

## Request for Proposal (RFP) for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project

(RFP REF NO: UCO/DIT/28/2015-16 Dated: 06/04/2015)

### Clarifications / Replies to the Pre-Bid queries raised by the bidders

S. No.	RFP Content	Query	Response
1	The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground.	Kindly elaborate the Normalization process	After studying all technical proposals, in case of requirement of any normalisation in Bill of materials, the same shall be advised to all bidders.
2	Bidders shall also submit a copy of the total bid in a separate single sealed Outer cover duly sealed and superscripted "BID for Supply, Installation & Maintenance of Micro ATMs (Devices) with End to End Solution for Financial Inclusion Project SUBMITTED BY ..... ON ..... DUE DATE ....." (Duplicate Copy).	Is it Compulsory to submit 2 Technical Bid Document?	Yes
3	The bidder has to provide necessary user training to Bank's staff and / or its authorized personnel free of cost at dealing officials of the Bank. Bidder has to provide softcopy of user manual, training material etc.	Where will the training take place?	End User Training to handle and use the device shall be provided to BC/Bank staff in a batch of around 100 person at respective ZONAL office. There are 48 Zonal offices of the Bank.

4	The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.	Do we have to submit the softcopy of the bid document also?	Yes
5	Cost of Two Units of Hardware Security Module (HSM) with support of minimum 30 TPS scalable up to 100 TPS	Kindly Explain 30TPS scalable up to 100 TPS	Initially the HSM should support at least 30 TPS which is scalable up to 100 TPS.
6	Bank reserves right to purchase either Micro ATMs or HSM Units OR Combination of both devices as mentioned Table-1 during the entire contract period	Can one Bidder bid for only Micro ATMs or only HSM Units?	No, Bidder has to bid for end to end Solution.
7		Kindly let us know whether the consortium is allowed or not.	Either the OEM or Service provider should be the prime bidder who can make consortium arrangements with their partners.
8	The bidder submitting the offer should have minimum annual turnover of Rupees 25 Crores per year during last three financial years i.e. 2011-2012, 2012-2013 and 2013-2014. This must be the individual company turnover and not of any group of companies.	Keeping in view of the project value it is suggested to have companies with more turnover i.e 100 Cr for successful implementation.	No Change in RFP Clause

9	The bidder should have at least 100 service centres own or with Franchisee / third party tie up arrangement across the country and should be capable of expanding the service centres to support the Bank's proposed Micro ATMs	We have more than 100 service engineers PAN India who are providing support to various banks and other Govt Departments. We request you to consider having Resident service engineers instead of having brick and mortar branches or offices.	No Change in RFP Clause
10	Bidder to ensure that the Micro-ATMs devices should be compatible with the banks FI gateway / ATM switch applications through APIs and get certified from approved vendor at their own cost.	If bank changes switch providers /gateway due to any reasons, who will bear the cost of integration of changes and further certification	Integration of the middleware should be standardised as per the API published by the Bank at the time of integration. The changes due to change in API shall be covered through change request scope.
11	The Vendor will bring in all the required technology and infrastructure, including hardware, software, personnel, technical services, connectivity; maintenance, provide training and operational support for the end-to-end infrastructure supporting the bank.	Request you to confirm if the hardware w.r.t server and other connectivity like GPRS has to be provided by vendor	Infrastructure required for said end to end solution has to be provided by the bidder. As mentioned in the RFP clause 4.27 bank shall share server, OS, database and Internet for FI gateway middleware.
12	Device, Application and the transaction processing system environment has to be PCI-DSS and PA-DSS certified. The selected vendor will be responsible to incorporate the necessary changes time to time required for certification PCI-DSS and PA-DSS without any extra cost to the Bank.	In case of any change in business logics by bank. The solution may require PA DSS certificate. In such instance who will bear the certification charges of such cases. Request the bank to clarify.	Cost of any changes due to statutory authority guidelines, Micro ATM Standards etc has to be borne by bidder
13	PCI (Payment Card Industry) PED (Pin Entry Device) for POS fully integrated with the device.	We are the OEM's of Micro ATM's and we have supplied to major banks directly or through System Integrators with deployment base of more than 50K. Micro ATM 1.5.1 does not describe	Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories like external PIN PAD. However entire device itself shall comply to Micro ATM Standard 1.5.1

		to have a integrated PIN PAD. All the RFP's that was released was with external PIN PAD. There is no INDIAN Manufactures who have Integrated PIN PAD devices. Therefore we request the bank to consider using External PIN PAD.	
14	The bidder should have at least 100 service centres own or with Franchisee / third party tie up arrangement across the country and should be capable of expanding the service centres to support the Bank's proposed Micro ATMs.	We request the Bank to please replace Service centres with collection points of the Micro ATM devices. Also, since the Bank requires a support centre for every location having 100 or more Micro ATM installation base, and total expected quantity requirement of the Bank is 4500 devices, we request the bank to please amend the quantity of collection points to 50 across the country.	No Change in RFP
15	The L1 Bidder will be selected on the basis of the amount quoted for proposed solution quoted by them as per Annexure-XXII.	Since the Bank plans to procure a large quantity of approx. 4500 Micro ATM devices, we request the Bank to please amend and split the purchase of the devices to L1, L2 and L3 bidders with 40%, 30% and 30% share respectively, provided L2 and L3 bidders matches the L1 Bid.	No change in RFP Clause

16	<p>Ø No advance payment will be made.</p> <p>Ø 70 % of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc and submission of invoice with proof of delivery, installation and successful commissioning.</p> <p>Ø 20% of Total cost of Implementation for Hardware and System Software after 30 days of live run.</p> <p>Ø The balance 10% 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 and tenure and an installation report duly certified by Branch along with acceptance certificate as per Annexure P.</p>	<p>We request the Bank to please amend the payment terms to:</p> <p>Ø 40% on Delivery of Micro ATM devices.</p> <p>Ø 30 % of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc and submission of invoice with proof of delivery, installation and successful commissioning.</p> <p>Ø 20% of Total cost of Implementation for Hardware and System Software after 30 days of live run.</p> <p>Ø The balance 10% 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 and tenure and an installation report duly certified by Branch along with acceptance certificate as per Annexure P.</p>	No Change in RFP Clause
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17	Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories. Bank's procuring micro ATMs may choose to award higher technical scores for particular form factors, or optional features, which meet their own business requirements. & PCI (Payment Card Industry) PED (Pin Entry Device) for POS fully integrated with the device.	These clauses are contradictory to each other. Kindly clarify if the bidders are supposed to propose all in one integrated devices with Integrated PIN Pad, or PCs, Mobiles, Tablets with accessories to comply to existing Micro ATM standards.	Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories like external PIN PAD. However entire device itself shall comply to Micro ATM Standard 1.5.1
18		What is the Normalization Process and its Parameters	After studying all technical proposals, in case of requirement of any normalisation in Bill of materials, the same shall be advised to all bidders.
19		What is the Scope and Quantum of training	End User Training to handle and use the device shall be provided to BC/Bank staff in a batch of around 100 person at respective zonal office. There are 48 Zonal offices of the Bank.
20		What is expected in Enrolment Application? Is camera required for capturing customer photograph? [The same is not given in Commercial template]	As the enrolment application is eKYC based, camera is not required.
21		Charges for developing and implementing technological advancement techniques will be negotiated with bank separately. Pls clarify.	The bidder is expected to propose an end to end solution for the scope given in the RFP with the terms and conditions mentioned thereon.

22		Please elaborate Exit / Contract re-negotiation clauses.	Please refer to clause 5.24 mentioned in the RFP.
23		EMV compliance is mandatory (Page 53) OR optional (Page 56). Pls clarify	EMV Compliance is mandatory
24		Is only integrated PIN Pad is allowed OR there can be external PIN pad if it's PCI-PED compliant? As per Micro ATM Standard, it can be single device OR with accessories / peripherals.	Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories like external PIN PAD. However entire device itself shall comply to Micro ATM Standard 1.5.1
25		"End-to-End Solution (inclusive of technology and support services) would be outsourced to one or more eligible Vendor initially or for a defined period as decided by the Bank as per terms mentioned in the RFP" - Pls clarify if it is to be distributed among more than one vendors and if yes then in what proportion?	Bank intends to select one bidder who is responsible to provide end to end solution as per the scope mentioned in the RFP within the terms and conditions mentioned there on.

26		In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product. - Pls clarify whether more than one SI (Bidder) can bid for a single OEM product?	Yes. Provided if the OEM is not bidding directly.
27	Many Scope of work	We would require the necessary integration and interface specifications from the Bank.	Shall be shared with the identified vendor.
28	Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories	HCL Micro ATM device has external PCI-PTS certified PINPAD connected through USB. Need confirmation from bank on the acceptance for this solution.	Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories like external PIN PAD. However entire device itself shall comply to Micro ATM Standard 1.5.1
29	Certified devices should carry the Aadhaar logo on the device	Need clarification about whether Aadhaar logo to be printed on Micro ATM device or Biometric Scanner.	Yes



30	The scanner should be capable of encrypting the minutiae/ ISO template and the APDU should support to extract the encrypted structure	Currently finger print captured in biometric scanner and ISO 2 minutia provided to Micro ATM application. Encryption done in Micro ATM application and sent to NPCI. Need confirmation from bank about whether this approach is ok?	Said RFP clause is clear in this regard.
31	Ability to read QR code from the Aadhaar letter, of size 21mm x21mm, 600 DPI, and Error Correction code Level M (Medium).	Optional requirement of QR code reader can be met with external add-on device. Please confirm.	It is optional requirement. Bidder has to suggest their solution in bid document.
32	EMV Level 1 and Level 2 certification as per specifications given in the RFP	In Page # 56, it is mentioned as "EMV capability is currently optional". Please clarify whether it is mandatory or optional.	Mandatory.
33	Contactless smart card readers compliant to ISO 14443 A and B cards (for all four types of NFC tags) and ISO/IEC 18092.	Understood Contactless card reader is optional requirement. But contact (chip) card reader is not mentioned in the requirement. Pls clarify whether contact card reader required or not.	Both Contactless and Contact card readers are optional. But the system should be upgradable without any additional cost to the bank.
34	All Micro ATM devices should be certified by STQC to meet the technical specifications as defined by UIDAI.	As per our understanding, STQC certifies Biometric sensors only. There is no certification for Micro ATM device as a whole. Pls clarify.	Clause refers to Biometric sensors attached or integrated as a part of Micro ATM.
35	Device, Application and the transaction processing system environment has to be PCI-	For PCI-DSS and PA-DSS, there will be a cost involved for which we request the	Cost of any changes due to statutory authority guidelines, Micro ATM Standards etc has to be

	DSS and PA-DSS certified. The selected vendor will be responsible to incorporate the necessary changes time to time required for certification PCI-DSS and PA-DSS without any extra cost to the Bank	Bank to consider a commercial consideration for the same, e.g. either a one-time Payment Compliance upgradation fee or a monthly service fee for the same.	borne by bidder
36	<p>4. The Bidder should have also experience in implementing end to end solutions, key management solutions, transaction processing solutions and integration experience with FIG, CBS and ATM Switch.</p> <p>Copy of purchase order or reference letter of the organization evidencing the experience to be enclosed in executing end to end solutions, key management solutions, transaction processing solutions and integration experience with FIG, CBS and ATM Switch.</p>	As per RFP floated by other major PSU Banks, Banks have looked for an experience of either of FIG gateway or CBS integration or Switch integration of the bidder. Though Majorly Micro ATM's are integrated directly with FIG. We would request Bank to kindly bring in more clarity on this point. Kindly confirm whether Bank is looking for experience of all or either of any functions like FIG integration, CBS integration. We request Bank to consider a certificate where experience of executing end to end solutions, Financial & Non-Financial Transaction under Financial Inclusion Project and integration with Financial Inclusion Gateway.	Bank expects experience in implementing end to end solution involving Financial & non-Financial message based transactions. The bidder or their partner is also expected to have experience in integrating micro ATM devices with any Gateway and switching applications.
37	Rs. 50,00,000 /- (BG)(Rupees Fifty Lacs Only)	We request bank to reduce a Bank Guarantee to 5,00,000/- (Rupees Five Lakh only) .	No Change in RFP Clause

38	The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of Bank Guarantee having validity period for 180 days from the date of opening of Technical Bid in the format given in the RFP. The EMD amount is Rs 50,00,000 (Rupees Fifty Lacs Only) issued by any scheduled commercial bank operating in India.		No Change in RFP Clause
39	Last Date Of Bid Submission - 24th April'2015	It is requested to bank to consider the extension of bid submission date till 15th May'2015.	No change in RFP clause
40	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 one year and two years Annual Maintenance Contract (AMC Cost). The Price Bid should also include all applicable taxes such as Sales / VAT / Service/ Waybill etc. The Octroi/ Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.	Different Banks have different Tax Structure. Since, Bidder are not clear on the state dispatch numbers, we would request bank to kindly do the comparison of TCO excluding VAT/ Sales Tax.	No Change in RFP Clause
41	4.3. Bidder to ensure that the Micro-ATMs devices should be compatible with the banks FI gateway / ATM switch applications through APIs and get certified from approved vendor at their own cost.	We would request bank to kindly negotiate one price with respective FIG and Switch player so all bidders can do loading of same amount in order to bring uniformity	Cost of any changes due to statutory authority guidelines, Micro ATM Standards etc has to be borne by bidder.

42	4.11. In addition to security features deployed in the technology, vendor's operational procedures should ensure protection of the bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc).	Request Bank to kindly confirm how bidder can be saved Bank from human errors as this has to be operated by Bank officials / BC	Application shall be designed in a robust manner to obviate scope of data manipulation/theft and stop known human error.
43	4.12. Vendor will take due care of the support infrastructure so as not to cause disruptions to services to the customers. The vendor should either repair defective Micro-ATM or any part or replace within 48 hours from the day he receives such Micro-ATM.	We would request bank to kindly dispatch the defected machine to nearest service centre in order to have fast solution.	Collection and dispatch of machine from delivery location is responsibility of the selected Vendor.
44	4.25. Device, Application and the transaction processing system environment has to be PCI-DSS and PA-DSS certified. The selected vendor will be responsible to incorporate the necessary changes time to time required for certification PCI-DSS and PA-DSS without any extra cost to the Bank.	We would request bank to kindly negotiate one price with respective FIG and Switch player so all bidders can do loading of same amount in order to bring uniformity	No Change in RFP Clause
45	5.5.1 The selected bidder shall ensure commissioning of proposed interfacing solutions including HSM based Key Management application tested with the client application in at least one of the proposed model of Micro ATMs within 4 weeks of date of issuance of Purchase Order.	We request bank to increase the time frame from 4 weeks to 10-12 weeks.	No change in RFP Clause

46	5.5.2 The selected bidder shall deliver the micro ATM devices 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 receipt of the order from the Bank, failing which the Bank reserves its right to levy liquidated damages.	Please amend the clause as " The selected bidder shall deliver the micro ATM devices within Ten Weeks in North East Area and in states where road permit is needed and within Eight weeks in rest of the country from the date of receipt of the order from the Bank, failing which the Bank reserves its right to levy liquidated damages.	No change in RFP Clause
47	Ø No advance payment will be made. Ø 70 % of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc and submission of invoice with proof of delivery, installation and successful commissioning	We request bank to change the clause to advance payment of 50 % & 40 % against installation & successful commissioning.	No change in RFP Clause
48	Uptime shall be calculated on a monthly basis and shall be counted from the time the call is identified as a Warranty call requiring an Engineer's visit.	Request bank to calculate downtime on quarterly basis.	No change in RFP Clause
49	The Price Bid also must include all applicable taxes such as Sales/Service/VAT / Waybill etc. The Octroi /Entry Tax will be paid extra, wherever applicable on submission of actual Tax receipt.	Please clarify all the taxes under "etc.", it will be helpful to conclude our offering price.	Any other tax/fee paid to statutory body/local authority during delivery of device.
50	Ø In case the Vendor fails to meet the required uptime, there will be a penalty of Rs.100/- (Rupees One Hundred only) up to 1% per downtime i.e If required uptime is 99% and the vendor's reported uptime of 98% then	We request Bank to reduce penalty to INR.50/-	No change in RFP Clause

	penalty will be 1% for each machine. The Bank expected that the vendors reported uptime should not be less than 90%. Bank reserves the right to invoke the performance security. The fault reporting by the Bank and/or its representative or agent will be through a telephonic message or any other mode as Bank may decide.		
51		We have implemented directly 80 devices as TSP and more than 600 devices with BC. The PO is with partner BC and in this bid they'll not participate. Will you be able grant this experience it as eligible.	Eligibility Criteria mentioned in the RFP is self explanatory.
52		What would be the geography spread where 4,500 devices will be deployed? All will be in north-east?	The implementation would be across the country.
53		Do you foresee any specific hardware, software or network requirement specific to this geography?	Bank's requirement is clearly mentioned in the RFP.
54	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 one year and two years Annual Maintenance Contract (AMC Cost)	It is stated in the commercial template that we have to provide the micro ATMs and licenses with five year warranty. However it is stated here that the bidder have provide details covering warranty period of one year and two years AMC. Request the bank to clarify.	Bidder must provide Five comprehensive warranty for all the devices supplied.  Please ignore the typographical error mentioned as one year warranty and two years AMC.
55	The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.	The bidder quotes the lowest possible rates in an RFP scenario considering the evaluation is based on an TCO. Hence	The TCO quoted by the bidder would be final. However if the bank finds any abnormal pricing which may get negotiated to rationalise the

		request the Bank not to negotiate the rates with the bidder.	price.
56	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.	We assume that the Optimized TCO is nothing but the TCO as given in Annexure 2 - Contents and format of commercial bid. Request the bank to confirm.	Yes. TCO is the total cost of ownership for the project. In other terms the entire outflow for the bank to the scope of work mentioned in the RFP.
57	The bidder shall keep the price valid for the one year from the date of Agreement.	Considering the bid is valid for 180 days, request the bank to consider the price validity for one year.	No change in RFP clause.
58	Bank reserves the right to change the Vendor with one months notice to the concerned person.	The bidder quotes for an RFP based on the understanding the contract will be for the entire duration. Terminating the contract in the middle of the term will result in huge under recovery to the vendor. Hence request the Bank to terminate the contract only in case of an uncured breach.	If the bidder or the selected vendor fails to perform the duty as per the scope, terms and conditions of the RFP or breach of contract or if the project is not viable to the Bank or as directed / instructed by the statutory authority the bank may change the vendor or terminate the contract with one months notice.
59	The selected bidder should integrate the Micro ATMs (Devices) with the Banks existing switch and FI Gateway without any additional cost to the Bank.	We assume that the customization required at the switch side will be taken care by the Bank and only the application related changes will be done by the bidder. Request the Bank to confirm	All customisation work required to implement the project (end to end) to be taken care by the identified vendor.
60	The Bank reserves the right to alter the number of ATMs specified in the tender in the event of changes in plans of the Bank.	We assume that ATM mentioned here is nothing but micro ATM. Request the bank to confirm.	ATM refers in this RFP is micro ATM only.
61	Banks is not obligate to purchase all the quantity of the ATMs as mentioned above	We assume that ATM mentioned here is nothing but micro ATM. Request the bank to confirm.	ATM refers in this RFP is micro ATM only.
62	The performance of the vendor shall be	The bidder quotes for an RFP based on	If the bidder or the selected vendor fails to

	reviewed monthly, if not found satisfactory, Bank may terminate the contract at its sole discretion by giving three months notice without assigning any reasons.	the understanding the contract will be for the entire duration. Terminating the contract in the middle of the term will result in huge under recovery to the vendor. Hence request the Bank to terminate the contract only in case of an uncured breach.	perform the duty as per the scope, terms and conditions of the RFP or breach of contract or if the project is not viable to the Bank or as directed / instructed by the statutory authority the bank may change the vendor or terminate the contract with one months notice.
63	The selected bidder shall ensure commissioning of proposed interfacing solutions including HSM based Key Management application tested with the client application in at least one of the proposed model of Micro ATMs within 4 weeks of date of issuance of Purchase Order.	Request the Bank to clarify the necessity of HSM in this RFP.	Hardware based Key Management solution is part the scope. HSM shall be used for Device authentication and Key Management
64	The Price Bid also must include all applicable taxes such as Sales/Service/VAT / Waybill etc.	The bidder would not be privy to the changes in the tax structure or any new taxes that might get introduced in future. Hence request the Bank to consider prices exclusive of taxes.	No Change in RFP Clause
65	In case the vendor fails to meet the required uptime, there will be a penalty of Rs.100/- (Rupees One Hundred only) upto 1% per downtime i.e If required uptime is 99% and the vendors reported uptime of 98% then penalty will be 1% for each machine.	We assume that the penalty will be charged at 1% for the machine for which the reported uptime is less the required uptime and not for each machine. Request the Bank to confirm.	Penalty shall be calculated for the affected deice only.
66	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 bidder would not be privy to how the other vendor would be charging for the services. Hence request the Bank to remove this clause.	No change in RFP clause



	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.		
67	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:	We assume this clause will be invoked only in case of uncured breach after providing sufficient notice for curing the breach.	Yes. RFP clause is clear in this regard
68	The bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.	The bidder quotes for an RFP based on the requirement provided in the RFP. The bidder would not be privy to how the prices are quoted for similar projects in the industry. Hence request you to remove this clause.	No change in RFP clause
69	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.	The bidder would not be privy to how the other vendor would be charging for the services. Hence request the Bank to remove this clause.	No change in RFP clause
70	The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with.	We assume the regular payment terms will be applicable during reverse transition period also.	RFP clause is clear in this regard
71	The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.	The bidder quotes for an RFP based on the understanding the contract will be for the entire duration. Terminating the contract in the middle of the term will result in huge under recovery to the vendor. Hence request the Bank to terminate the contract only in case of an uncured breach.	RFP clause is clear in this regard

72	However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder.	Request the Bank to clarify the requirement in detail	This is not the requirement. The clause describes about payment terms in the event of termination of contract.
73	Cost of device compliant to Micro ATM Standard 1.5.1 with 5 Years Comprehensive warranty	As per industry standard, warranty is provided for 90 days and post which AMC will be provided. Request the bank to consider 90 days warranty.	Requirement stands as per RFP
74	Cost of Two Units of Hardware Security Module (HSM) with support of minimum 30 TPS scalable upto 100 TPS	Request the bank to clear what are the warranty and AMC requirements for HSM.	Five year comprehensive onsite warranty as mentioned in the RFP.
75	Cost of device compliant to Micro ATM Standard 1.5.1 with 5 Years Comprehensive warranty	Request the bank to clarify whether the hardware payment will be made based on deployment i.e. Per deployment.	Bank wishes to complete the entire installation within the time frame mentioned in the RFP. Payment shall be made as per the payment terms mentioned in the RFP
76	Service tax/Any other tax (z)	As per recent budget, there is significant change to the applicable service tax rates. The government is yet to notify the applicability of the change and the effective date. We will hence to privy to the rates that are applicable to the services to be rendered as part of the RfP. Hence request the bank to consider prices exclusive of all taxes.	For TCO calculation uniform tax across the country shall be considered for all bidders. The TCO shall be calculated inclusive of taxes only.
77	No of Licenses (a)	We assume that the number of licenses required will be in line with the number of terminals i.e.4500 terminals. Request the Bank to confirm.	Bidder may quote license required for the number of terminals. However bank prefers enterprise vide corporate licenses.
78	No of Licenses (a)	Request the bank to clarify what are the payment terms for license component and whether the license payment will	Requirement stands as per RFP. Bank wishes to complete the entire installation within the time frame mentioned in the RFP.

		be made based on deployment i.e. Per deployment.	Payment shall be made as per the payment terms mentioned in the RFP
79	Taxes at present rate	As per recent budget there are significant change to the applicable service tax rates. The government is yet to notify the applicability of the change and the effective date. We will hence nt to privy to the rates that are appliable to the services to be rendered as part of the RfP. Hence request the bank to consider prices exclusive of all taxes.	For TCO calculation a uniform tax across the country shall be considered for all bidders. The TCO shall be calculated inclusive of taxes only.
80	<p><b>1.13. NO LEGAL RELATIONSHIP:</b> No binding legal relationship shall exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement.</p> <p><b>1.15. ACCEPTANCE OF TERMS:</b> A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.</p> <p><b>1.16. RFP RESPONSE:</b> All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and / or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.</p> <p><b>ANNEXURE -I TENDER OFFER</b></p>	BIDDER requests that the contents of the proposal be treated confidential because the same being proprietary to BIDDER. BIDDER would request that any binding terms and conditions, including the RFP and other terms and conditions of the Contract will be binding subject to the comments herein and upon mutually agreed terms. BIDDER would like to clarify that BIDDER's rights to Bank to reproduce would be restricted only for evaluation purf ose within Bank and any disclosure to other Recipients can only be done by prior approval from the BIDDER because the proposal contents are proprietary to the BIDDER. Further, BIDDER would like to clarify that they will remain as the owner for all purposes.	<p>No change in RFP clause.</p> <p>Terms mentioned in the RFP stands.</p>

	<b>FORWARDING LETTER</b> <b>ANNEXURE - VII COMPLIANCE STATEMENT:</b> We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the		
81	<b>5.3. CONTRACT PERIOD:</b> The performance of the vendor shall be reviewed monthly, if not found satisfactory, Bank may terminate the contract at its sole discretion by giving three months notice without assigning any reasons. Any offer falling short of the contract period is liable for rejection. <b>5.24. EXIT OPTION AND CONTRACT RE- NEGOTIATION 5.26 TERMINATION</b>	BIDDER would like to discuss with Bank that termination/cancellation under the agreement can be for cause with a sufficient notice period (90 days) and hence requests deletion of the provision on termination without assigning any reasons. BIDDER would like to clarify that reverse transition mechanism and maintenance service (post termination) and its payment terms can be on terms mutually agreed upon between the parties. BIDDER would also like to clarify that the then prevailing rates will apply. BIDDER would request the Bank that before taking any decision on unsatisfactory performance or delay, reasonable opportunity to be heard to be given to the BIDDER.	RFP terms are clear in this regard. No change in RFP clause.
82	<b>5.8. WABBANTY &amp; AMC:</b> Selected bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Selected bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty	BIDDER would like to clarify that it will pass through to the Bank any warranty of the manufacturer "as provided" and the Bank shall have recourse for such warranties and on the OEM.	Requirement stands as per RFP. Bidders are requested to quote as per the requirement of the Bank.

	period. During the warranty period selected bidder shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to UCO BANK.		
83	4.34. A detailed agreement with SLA (service level agreement) will be done with the vendor specifying roles and responsibilities. This will include Non-Disclosure clauses also.	BIDDER would like to discuss with Bank regarding the timeline for execution of SLA.	Requirement stands as per RFP. No change in RFP clause.
84	<b>5.18. INDEMNITY:</b>	BIDDER would like to clarify and requests the Bank that the indemnification be made mutual and on mutually agreeable terms. BIDDER would like to clarify that BIDDER is willing to indemnify for any breach of any confidentiality, intellectual property of products as created and delivered by BIDDER (and not for the use by the Bank of the same, due to lack of visibility), and for gross negligence and wilful misconduct and for violation of any relevant local laws that are applicable to the provision of services under the agreement. BIDDER would also like to clarify that it shall pass through the relevant indemnities of the manufacturer to the Bank for equipments, accessories etc., BIDDER would like to discuss with Bank that the inclusion of "use of the deliverables and or services provided by the vendor" under the Indemnity obligations is	Requirement stands as per RFP. No change in RFP clause.

		subject to the comments provided herein and also subject to the performance cover period to be mutually agreed upon instead of 1 year.	
85	<p><b>5.23. RESOLUTION OF DISPUTES:</b>... the venue of the arbitration shall be Kolkata. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so. <b>5.29 APPLICABLE LAW &amp; JURISDICTION OF COURT:</b> The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of an other Courts). <b>ANNEXURE - XI PROFORMA FOR DEED OF INDEMNITY:</b></p>	BIDDER would request that the place of arbitration be at Chennai. BIDDER requests the Bank that courts at Chennai shall have jurisdiction. BIDDER would like to discuss with Bank that the provision to approach the court to be made mutual and it should be without prejudice to arbitration provision.	Requirement stands as per RFP. No change in RFP clause.
86	4.32. In the event of exit of the Vendor from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit)	BIDDER would requests the Bank that return of documents and confidentiality obligations shall be made mutual upon both the parties.	Requirement stands as per RFP. No change in RFP clause.
87	5.19. PUBLICITY: Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the bank.	BIDDER requests the Bank that this clause can be made mutual.	Requirement stands as per RFP. No change in RFP clause.
88	<b>4.10.</b> Vendor shall cooperate with the Banks	Any audit will be cooperative of	Requirement stands as per RFP. No change in

	internal audit teams and third party external auditors for conducting periodical audit and shall also assist in strengthening of processes by attending to audit points.	BIDDERS confidentiality and security restrictions and guidelines; and any other conditions shall be subject to parties mutually agreed terms.	RFP clause.
89	<b>5.16. ACCEPTANCE TESTING:</b>	BIDDER would like to clarify that any acceptance procedures be in accordance with mutually agreed acceptance criteria with due regard to the concept of deemed acceptance.	Requirement stands as per RFP. No change in RFP clause.
90		BIDDER requires inclusion of the following clauses. This list is inclusive of various other terms of the Contract and is not exhaustive. 1) Limitation of Liability 2) Non-solicitation 3) Intellectual Property Rights 4) Confidentiality 5) Assignment etc.	These clauses may be made part of agreement to be executed on mutually agreed terms.
91		BIDDER would wish to clarify that if BIDDER is selected as a successful bidder, then the proposed terms and conditions of the formal contract will be subject to views and comments as acceptable to the parties.	These clauses may be made part of agreement to be executed on mutually agreed terms.
92	Payment Terms -Purchase Order for Micro ATMs (Devices) along with Software Module as per commercial format shall be placed by the Head Office, Financial Inclusion Department, Kolkata. The date of receipt of the order. However, Bank reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of order. No advance payment will be made. 70	Request Bank to consider a portion of an advance payment along with PO followed by another portion of advance during delivery.	No change in RFP clause.

	% of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc. and submission of invoice with proof of delivery, installation and successful commissioning.		
93	The bidder submitting the offer should have minimum annual turnover of Rupees 25 Crores per year during last three financial years i.e. 2011-2012, 2012-2013 and 2013-2014. This must be the individual company turnover and not of any group of companies.	At Least 60 Crores of turnover to ensure participation of reputed companies	No change in RFP clause.
94	Bidder should be a profit (profit after tax) making company in any one of the last three financial years (2011-2012, 2012-2013 and 2013-2014).	Should ask for profit making companies for all of the last three financial years (2011-2012, 2012-2013 and 2013-2014) to ensure participation of reputed companies.	No change in RFP clause.
95	Vendor has to build support centers at each location having 100 or more MICRO-ATM installations/ in use. The bidder/OEM should be having / establish support offices / Support Centers / Support Location / tie arrangement with authorised partner with necessary support infrastructure for maintenance of Micro ATMs and peripherals items at bank's Head Office	We presume support centres build by bidder/OEM/ OEM authorized partners will be considered.	Yes
96	The bidder should have at least 100 service centers own or with Franchisee / third party tie up arrangement across the country and should be capable of expanding the service	We have more than 100 service engineers PAN India who are providing support to various banks and other Govt. Departments~ We request you to	Requirement stands as per RFP. No change in RFP clause.



	centers to support the Banks proposed Micro ATMs	consider having Resident service engineers instead of having physical branches or offices.	
97	Bidder to ensure that the Micro-ATMs devices should be compatible with the banks FI gateway / ATM switch applications through APIs and get certified from approved vendor at their own cost.	Please clarify as to who will bear the cost of integration, if the bank changes switch providers /gateways	The scope of work covers integration with the present switch service provider only.
98	The Vendor will bring in all the required technology and infrastructure, including hardware, software, personnel, technical services, connectivity; maintenance, provide training and operational support for the end-to-end infrastructure supporting the bank.	We understand from the RFP and assume that the hardware i.e. server and connectivity i.e. GPRS will be arranged by the vendor.	Yes. Please refer RFP clause 4.27.
99	Device, Application and the transaction processing system environment has to be PCI-DSS and PA-DSS certified. The selected vendor will be responsible to incorporate the necessary changes time to time required for certification PCI-DSS and PA-DSS without any extra cost to the Bank.	In case of any change in business logic by the bank, the solution may require PA DSS certificate. In such an instance we assume that the bank will bear the charges for the same.	Cost of any changes due to statutory authority guidelines, Micro ATM Standards etc has to be borne by bidder
100	PCI (Payment Card Industry) PED (Pin Entry Device) for POS fully integrated with the device~	We have installed our Micro ATMs as per the Micro ATM standards 1.5.1 laid down by RBI/NPCI in various banks such as Corporation Bank, Canara Bank, Syndicate Bank, State Bank of Mysore, etc, to name a few. The current specification of bank requires inbuilt pin pads in the Micro ATMs to be supplied, which is not a mandate as per Micro ATM standards 1.5.1. Hence we are	Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories like external PIN PAD. However entire device itself shall comply to Micro ATM Standard 1.5.1

		unable to find a manufacturer in India, who can supply the Micro ATMs as per the specification. We would also like to inform that integrating the Micro ATM with an external pin pad also complies with the Micro ATM standards 1.5.1. Hence we would request you retake at the specifications laid and change the same to include Micro ATMs with external pin pads, which also comply with the current Micro ATM standards laid down by RBI/NPCI.	
101	EMV Level 1 and Level 2 certification as per specifications given in the RFP	As per the latest standards laid down by RBI, EMV is not mandatory and is still optional. Hence would request you to change the same to make it as an optional feature, which is already mentioned in the Page no 56 of the RFP under "EMV Compliance"	EMV Compliance is mandatory
102	Extension of date of submission of bids	Considering the complexity and the importance of the RFP, we would request you to extend the date of submission by at least 10 days, so that ample amount of time is available to propose the most relevant solution.	No extension is permitted.
103	PIN PAD	Please clarify if the pinpad should contain magstrip reader or can the magstrip reader be separate – as the prices of both these options is very different. We recommend that the pinpad should have an integrated magstrip reader as	Micro ATMs may be all-in-one integrated devices, or mobiles / PCs / tablets with accessories like external PIN PAD. However entire device itself shall comply to Micro ATM Standard 1.5.1  PIN Pad may be integrated with MSR or

		well as smartcard reader – this will ensure that the technology is compatible with the future. Please clarify	individual device.
104	Technical architecture	<p>Having a server software in addition to FI Gateway will entail an extra hop. Our server software already contains the FI gateway functionality and hence can avoid the extra hop and additional integration efforts and point of failure. Request the Bank to consider the server software as a replacement for the Bank's FI Gateway</p> <p>Considering that the solution provider will provide the client software as well as the server software, acting as an integrated FI gateway will streamline the entire architecture</p> <p>This step will also help in pushing the software patches to the micro-atm devices – else we will have to rely on technical capabilities of the FI gateway</p>	FI Gateway functionality is out of Scope of this RFP
105	Device safeguard	<p>Who takes responsibility if the device is physically damaged (dropped or put under rain, etc) by the BC agent or the device is lost / stolen post delivery to BC agent – Micro-ATM Service provider shouldn't be penalized for the same – please clarify</p> <p>Typically power adapter / chargers are not provided under warranty as they are subject to electrical surges. Request</p>	

		the Bank to consider this outside of the scope of warranty	
106	Bid evaluation process	Considering that this RFP is very technical, we request if the Bank changes the evaluation model from a pure commercial to a weighted QCBS model (wherein technical capability is accorded 70% weightage & commercial is given 30% weightage). This will ensure that the Bank chooses the right technology solution rather than just the cheapest solution.	No Change in RFP Clause.
107	Procurement option	RFP says that the Bank reserves the right to purchase either single software module or combination of software modules. How does the Bank plan to do this – as all software module needs to be integrated. Please clarify if the Bank can procure micro-atm hardware from 1 vendor and software modules from another vendor – this will be an issue as the software might be on 1 platform while the chosen hardware might be on another platform	Procurement of Micro-ATM refers to Micro-ATM Hardware along with selected Application Software. Bank has asked for item wise cost of application software and thus only those applications need to be supplied for which order is placed by the Bank to the selected vendor.
108	PCI DSS Certification	As Bidder wants the transaction processing system environment is to be PCI-DSS and PA-DSS certified,  Can the solution be hosted in bidders environment? Can it be hosted on the bidders cloud as PCI-DSS certificate is	No. Solution needs to be hosted in Bank's DC/DR only.

		required?	
109		Do you want the solution to be SSL Certified	Bidder has to specify the architecture.
110		Does bank want to have remote monitoring of devices	It is Part of Centralized Micro ATM Management System (CMMS) requirement
111		Does bank want to have remote patch management?	It is Part of Centralized Micro ATM Management System (CMMS) requirement
112	It is mentioned that Vendor will bring in all the required technology and infrastructure including hardware, software, personnel, technical services and connectivity	It is Preferred that bank arranges for their connectivity to the Micro ATM's. As per the TRAI Guidelines, the connectivity to be on the name of the user, so request bank to remove this clause from RFP.	Clause does not refer to connectivity requirement of Micro ATM
113	It is mentioned that the vendor should either repair or replace the Micro ATM or any part or replace with in 48hrs from the day he receives such Micro ATM	If the device is intentionally / accidentally damaged by the agent then who will be replacing the cost of the device to the vendor.	This clause is applicable as per standard warranty clause.
114		Does the bank want to install Anti Virus and anti malware software on to the Devices	Bank does not specify for any antivirus & malware however proposed solution should comply Micro ATM Specification 1.5.1 as well as PCI-DSS/ PA-DSS
115	End to End solution would be outsourced to one or more eligible vendor initially or for a period as decided by bank.	Need more clarity on this. Does this mean the bid quantity will be split among multiple Vendors?	No Splitting of order however Bank may give order on individual item.
116			The bidder should quote the price for middleware required to integrate micro ATMs with various transaction processing systems viz. Bank's CBS system, ATM Switch, NPCI, UIDAI, etc in Annexure xxii i.e. "Commercial bid template", Table I, row 5 cost of other items.

			If required the bidder may add additional rows to specify / quote multiple other items (All such items to be specified in BOM Annexure XV). The sum of all such individual heads under other items shall be taken for the purpose of TCO.
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All clarification given in this document shall be treated as a part and parcel of the RFP document mentioned above.

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