank such as availability of 3 phase power supply, network connectivity etc. If the vendor has completed the installation of ATM and for reasons not attributable to the vendor ATM cannot go live on the Bank's network within 7 days of delivery, then the Bank is requested to release 90% of the payment.	The clause stands as per RFP
109	46	Clause No 5.12.5	If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a	The Bank is requested to define the penalty / liquidated damages that that Bank intend to charge the vendor. The Bank is also requested to clarify if these penalty / liquidated damage is over and above the SLA penalty and other liquidated damage stipulated in the	The clause stands as per RFP

			suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance	RFP.	
110	49	Clause No 5.15.1	In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late/incomplete Delivery & Installation"; 1.00(One) % of undelivered equipment (s) for each calendar week of delay or part thereof subject to maximum of 10% of order value will be imposed and will be deducted from the bill amount. UCO BANK reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated per week on per site basis.	Request this to be in line with the Lead times requested which is 7 weeks for North east and 5 weeks for all other locations in India. And request the maximum to be capped at 5% of the order value	The clause stands as per RFP
111	33	Clause No 5.20	Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in	With respect to IP infringement we agree to indemnify the Bank subject to Bank follows following process: <ul style="list-style-type: none"> • Bidder's IP indemnification obligations are to defend the Bank for any IP infringement claim against the Bank by the IP owner, and pay any court awarded damages or any settlement that Bidder agrees to. • The IP infringement indemnification obligations of Bidder are subject to Bidder getting prompt notice, sole 	The clause stands as per RFP

		<p>the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc. due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Vendor with</p>	<p>control of the IP infringement claim and requested support from the Bank.</p> <ul style="list-style-type: none"> • The IP infringement indemnification obligations do not include any claim based on a combination of the products provided by Bidder with products not provided by the Bidder. • Bidder will be allowed to take all reasonable actions with respect to the accused products to mitigate any infringement claim; and • The above is Bidder's entire obligations and the Bank's sole remedy for IP infringement. <p>With respect to third party claim, we understand that the bank intends to hold Bidder liable for any third party claims against the Bank to the extent same is relating (a) non-compliance of applicable laws, (b) death or personal injury; or (c) breach of confidentiality and same is caused by gross negligence or willful misconduct of the bidder and we will pay all court costs and monetary damages finally awarded by the court, if Bank gives (1) prompt written notice of the claim; (2) all requested information about the claim; (3) reasonable cooperation and assistance; and (4) sole authority to defend and settle the claim.</p>	
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			<p>the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc. due to acts of Vendors representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.</p> <p>The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> • Non-compliance of the vendor with Laws / Governmental Requirements 		
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			<ul style="list-style-type: none"> • IP infringement • Negligence and misconduct of the Vendor, its employees, and agents • Breach of any terms of RFP, Representation or Warranty • Act or omission in performance of service. <p>Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. The vendor shall not indemnify the Bank for</p> <p>(i) Any loss of profits, revenue, contracts, or anticipated savings or</p> <p>(ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.</p>		
112	54	Clause No 5.23	Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors,	Bidder is required to indemnify the bank against loss, liability, claims or proceedings through action of vendor's employees, agents, contractors, sub-	The clause stands as per RFP

			subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender	contractors etc. The written demand by the bank as to the loss / damages shall be final, conclusive and binding on the Bidder and the Bidder shall be liable to pay on demand, without any contestation / demur, the actual amount of such loss / damage subject to max of the contract price.	
113	56	Clause No 5.28.4, 5.28.5, 5.28.6 and 5.28.7	The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidders offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract	ATM prices are decided upon the (a) contract length i.e. deployment period; (b) commitment of minimum quantity; (c) configuration; and (d) terms and conditions such as payment term, LD, support requirement, taxes, AMC commitment etc. Therefore we cannot agree to the Bank's requirement of passing on better prices to Bank without such qualifications neither we can agree to comply with the obligations as contain din the scope document in relation to equipment procured from third party. Thus we propose following clause instead of existing clause 5.26 of the RFP: Bidder represents that the prices of all ATM ordered by the Bank from the Bidder will be, at the time of purchase, comparable to or better than the prices being offered by it to any governmental end-user customer of the Bidder engaging in a similar overall volume of business with Bidder who purchases the same or similar ATM in like committed quantities, and within similar time frames, within the same geographic area, and under terms and	The clause stands as per RFP

			finalization.	conditions substantially similar to those between Bidder and Bank. Bank's sole remedy in the event of a breach of this representation is to receive like or comparable prices for ATM.	
114	72		the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the	We understand that the bank intends to hold us liable for any third party claims against the Bank to the extent same is relating (a) non-compliance of applicable laws, (b) death or personal injury; or (c) breach of confidentiality and same is caused by gross negligence or willful misconduct of the successful bidder and we will pay all court costs and monetary damages finally awarded by the court, if Bank gives (1) prompt written notice of the claim; (2) all requested information about the claim; (3) reasonable cooperation and assistance; and (4) sole authority to defend and settle the claim. Thus we propose following clause to the Bank: "Obligor will defend at its expense any claim brought against the Bank by any other person to the extent same is relating (a) non-compliance of applicable laws, (b) death or personal injury; or (c) breach of confidentiality and is caused solely by Obligor's negligence or willful misconduct and will pay all court costs and monetary damages finally awarded, if Bank gives (1) prompt written notice of the claim; (2) all requested information about the claim; (3) reasonable cooperation and	The clause stands as per RFP

			environmental damages, if any, which may occur during the contract period.	assistance; and (4) sole authority to defend and settle the claim."	
115	78	Clause No 3.4	The OTC lock software should be capable of Real-Time updating of all ATM activities done across the country, including generation of Close seal, Duress opening & Lock Battery status etc.	Please clarify, As far as we are aware there is no solution which gives real time update	clause stands deleted
116	79	Clause No 5.7 & 5.8	Number tag/Lock	Please clarify Number tag. Is the bank talking of Latch?	Number tag refers to latch
117	82	Clause No 7.1	5th Generation or higher	Please remove the clause	The clause stands as per RFP
118	83	Clause No 7.8 & 7.9	Intel Q67 Express Chipset with Intel/OEM Motherboard or equivalent or higher. Plug and Play Flash BIOS	Please clarify the requirement here	The clause stands as per RFP
119	83	Clause No 7.5	(Linux/ Windows 10 or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the CDs.	ATM once installed will be connected to bank's network and successful bidder	The clause stands as per RFP
120	83	Clause No 7.6	OS hardening (with Firewall) and should protect against unauthorized booting from alternative media & an access to CD hard disk. CD should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system. CD should be pre-	will not have any control to Bank's network, thus we request the Bank to restrict this obligation till installation of the ATM and request revised clause and restrict Bidder's responsibility to keep the ATM free from any malware/virus worms, Trojans till the date of installation of ATM.	The clause stands as per RFP

			installed with whitelisting application solutions. Successful bidder must provide Whitelisting solution with following features- 1) The solution must ensure that only "whitelisted" applications run on the CD. 2) The solution must prevent the execution of any non-whitelisted files on the machine Bidder to provide standard whitelisting solution which should meet above requirements and should come preloaded in the CDs to be supplied and installed by the successful bidders.		
121	90	Clause No 13.13	All ATMs should be adequately hardened and only white listed necessary services should run on the machines. No malware including viruses, worms & Trojans should be able to enter the machine and affect the ATM and the network.		The clause stands as per RFP
122			New clause requested by the Bidder	We request the Bank to kindly accept addition of following limitation of liability clause: "IN NO EVENT WILL BIDDER BE LIABLE TO BANK FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, LOSS OF TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. BIDDER WILL NOT BE CUMULATIVELY LIABLE TO YOU FOR ANY	No additional clause can be added

				AMOUNT GREATER THAN THE PURCHASE PRICE, FEES AND CHARGES SET FORTH IN THE APPLICABLE ORDER."	
123	87	Clause No 11.7	Solution should include an EJ Viewer and should support centralized EJ Pulling. While pulling EJ, the same should be non-editable by using encryption/ checksum/any other solution.	EJ solution not being provided by bidder. Please delete clause	Clause stands deleted
124	89	Clause No 13	System Hardening/Terminal Security Solution	Please confirm if bank will provide Software, Servers, Hardware & third party solutions and infra for deploying the solutions	End to end implementation required to be done by successful bidder at no extra cost to bank.
125	91	Clause No 14.12	The Windows admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes.	Can the solution be hosted out of bidder premises as done for other customers?	The solution should be hosted in Bank's premises.
126	85	Annexure -XI, Technical Specification	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by the vendor as per the Annexure XXII in consultation with the Bank at no additional	As per Annexure XXII this functionality uses TTS(Text To Speech Engine) functionality not WAV files. And this is available only in two languages English and Hindi.	The clause stands as per RFP

			cost.		
127	95	Clause No 21.1	DVR (Digital Video Recorder) provided	A video recording solution is required or only Image capture. Please clarify	Only image capture required and should have provision to connect with ATM
128	97	Clause No 24	It should support Regional languages, Hindi and English.	Currently on English & Hindi is available in all the solutions in the market. Kindly amend clause.	The clause stands as per RFP
129	109		Commercial Bid	Request Bank to make the RFP exclusive of GST	Refer revised commercial bid
130			General	Request Bank to Consider L1 L2 split in RFP. To avoid dependency on 1 vendor.	The clause stands as per RFP
131	27	Scope of Work, Clause No 4.8	The machines should have inbuilt software for enabling receipt printing in Hindi and English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Odia, Punjabi, Tamil and such other vernacular languages desired by the Bank.	Icons for regional languages should be provided by the bank.	The clause stands as per RFP
132	27	Scope of Work, Clause No 4.9	Successful bidder will deliver along with the Cash Dispenser, 20 rolls of receipt paper of 400 meters each & 20 rolls JP Paper of 200 meters for each Cash Dispenser. The paper quality of each thermal printer paper should ensure print retention for up to six months.	OEM can provide only machine & not rolls	The clause stands as per RFP
133	27	Scope of Work, Clause No 4.19	Successful bidder has to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract including AMC with	Traveling/accommodation & visit charges will be applicable	The clause stands as per RFP

			no additional cost to the bank. Successful bidder shall provide integration with the new switch without any extra cost to the bank. The schedule given by the bank will be obliged by the Successful Bidder.		
134	28	OS AND SOFTWARE COMPATIBILITY, Clause No 4.23	The Successful bidder shall be responsible for timely applying/loading of all the software patches into all the individual Cash Dispenser, other Hardware's if any during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.	we will do patch up-gradation during PM activity.	The clause stands as per RFP
135	29	Maintenance, Clause No 4.29	Cash Dispenser should have design which provides protection from Ants, Pests, Rodents, snakes etc. to infiltrate in the machine. The successful bidder have to arrange for replacement of the damaged part / replacement of machine as the case may be during the life of Cash Dispenser in case of any loss due to Ants, Pests, Rodents, snakes etc. Bank will not entertain any claim of any part damages by Ants, Pests, Rodents, Snakes etc. Successful bidder should ensure that their engineers confirm/verify the anti-rodent protection is in place at	We request bank or MSP to do pest control activity on the site before installation of machine	The clause stands modified as "Cash Dispenser should have design which provides protection from Ants, Pests, Rodents, snakes etc. to infiltrate in the machine. The successful bidder have to arrange for replacement of the damaged part / replacement of machine as the case may be during the life of Cash Dispenser in case of any loss due to Ants, Pests, Rodents, snakes etc. Bank will not entertain any claim of any part damages by Ants, Pests, Rodents, Snakes etc."

			every visit so that there will not be any damage to ATMs.		
136	30	Maintenance, Clause No 4.31	On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours, else, the delay will be counted as downtime and penalty will be levied @ Rs. 1000/- per day for every day of delay beyond TAT up to maximum limit or Rs.0.50 lacs per instances. This penalty will be apart from downtime penalty.	On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours, else, the delay will be counted as downtime and penalty will be levied @ Rs. 500/- per day for every day of delay beyond TAT up to maximum limit or Rs.0.50 lacs per instances. This penalty will be apart from downtime penalty.	The clause stands as per RFP
137	30	Maintenance, Clause No 4.34	Successful Bidder shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI at no extra costs to the Bank.	We request bank to consider extra visit charges for this activity	The clause stands as per RFP
138	81	Technical Specification, Clause No 6.8	Cash Dispenser must also have biometric authentication capability with finger -print reader as per Aadhaar specifications. The Cash Dispenser should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank.	We would like to propose bank to carry out comprehensive UAT (including all software's) before deployment of machines. Hence any new software deployment will happen in future will be chargeable to the bank.	The clause stands as per RFP
139	85	Technical Specification,	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in	We request bank to provide WAV files to the OEM or bidder	The clause stands as per RFP

		Clause No 8.9	all the three languages to be provided by the vendor as per the Annexure XXII in consultation with the Bank at no additional cost.		
140	85	Technical Specification, Clause No 9.1	The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 1.3 or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per „PIN Protection Principles and Techniques”(PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware.	We request bank to consider EPP with PCI version 4.x	Clause stands modified as “The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 3.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per „PIN Protection Principles and Techniques”(PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware.”
141	86	Technical Specification, Clause No 9.6	EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down, resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology/solution.	We have EPP shield cover covering all three sides only.	The clause stands as per RFP
142	89	Technical Specification, Clause No	Should have remote diagnostic agent to diagnose problems with the machine including, but not limited to part failure. This	This software need to be provide by bidder or bank	Clause stands deleted

		12.19	service including proactive rectification of problems reported by remote diagnostic agent will have to be provided mandatorily at no extra cost to the bank		
143	12	Clause No 1.2.18	The bidder shall keep the price valid for two year from the date of Agreement.	Pricing will be subject to fluctuations in foreign exchanges and statutory charges and taxes, which needs to be borne by the Bank.	The clause stands as per RFP
144	13	Clause No 1.2.20	Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty.	Similarly any increases will be borne by the Bank.	The clause stands as per RFP
145	21	Eligibility Criteria	The bidder submitting the offer should have minimum annual turnover of Rupees 20 Crores per year during last three financial years i.e. 2015-16, 2016- 17 & 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of the Audited balance Sheet for 2015-16 and 2016-17 are available, however the Financial Audit for 2017-18 is in process ,so we request you to allow CA certificate to be submitted indicating the Turnover and Positive Net worth	Proof of Documents required: Audited Balance Sheet for the financial year 2015-16 and 2016-17. Provisional Balance sheet for the financial year 2017-18 has to be submitted. Auditor's certificate has to be submitted.
146			Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.		
147			Bidder should have positive net worth for last three financial years (2015-16, 2016-17 & 2017-18).		The clause stands as per RFP
148	66	24..3.1.2 & Annexure	Technical Evaluation points in Annexure K and Annexure IV	There is NO Annexure K in the RFP. Kindly amend this accordingly	Clause stands modified as " Technical Evaluation points in Annexure-XI"

		IV	point 2 -page 66		
149	24	Commercial Evaluation	The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work .Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.	We request bank that any further hardware, software licenses required to meet the performance criteria of the Bank should be at Mutually agreed cost , because we cannot predict cost of the efforts required in software as well as any hardware up-gradation required in future to meet the Performance Criteria.	The clause stands as per RFP
150	27	SCOPE OF WORK, Implementation	Successful bidder will deliver along with the Cash Dispenser, 20 rolls of receipt paper of 400 meters each & 20 rolls JP Paper of 200 meters for each Cash Dispenser. The paper quality of each thermal printer paper should ensure print retention for up to six months.	Successful bidder will deliver along with the Cash Dispenser, 1 roll of receipt paper of 400 meters each & 1 roll JP Paper of 200 meters for each Cash Dispenser.	The clause stands as per RFP
151	28	Clause No 4.18	It is the responsibility of the bidder to obtain necessary licenses from Euronet Switch	Bank will ensure to provide necessary support and require Euronet to provide license and other support to the Successful Bidder.	The clause stands as per RFP
152	28	Clause No 4.20	The successful bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team	Bank to provide the requirements before the execution of contract.	The clause stands as per RFP
153	28	Clause No 4.21	In the event of Original Software Developer ceasing support to the existing operating system the successful bidder shall upgrade	Any up-gradation required, statutory or otherwise, by the Bank shall be at additional cost to the Bank which can be derived upon mutually.	In the event of Original Software Developer ceasing support to the existing operating system within 7 years (3 years warranty & 4 years of AMC

			and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of Cash Dispenser on all Cash Dispenser deployed with no extra cost to Bank. The successful bidder shall also upgrade hardware required to support the higher version of operating system at no extra cost to Bank during the Contract period(3 year warranty & 4 Year AMC).		period), the successful bidder shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of Cash Dispenser on all Cash Dispenser deployed with no extra cost to Bank. The successful bidder shall also upgrade hardware required to support the higher version of operating system (if required) at mutually agreed cost during the Contract period (3 year warranty & 4 Year AMC).
154	28	Clause No 4.28	During the Warranty and AMC period, the Successful bidder shall extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the Cash Dispenser problems, Up-gradation, supply, installation and implementation of upgraded versions of software (updates/upgrades), Rectification of Bugs/defects if any, quarterly preventive maintenance of Hardware/Software, reinstallation of firmware/software, reconnection of EJ agent whenever required without any additional cost.	Any up-gradation required, statutory or otherwise, by the Bank shall be at additional cost to the Bank.	The clause stands as per RFP
155	30	Clause No 4.31	On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed	We request bank to remove this Penalty clause. It is very much stringent.	The clause stands as per RFP

			within 48 hours, else, the delay will be counted as downtime and penalty will be levied @ Rs. 1000/- per day for every day of delay beyond TAT up to maximum limit or Rs.0.50 lacs per instances. This penalty will be apart from downtime penalty.		
156	30	Clause No 4.34	Successful Bidder shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI at no extra costs to the Bank	Any regulatory requirements issued after the bidding shall be complied on chargeable basis only which shall be mutually discussed and agreed upon.	The clause stands as per RFP
157	31-32	Clause No 4.42	The selected Successful bidder/s will also have to provide mandatorily remote diagnostic services by installing necessary agents on each CD and connecting through secure means to their Centre in India. These services are meant to diagnose and predict any problems with the CD including but not limited to predicting parts failure (such as card reader, dispenser, transport mechanism or other critical and non-critical parts) and pro-actively replacing parts, carrying out preventive maintenance or specific maintenance services to ensure uninterrupted services on the CD. Monitoring tool should be accessible to bank team also	Please clarify Monitoring of ATM is part of the scope and is to be done by ATM Vendor.	clause stands deleted

			through appropriate web portal. Cost of these services will have to be borne by the Successful bidder/s and will be included in the cost of CD quoted for the entire duration of the contract.*CD-Cash Dispenser		
158	32	Clause No 4.44	Consumables: Bank will consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls. All other items must be covered under Warranty & AMC.	Currency Cassette, Locks & lock cutting also should be added in consumable list.	The clause stands as per RFP
159	32	Clause No 4.45	The Cash Dispenser should be capable of working without air-condition environment	The Maximum Temperature is Up to 45 Degree & bank should ensure proper ventilation in ATM Lobby.	The clause stands as per RFP
160	32	Clause No 4.50	The Successful bidder shall provide all necessary support including training to the MSP and installation of EJ client on each machine. The report of the MSP will be considered as final for arriving at end-user availability for the purpose of SLA and penalty calculation. Now the same support should be given to bank.	OEM vendor should be given chance to validating such penalty calculation by MS vendor & post acceptance from OEM vendor penalty should be processed.	The clause stands as per RFP
161	34	Clause No 4.58	In future, pursuant to RBI or any other regulatory authority's directives for any development / implementation for any functionality, or due to Industry level changes or as per Bank's requirement, (which may require software/ hardware changes), the same should be provided to the Bank without any additional	Any regulatory required issued after the bidding shall be complied on chargeable basis only which shall be mutually discussed and agreed upon.	The clause stands as per RFP

			cost		
162	35	Clause No 4.69	Successful bidder should undertake the shifting of ATMs from one place to another in case of requirement after dispatch of the machine. Before dispatch of the machines, if bank changes the delivery address then successful bidder should execute the revised work order. The price quoted should be inclusive of all expenditures incidental to shifting including dismantling, packing, loading, unloading, unpacking, transit insurance, de-installation and reinstallation and transportation charges. The cost of transit insurance will be borne by the successful bidder and should be included in the cost of the machine. If the machine is installed in initial location then only Bank will bear the cost of shifting including transit insurance. It is the responsibility of the bidder to install the machine in new location at no extra cost to Bank.	Shifting of ATM from one location to the other location will be done at cost. Transporter will charge us for shifting of ATM from the Original location to the new locations this charges will be passed on to Bank.	Bank will inform the bidder about change of location before dispatch of ATM. If there is inter-state location change and there is requirement of e-way bill, the same will be provided by the Bank.
163	36	Part V, Order Details, Clause No 5.1	The Bank intends to deploy 500 Cash Dispensers over a period of 24 months through a rate contract. Quantity mentioned above is only indicative and likely to increase or decrease	As this RFP is for Replacement of Old CAPEX ATM , the deployment can be done in much shorter period instead of spreading over a period of 24 months it can be done with in 6 months' time and also since we will be working on the	The clause stands as per RFP

			based on Bank's requirement. Bank will issue specific work order for each of the installation with location details.	commercial for 500 ATMs , it is not feasible to decrease the quantity.	
164	37	Clause No 5.30	The vendor need to execute a Service Level Agreement (SLA) with UCO Bank covering all terms and conditions of this RFP, Pre-bid Response and subsequent addendum/corrigendum.	SLA shall be as per the terms and conditions which is mutually agreed between Bank and the Bidder.	The clause stands as per RFP
165	37-38	Clause No 5.4, PBG	The vendor, within 30 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as per Annexure-C of the RFP, issued by any scheduled commercial bank equivalent to 10% of the average cost of the ATMs (Average cost of 500 ATMs each) valid for 24 months with 3 months additional claim period from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned. Successful bidder has to submit fresh Bank guarantee covering 10% amount of AMC of ATMs till the AMC period with 3 months claim period of ATMs installed at that particular time through this RFP. The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to start the project within the stipulated time	Our understanding is that it should be submitted at the end of 3rd year and before the AMC tenure starts. Please Clarify	The clause stands as per RFP

			or start of the project is delayed inordinately beyond the acceptable levels or in the event of non-performance of obligation or failure to meet terms of SLA during the contract period (3 year warranty and 4 years of AMC), the Bank shall be entitled to invoke the Performance Bank Guarantee without notice or right of demur to the Vendor. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any or all conditions specified in the document. Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within stipulated time. this is independent of the LD on delivery and installation		
166	38	Clause No 5.5.7	Bank reserves right to request diversion of machines from one site to another either in transit or yet to be dispatched except for diversions from non-entry / road permit state sites to states that require entry / road permit.	In case bank requires diversion then the timelines for delivery shall not apply. Further Bank shall be liable to bear the cost of insurance, warehousing and other incidental cost.	In case Bank requires diversion then the timeline for delivery will be one week
167	41	Clause No 5.7	Bank's decision as regards replacement of the defective part or the entire ATM shall be	Should be mutually discussed and agreed upon.	The clause stands as per RFP

			final, conclusive and binding on the selected bidder		
168	42	Clause 5.9.1	Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipments.	ATM OEM cannot Warranty for any other supplemental hardware, if UCO bank buys form any certified third party and install it in the ATM, the equipment supplied shall become void form warranty in such cases.	The clause stands as per RFP
169	46	Clause 5.12	Penalties	Penalties if any to be levied shall be levied only after it is mutually discussed and agreed with the Bidder. The bank cannot levy any penalty at its discretion. Levying of such penalty shall not be acceptable.	The clause stands as per RFP
170	46	Clause 5.12.4	ATMs kept down by successful bidder for replacement of parts on chargeable basis due to fluctuation in powers, AC not working, damage due to rodents will be considered under downtime and a penalty will be levied accordingly.	This should not be considered for Penalty since fluctuation in powers, AC not working, damage due to rodents are not in ATM Vendors control	The clause stands as per RFP
171	46-47	Clause 5.12.7	The selected bidder shall ensure uptime of individual ATMs (to be calculated on quarterly basis). If the selected bidder fails to guarantee the required uptime, the Bank shall, for every one percent or part thereof decreases in guaranteed quarterly uptime for each ATMs/equipment, impose penalty as mentioned below.	Uptime should be calculated for the Entire Network of ATM and not on individual ATM as per industry practice.	The clause stands as per RFP
172	49	Clause 5.14.2	The Selected bidder is required to guarantee that exchange rate fluctuations, changes in	Pricing will be subject to exchange rate fluctuations and changes in taxes and charges	The clause stands as per RFP

			import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid		
173	49	Clause 5.14.3	The Selected bidder shall keep the price valid for a period Two year from the effective date of Agreement.	Pricing will be subject to exchange rate fluctuations and changes in taxes and charges.	The clause stands as per RFP
174	49	Clause 5.14.4	Prices quoted by the selected bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.	Pricing will be subject to exchange rate fluctuations and changes in taxes and charges	The clause stands as per RFP
175	49	Clause 5.15	LD	Bank shall not be entitled to levy any liquidated damages. It is already levying penalty. Liquidated damages, if any required, to be levied shall be levied only after it is mutually agreed with the Bidder and not otherwise.	The clause stands as per RFP
176	52	Clause 5.2	In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.	In case of cancellation of order for any reason whatsoever, the Bank shall forthwith pay the balance amount to the Bidder. Bidder shall not be entitled to refund any amount to the Bank. Bank shall be liable to accept the Equipment for which it has placed order and make payments to the Bidder In case the Bank requires to appoint any other vendor then it shall be at the Banks own cost. Bidder shall not be liable to bear any cost/ liability for the same.	The clause stands as per RFP

177	52	Clause 5.21	Indemnity	Bank shall also indemnify the Bidder for (i) breach of the Banks obligations, (ii) any infringement by the Bank, its employees or service provider on the IP of the Bidder and (iii) death or damage to any personnel or property of the Bidder while in the premises of the Bank. Bidder shall not indemnify the Bank for any indirect, incidental, special or consequential losses or damages howsoever occurred to the Bank.	The clause stands as per RFP
178	54	Clause 5.23	Compliance to labour act	In case of any increase in minimum wages or charges or taxes relating to labour act after the bidding, the same shall be reimbursed/ borne by the Bank.	The clause stands as per RFP
179	58	Clause 5.31	Effects of termination	In case of termination for any reason whatsoever, the Bank shall be liable to accept the equipment for which it has already placed an order and shall make payments for the same. Further the bank shall forthwith make all balance payments to the Bidder. Reverse transition, if any, required by the Bank shall be at additional cost to the Bank.	The clause stands as per RFP
180	71	Annexure VII	Deed of indemnity	Indemnity shall be valid only till the validity of the agreement and not beyond that. Further Bidder shall not be liable for any indirect, incidental, special, consequential loss or damages howsoever occurred to the Bank.	The Deed will be valid for entire contact period i.e. Seven years
181	110-111	OPTIONAL ITEMS			The bidder has to include extra items required for the project in optional item list. Non-inclusion of items in the list, if required later on, the Bank will not pay any extra cost.

182			The last date of bid submission was 26/07/2018 at 03:00 PM and opening of technical bid was on 26/07/2018 at 03:30 PM.	The last date of bid submission was extended up to 08/08/2018 at 03:00 PM and opening of technical bid was extended up to 08/08/2018 at 03:30 PM.	
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Revised Commercial Format

(Amount in ₹)

Sl. No	Description	Unit Price (X)	GST %	GST amount (Y)	Unit Total Price Z= (X+Y)
1	Cost of Front Loading Automated Teller Machine (with 3 year warranty) as per the technical & functional specifications given in the RFP.				
2	AMC for Front Loading ATM for 4 th year				
3	AMC for Front Loading ATM for 5 th year				
4	AMC for Front Loading ATM for 6 th year				
5	AMC for Front Loading ATM for 7 th year				
6	TOTAL COST OF 500 ATMs WITH AMC				
7	BUY BACK COST FOR UNIT ATM				
8	BUY BACK COST FOR 500 ATMs				
9	TOTAL COST OF OWNERSHIP (Sl. No 6+ Sl. No 8)				
10	TOTAL COST OF OWNERSHIP (in Figures)				
11	TOTAL COST OF OWNERSHIP (in Words)				

Note:

1. L1 bidder will be selected based on the lowest **Total Cost of Ownership (TCO)** mentioned in the above table.
2. In case of any discrepancy between figures & words, the amount in words shall prevail.
3. Bidders should strictly quote in the format and for periods as mentioned above.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
5. Bank, at its own discretion and as per its own requirement, may ask for revised commercial bid for any circumstances that may appear during the period of contract.
6. TCO will be calculated exclusive of applicable taxes i.e. GST.
7. AMC should be kept at 6% of the unit cost of ATM.

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation: