



**Department of Information Technology**

**Request for Proposal (RFP) For Procurement of 200 ATMs on OPEX Model (Re-tendering)**

**RFP Ref. No: UCO/DIT/1103/2021-22 Date: 31.07.2021**

**Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s) Amendments, Addendums and Corrigendum uploaded on 24.08.2021**

Sl. No.	RFP Page No.	RFP No.	Clause	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1	34		Part – IV  SCOPE OF WORK	2.1 Site Implementation Services for Offsite ATMs  e) Security Guard wherever required as per RBI/GOI/State Government guidelines, need to be provided by successful bidder without any additional cost to the Bank.	We request Bank to amend the following  Cost of Security Guard wherever required as per RBI /GOI/State Government guidelines to be paid separately on actual bases.  Commercials for Guards to arrive at the TCO will be not feasible.  Therefore we request Bank to reimburse the actual cost of deployment as per GOI/State Govt. guidelines like Min. wages act.  Also please clarify that does Bank require Security Guard in 1 Shift or 3 shift.	Kindly refer corrigendum enclosed herewith

2	49	25	<p><b>2.7.2.3 Cash Replenishment and Related Services</b></p> <p><b>25.</b> Forecasting of Cash requirement for ATM shall be based on past dispense and average dispense of that ATM. However Cash indent/replenishment at an ATM shall not exceed the quantum of cash envisaged to be required for maximum upto 2 (two) days and holidays.</p>	<p>Few long distance ATM where CRA would have limited feasibility need to be loaded with buffer cash</p> <p>Few ATM s would be having very low dispense (i.e. 10000 to 1 lakhs ) such ATM would need to keep minimum balance in all denomination which would be more than 2 days of its dispense amount</p>	Clause is self-explanatory
3	49	31	<p><b>31.</b> In case counterfeit currency is dispensed from ATM, the responsibility will be of the Bidder and penalty of RS. 10000/- per instance would be levied.</p>	Bank need to provide ATM fit currency	<p>Query is not related to highlighted clause.</p> <p>ATM fit currency will be provided by Bank.</p>
4	50	2.7.2.8	<p><b>2.7.2.8</b> Vendor shall not be responsible for cash outs if it arises due to following reasons:</p>	We request UCO Bank to also include local political strike / band / unavoidable situation like flood etc.	Clause stands as per RFP.

5	93	Part – V	<p>1.Order Details</p> <p>The purchase order will be placed by Bank Head Office, DIT in the name of selected bidder as per requirement. The payment will be made by respective zonal offices and the Performance Bank Guarantee for order will be required to be submitted in the same office.</p>	We request UCO Bank to release the payment from Head office and the PBG also to be submitted to HO.	Clause stands as per RFP.
6	98	7.2	<p><b>7.2 Other Penalties</b></p> <p>a. Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day. There will be no exclusions – other than standard exclusions listed in clause 8.5 – in this regard.</p>	Cashout penalty amount is high need to be lower to 100Rs or less	Kindly refer corrigendum enclosed herewith
7	100	Liquidated Damages	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the annual charges per site per week will be charged for every week's delay (attributable to the vendor) in the execution of the purchase order beyond the specified delivery/installation	We request to cap the penalty at 5% of the value of the systems ordered for that site.	Clause stands as per RFP.

			schedule subject to a maximum of 10% of the value of the systems ordered for that site. Liquidated damages will be calculated per week on per site basis. Part of week will be treated as no delay for this purpose.		
8	161	3.8	The ATMs must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm. There must be a mechanism by which these alarms can be connected to a hooter or LED indicators, kept away from the ATMs without any cost to the Bank.	Is alarm panel required or will be connected to Banks existing alarm panel	Alarm panel required.
9	161	3.9	Alarm sensors for temperature status, vibration status and chest open status while sending signal/messages to Switch/Management Centre.	Only chest door open status can be sent to switch	Clause is self-explanatory

10	161	4.3	ATMs should have cut-off 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.	There is no separate cut off circuit, this feature is built in ATM power supply.	Clause is self-explanatory
11	163	5.15	ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, successful bidder shall arrange for its compliance/ upgradation without any extra cost to the Bank.	Any upgradation to comply with RBI, IBA guidelines can be carried out after mutual discussion with Bank on mutually agreed cost.	Kindly refer corrigendum enclosed herewith
12	171	11.1	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank's requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.	Can Journal printer be removed as it is redundant and additional point of failure? EJ is available	Clause stands as per RFP.
13	17	Part II (4) - Bid Security Declaration	A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid	Requested Changes : Bank to provide cure period of 30 days before blacklisting the Bidder if they fail to sign the contract or fails to	Clause stands as per RFP.

		<p>Securing Declaration accepting that the Bidder will be suspended for participation in the tendering process of the Bank in future, if</p> <p>a) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or</p> <p>b) the Bidder is awarded the Contract and fails to sign the Contract; or</p> <p>c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or</p> <p>d) the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or</p> <p>e) the Bidder fails to submit the requisite documents as per the tender specification; or</p> <p>f) The Bidder violates any of the provisions of the terms and conditions of this tender specification.</p> <p>The Bid Securing Declaration</p>	<p>submit a performance security before the deadline. Further Bank should not blacklist the Bidder in any condition whatsoever.</p>	
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			shall be submitted as per the format at Annexure-IV.		
14	49	Part IV (2.7.2.4) - Cash Management	2.7.2.4 Bank reserves the right to conduct surprise inspection of the cash in ATM vault of vendor/ CMA. CMA shall allow the Bank/RBI to conduct vault audits. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any Bank official without the said authority letter and identity cards shall not be allowed by CMA to conduct audits.	Bank should give prior written intimation of 7 (seven) days to the Bidder before conducting the Audit.	Clause stands as per RFP.
15	93	Part V (3) - Contract period	3. Contract Period The tenure of the Contract will be for a period of 60 Months effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after completion of initial period of 60 months,	Similarly Bidder shall also have the right to terminate the Agreement by giving a written notice of 90 (Ninety) days without assigning any reason whatsoever.	Clause stands as per RFP.

			<p>the contract may be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days" notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection. The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.</p>		
16	95	Part V (5) - Inspection	<p>5.Inspection</p> <p>1. The Bank reserves the right to carry out inspection by a team of Bank officials, of any of the existing live installations of the Vendor referred to in the Technical Bid for confirming the Eligibility Criteria.</p> <p>2. The Bank reserves the right to visit the Managed Service Centre of the Bidder to carry out inspection to substantiate</p>	Bank should give prior written intimation of 7 (seven)days to the Bidder before carrying out inspection.	Clause stands as per RFP.



			<p>the credentials of the capabilities presented by the Bidder for compliance to Eligibility criteria. Bidder should demonstrate the functioning of Monitoring tool, incident Management, call resolution and related functions at its Managed Service Centre.</p> <p>3. Nothing stated hereinabove shall in any way release the Vendor of any obligations under this contract.</p>		
17	99	Part V (9) - Audit	<p>9. Audit</p> <p>I. Bank at its discretion shall audit cash in ATMs, the software, Hardware IT infrastructure and services delivered by the successful bidder by its internal/external auditors. successful bidder is required to facilitate the same at no additional cost.</p> <p>II. Bank, RBI, auditors (both internal or external), and other authorities engaged by the Bank and/or RBI shall be authorized to make inquiries and audit, the Vendor's compliance with the provisions of this Service Level Agreement (pursuant to the award of contract under this RFP) or other</p>	Bank should give prior written intimation of 7 (seven) days to the Bidder before conducting the Audit.	Clause stands as per RFP.

			<p>regulatory/Bank's policy compliance requirements related to ATM operations and the successful bidder agrees to provide the Bank with such information and access for audit as requested for by the Bank, RBI, auditors both internal or external, engaged by the Bank and/or RBI and/or any regulatory or statutory authority. At all times the Bank, RBI, auditors (both internal and external), and other authorities engaged by the Bank and/or RBI shall have the right to inspect the premises, managed service centre of the third party if it is outsourced by the successful bidder (if the successful bidder does not own it), books and records of the successful bidder directly or through its representatives. successful bidder's records with respect to the matters covered by the Service Level Agreement or other compliance requirements, shall be made available to the Bank or its designees, to audit, examine and make excerpts or transcripts of all relevant data. successful bidder is aware that any</p>		
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			failure to permit inspection may result in RBI imposing fine/ penalty and all such amounts shall be paid by the Vendor.		
18	100	Part V (11) - Liquidated Damages	Liquidated Damages	Bank should not levy Liquidated damages in any circumstances whatsoever.	Clause stands as per RFP.
19	101	Part V (13) - Performance Bank Guarantee	Performance Bank Guarantee	Bank shall not invoke performance guarantee / levy liquidated damages under any circumstances whatsoever before mutual consent / discussion with the Bidder.	Clause stands as per RFP.
20	104	Part V (20) - Confidentiality & Secrecy	Confidentiality & Secrecy	This clause should be kept mutual. Further, the survival period will last till the termination / expiration of the Contract and not beyond that.	Clause stands as per RFP.
21	105	Part V (21) - Compliance with Laws	Compliance with Laws	Bidder shall be liable for direct and actual damages which are directly attributable to the Bidder and Bidder shall not be accountable for any third party damages which are not directly attributable to the Bidder. Further, if Bank is informed or information comes to its attention that the Bidder is or may be in violation of any terms and conditions mutually agreed between the Bank and the Bidder, then Bidder should be given an opportunity to explain its conduct / stand before any disqualification being imposed on him .	

22	108	Part V (25) - Order Cancellation	<p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p>	Capping should be reduced to 100% of the original quoted cost for such deliverables as per commercial bid. Bank should not Bank Guarantee to recover any dues under Purchase order.	Clause stands as per RFP.
23	108	Part V (26) - Indemnity	Indemnity	Similarly Bank shall indemnify, protect and save the Bidder and hold the Bidder 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	Clause stands as per RFP.

				<p>a) an act or omission of the service provider and /or its employees, agents, subcontractors in performance of the obligations under this RFP; and/or</p> <p>b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,</p> <p>c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or</p> <p>d) 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.</p> <p>However, Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data &amp; loss of life under any circumstances whatsoever to the Bank.</p>	
24	115	Part V (33) - Termination for Insolvency	Termination for Insolvency	Similarly, Bidder shall also have right to terminate the contract, if Bank is unable to perform its function due to its financial incapacity. Further Bank shall not invoke the Bank Guarantee without mutual consent / discussion of the Bidder.	Clause stands as per RFP.
25	115	Part V (34) - Termination for Default	Termination for Default	Bank shall not levy penalties / liquidated damages on the Bidder. Further the the Bank shall clear all its dues of the Bidder for	Clause stands as per RFP.

				<p>performing the services under the contract. Under no circumstances shall Bank debar the Bidder from participating in future Bids/Tender processes. The Bank shall not invoke the Bank Guarantee without mutual consent / discussion of the Bidder.</p> <p>Similarly Bidder shall also have the right to terminate the Agreement if Bank defaults in paying the Bidder under the scope of the Agreement by giving a written notice of 30 (thirty) days.</p>	
26	115	Part V (35) - Termination for Convenience	Termination for Convenience	Similarly Bidder shall also have the right to terminate the Agreement by giving a written notice of 90 (Ninty) days without assigning any reason whatsoever. The Bank shall not invoke the Bank Guarantee without mutual consent / discussion of the Bidder.	Clause stands as per RFP.
27	117	Part V (40) - Dispute Redressal Mechanism	Dispute Redressal Mechanism	The cost of Arbritation shall be borne by both the Parties. Further, suggest to keep the jurisdiction of Courts of Law in Mumbai.	Clause stands as per RFP.
28	118	Part V (41) - Arbitration	Arbitration	The Arbitration should be conducted in accordance wiith Arbitration and Conciliation Act, 1996. The Place of Arbitration shall be Mumbai.	Clause stands as per RFP.
29	119	Part V (42) - Applicable Law and Jurisdiction of Court	Jurisdiction of Court	Suggestion to keep the jurisdiction of Courts of Law in Mumbai.	Clause stands as per RFP.

30	119	Part V (43) - Limitation of Liability	Limitation of Liability	Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & loss of life under any circumstances whatsoever to the Bank. The liability should not exceed beyond total contract value in any case whatsoever.	Clause stands as per RFP.
31	123	Part V (47) - Non Disclosure	Non Disclosure	This clause should be kept mutual. Further, the Bidder will disclose the Confidential Information if it is required to be disclosed to government/ judicial/ quasi judicial body in pursuance of an order.	Clause stands as per RFP.
32	14	3	Eligibility Criteria	In the Proof of documents to be submitted it is written as under:-Satisfactory Letter from the Scheduled Commercial Bank confirming the FLM, SLM services performed for 500 ATMs as on RPF publication date. We presume that the number is <b>300</b> ATMs, we request Bank to confirm.	Kindly refer corrigendum enclosed herewith
33	24	23	No Commitment to accept Lowest or any Bid	We request Bank to intimate the bidder about changes in terms & conditions of purchase and/or evaluation criteria and selection process. As stated in the RFP if bidder included offerings based on assumption and if T&C are changed, it can be detrimental to bidders.	Clause stands as per RFP.
34	34	2.1	Scope of Work, Site Implementation Services for Offsite ATMs, a & c	Given point in RFP states that from the broad areas, procurement of sites is to be done entirely by successful bidder. However Point (c) states that Site selection would be done between 70:30 ratios. We request Bank to clarify on the same and	Clause stands as per RFP.

				<p>share the list of such likely 30% locations for bidder's reference.</p> <p>Furthermore, if Bank wished to go ahead and identify 30% of fresh sites to be deployed, we request Bank to consider payment of incremental rent above Rs.20000 per month per site. (Urban &amp; Rural both)</p>	
35	34	2.1	Scope of Work, Site Implementation Services for Offsite ATMs, e)	We request Bank to reimburse the actual cost of deployment as per GOI/State Govt guidelines like Min. wages act for Security guard as and when Bank opts to deploy.	Kindly refer corrigendum enclosed herewith
36	35	2.2 (l)	Scope Of Work, Site Identification and Installation of ATM	We request Bank to arrange for DG sets for sites where electricity availability is erratic and accordingly exclusions are requested to be incorporated while calculating the uptime. Also let us know about all such locations beforehand.	Clause stands as per RFP.
37	35	2.2(k)	Scope of Work, Site Identification and Installation of ATM	In case the any ATM site is not doing well considering expected transactions, we request Bank to amicably allow bidder to relocate the site with prior intimation to Bank. Alternatively we request Bank to pay monthly fixed fees if Bank wishes to retain such sites.	Kindly go through RFP page 34 clause 2.1(f) for clarification.
38	37	2.4	Electrical work specification	We request Bank to modify this clause as "Flame Retardant Low Smoke (FRLS) wires of (Finolex/R.R.Kablir/Anchor/Havell's /Polycab/ <b>or Equivalent</b> ) make are to be used.	Clause stands as per RFP.



39	39	2.5.2	Scope of Work, Site Maintenance and Cleaning Services	We request Bank to modify this to 'Once a day'.	Clause stands as per RFP.
40	39	2.5.3.1 (a)	First Line Maintenance (FLM)	Since electronic journal is available we request Bank to remove reference to JP throughout the RFP. As a go green initiative all Banks are currently removing the JP from existing machines. Requesting Bank to remove the Journal Printer from Spec as Electronic journal is available and legally accepted.	JP needs not to be provided.
41	40	2.5.3.2	First Line Maintenance (FLM)	We request Bank to modify the clause and incorporate as following :  <ul style="list-style-type: none"> <li>• Within 4 (Four) hours within municipal city limit</li> <li>• Within 6 (Six) hours beyond municipal city limits but upto 30 kms</li> <li>• Within 8 (Eight) hours beyond 30 kms of the municipal limits</li> </ul>	Clause stands as per RFP.
42	40	2.5.3.1 (g)	First Line Maintenance (FLM)	We request Bank to clarify whether the bidder needs to preserve the back-up for <u>180 days</u> (referring to point 20.8 on Page 184) or for <u>90 days</u> (referring to point b on Page 98), as stated in other part of RFP or the back-up is supposed to be handed over on a monthly basis to Bank. Furthermore, once the footage is handed over to Branch on	Need to be stored for minimum 180 days.

43	40	2.5.3.1 (j)	First Line Maintenance (FLM)	We request Bank to incorporate Green pin initiative as a part of Go Green initiative to save Paper and time. This initiative is rolled out by most of the Banks and the efforts have been fruitful. In case Bank still insists, we will provide.	Clause stands as per RFP.
44	41	2.5.3.3.	First Line Maintenance (FLM)	We request Bank to modify this clause as FLM is carried out by CRA & it's not practical to provide FLM services 24X7X365. We request Bank to please consider that FLM Call generated after 5 PM to be attended next day.	Clause stands as per RFP.
45	41	2.5.6	Software management, b)	We request Bank cap the number of screen distribution rollouts to maximum <b>4</b> in a year and any rollout beyond 4th will be done on a mutually agreed cost.	Clause stands as per RFP.
46	43	2.5.9.2(l)	Off-site ATMs	Bank is requested not to ask for necessary configuration changes subsequent to date of bid submission as it is difficult to foresee the cost of any future modifications. In case, if such configuration changes take place, we request Bank to bear the cost of any future configuration modifications as a onetime charge.	Clause stands as per RFP.
47	47	2.7.2.3 (6)	Cash Replenishment and Related Services	Since the Cash refill will happen at Cash linked branches, we hope that Bank officials will do the cash refilling. We hope that Bank will ensure compliance with requirement of 'loading the cassettes under camera	It will done as per RBI guideline.

				surveillance'.	
48	47	3.6	Currency Chest Physical, Mechanical & General Specifications	We request Bank to install mentioned make or <b>'equivalent'</b> locks as part of supply.	Kindly refer corrigendum enclosed herewith
49	48	5.7	Dispenser	We request Bank to Bank to clarify whether the cassette keys to be unique for each cassette inside the machine or unique between one machines to other machine cassette keys.	Cassette keys should be unique between one machines to other machine.
50	49	2.7.2.3 (25)	Cash Replenishment and Related Services	Since there would not be historical data regarding cash replenishment, Bank is requested to give bidder ample buffer time of 6 months for forecasting tool to stabilize.	For each sites, 3 month buffer period will be provided.
51	49	2.7.2.3 (30)	Cash Replenishment and Related Services	Generally the cashier picks up the currency from Bank after bundle counting and then it is taken to the vault for verification. If the verification of currency notes are done at the vault under CCTV camera and the vendor advises with proof the detection of counterfeit notes, Bank is requested to replace the notes and investigate how the counterfeit has been received at the Bank.	It will be done as per RBI guideline.
52	49	2.7.2.3 (31)	Cash Replenishment and Related Services	We request Bank to delete this clause as the Cash for replenishment is taken from Bank, in case of Cassette swap, the loaded Cassettes would be taken from Bank or same is loaded by Branch in Cassettes (maybe under camera), thus we request Bank to investigate how counterfeit currency is received by	Clause stands as per RFP.

				Branch and not penalize vendor for the same.	
53	50	6.8	Card Reader	We request Bank to clarify whether the barcode reader to be present in machine from day one. Clause 6.10 states in future if Bank required barcode reader it should be supplied at mutually agreed cost.	Kindly refer corrigendum enclosed herewith
54	50	7.1	Terminal Processor	We request Bank to change the processor specification from Intel core i5 to i3 6th Generation processor as it is sufficient for smooth functioning of ATMs.	Kindly refer corrigendum enclosed herewith
55	51	2.7.2.12(a)	Cash Replenishment and Related Services	In case if the Cash is to be collected from RBI, we request Bank to reimburse charges at actuals for collecting the same as RBI would not be near to the branch from the collection of cash is scheduled & may incur extra cost.	Clause stands as per RFP.
56	51	2.7.3 (d)	Insurance / Security	<p>We request Bank to modify below clause as :</p> <p>Referring to clause 2.7.8.1 in the RFP, In case of any ATM loss (is), discrepancy/ difference in the report generated on the ATM and the physical/actual cash, if after Bidder investigation (as stated in clause 7 above), it is proved that the shortage/difference of cash, if any, between the report generated and the physical cash, is on account of the lapses on the part of the CMA, Bidder will make the payment within 30 (thirty) days from the day it is proved.</p>	Clause stands as per RFP.

				In case of cash loss Bidder should be able to reimburse the loss within 30 working days from the date of loss. Furthermore, referring to #2.11 (e), Bank has asked to have loss-payee endorsement of all such insurance policies shall be in favour of the Bank, we request Bank to delete this clause if the bidder is supposed to pay to Bank directly.	
57	51	2.7.4.3	Liability	We request Bank to hold the Bidder liable for the losses which are thoroughly investigated by the appropriate agency and directly attributable to the Bidder and shall be liable up to the value equivalent to 3 months of the invoice value and not otherwise.	Clause stands as per RFP.
58	52	8.1	Visual Display Unit	We request Bank to modify the display to 10" or 15" DVI LCD as 10" is near absolute now and also the bigger the display size, it gives more convenient to the customers.	Kindly refer corrigendum enclosed herewith
59	54	10.2	Receipt Printer	We request Bank to provide the images and font to be printed in regional languages.	Bank will prefer not to print image as transaction. If for receipt image is required, then same need to be done by bidder. Translation of English for regional language will be provided by Bank.
60	55	2.7.10 (a)	Compliance of Statutory and other responsibility	We request Bank to pay the bidder additional mutually agreed charges or reimburse the cost if any new hardware or software is added into	Clause stands as per RFP.

				the system on account of regulatory requirements after the bid as Bidder cannot envisage any future Hardware or Software requirements.	
61	57	2.9, h)	Acceptance / Deemed Acceptance of the Deliverables	We request Bank to pay the bidder for all such sites for 100 transactions per day till the time Cash is provided.	Clause stands as per RFP.
62	58	2.11 (a)	Insurance	We request Bank to extend this period to 15 days and add word 'proven.'	Clause stands as per RFP.
63	60	2.14.3	Driving of ATMs by Switch	In case of Switch/Network change, we request Bank to bear network redeployment cost.	Clause stands as per RFP.
64	60	2.14.4	Selected bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued during the contract period	We request Bank to pay the bidder the hardware and outside software costs for any modifications in the machine or system on account of new advisory/guidelines issued by RBI/IBA/GOI during contract period.	Clause stands modified as "Selected bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued till the completion of all 200 OPEX ATMs installation:"
65	87		Quick Response Team (QRT)	We request Bank to modify the timelines given to : 60 Mins in Metro & urban 120 Mins in Semi Urban & 240 mins Rural Areas	Clause stands as per RFP.
66	87		Remote Assistance (RA)/ Beat Marshall/ Patrolling	We request Bank to clarify on requirement of all 3, Quick Response Team, Remote Assistance (RA)/ Beat Marshall/ Patrolling Guard at the site as a service. Furthermore we request Bank to clarify in detail the list of services expected from QRT.	Clause is self-explanatory

				With inclusion of Guard at site in service, compliance factor like Minimum wages act will come in having a cost implication thus we request Bank to pay the selected bidder actual cost of Guard deployment at site, including impact of CPI.	
67	89		Event Based Surveillance activities	Furthermore we request Bank to pay one time cost of replacement where Surveillance system is damaged by burglars/thieves or DVR is taken away. (Vandalism cases) Further we request Bank to clarify on 'suitable penalty'.	Clause stands as per RFP.
68	89		Event Based Surveillance activities	We request Bank to consider payment of actual cost for any upgradation of the system due to regulatory requirements as Bidder cannot envisage any future Hardware or Software requirements.	Clause stands as per RFP.
69	93	3	Contract Period	<p>We request Bank not to terminate the contract without assigning any reasons. Proper notice should be given for cure and after lapse of the notice period only any precatory action should be taken.</p> <p>We request Bank to incorporate following:</p> <p>The Bidder should also have a right to terminate the contract as per its convenience without assigning any reasons by providing 90 days written notice.</p> <p>Further, upon expiry of 60 months, the contract</p>	Clause stands as per RFP.

				<p>should be renewed as per the terms mutually agreed between the parties. Further, the SLA format should be decided mutually between the parties.</p> <p>In case Bank terminates earlier than stated contract period, we request Bank to pay the selected bidder a Foreclosure cost (WDV).</p>	
70	93	3	Contract Period	<p>We request Bank to give the the Bidder mutual right to terminate the contract as per its convenience without assigning any reasons by providing 90 days written notice. Further, upon expiry of 60 months, we request Bank to renew the contract only as per the terms mutually agreed between the parties.</p>	Clause stands as per RFP.
71	94	4	Terms of Payment	<p>We request Bank to incorporate the following:</p> <p>In case the dispute pertaining to payment did not resolved within a period of 15 days, in such cases Bank shall accept the invoice raised by the Bidder and shall be responsible to make payment as per agreed terms. Further, in the event of delay in payment or non-payment, the Bidder shall be entitled to charge interest @18%p.a till the actual realisation of outstanding amount and also shall be entitled to suspend the services till the amount is due to the Bank.</p>	Clause stands as per RFP.



72	96	6	Uptime calculation and standard exclusions, e)	We request Bank to include following instances as standard exclusions of Monthly uptime/availability: Theft, Vandalism, Burglary, Road blockage, Excavation, sun outage, Heavy rains that affect connectivity, Planned man days, or any network failure from Service provider.	Clause stands as per RFP.
73	96	6	Uptime calculation and standard exclusions	Like Penalty slabs are specified by Bank, considering rural areas, we request Bank to specify slabs & incentivise the selected bidder if higher than expected uptime is maintained in given regions.	Clause stands as per RFP.
74	97	7	Penalty	We request Bank to charge penalty of 0.5 % and cap it at 5% max of the ATM level pay-outs.	Clause stands as per RFP.
75	97	7	Other Penalties	We request Bank to cap the overall penalty at 5% of total monthly fees for a particular site.	Clause stands as per RFP.
76	97	7	penalty	Before levying penalty or invoking Bank guarantee, we request Bank to provide reasonable period to cure the defect / delay, if any. Further, the Bidder shall be accountable for penalty only if the reason for delay is directly attributable to the Bidder and not otherwise.	Clause is self-explanatory
77	98	7.2	Other Penalties	We request Bank not to charge any penalty on account of unforeseeable circumstances such as CRA labour issue, manpower strike. As the Bank is going to pay the bidder on Per transaction model, we request not to penalize	Clause stands as per RFP.

				for Cash outs as this would be double penalty to bear for the bidder.	
78	99	10	Compliance with Statutory and Regulatory Provisions	We request Bank to consider payment for any additional expenses incurred by the vendor on account of upgradation of hardware, software etc. to comply with statutory & regulatory provisions after the bid submission etc.	Clause is self-explanatory
79	100	11	Liquidated Damages	We request Bank to levy either the penalty or Liquidated damages, and not levy both. Further, before levying Liquidated damages or invoking Bank guarantee, Bank should provide reasonable period to cure the defect / delay, if any. Further, the Bidder shall be accountable for damages only if the reason for the same is directly attributable to the Bidder and not otherwise.	Clause stands as per RFP.
80	100	12 (vi)	Paying Authority	We request Bank to consider that in any event, Bidder cannot be responsible in case Bank procures materials from any third party and that material fails.	Clause stands as per RFP.
81	101	13	Performance Bank Guarantee	We request Bank to reduce the tenure of the PBG to 1 year and allow bidder to renew it. Such renewals can be done on yearly basis prior expiry of existing BG for the entire contract tenure instead of one PBG of 63 months.	Clause stands as per RFP.

82	102	16	Right to Alter Quantities	We request Bank that Right for altering the quantity shall be discussed mutually. Further, Bank should be under an obligation to take the quantity where Bidder cannot cancel the order.	Clause stands as per RFP.
83	106	22	Force Majeure	<p>We request Bank that the Force Majeure definition should also include, notifications issued by governmental or semi-governmental bodies from time to time.</p> <p>Further we request Bank to add below: Either Party shall under no condition/s be responsible for any losses incurred because of any acts of Terrorism Warlike situations/ Bomb explosion, Act of Foreign Enemy, hostilities, civil war, Rebellion, insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, detainment by the order of any government or any other authority. Hence losses under such situations cannot be lodged.</p>	Clause stands as per RFP.
84	108	25 (II)	Order Cancellation	<p>We request Bank to clarify on below queries: a. 125% of Original quoted cost? What will be considered as original quoted cost? B. What are considered as deliverables? Since Bank is paying selected bidder on Transaction model, we request Bank to delete this clause.</p>	Clause is self-explanatory
85	108	26	Indemnity	We request Bank that the Bidder should only be liable for direct damages losses which are suffered by the Bank and which are proven by	Clause stands as per RFP.

				the adjusting authority and not otherwise. Further, the survival period should restrict for 3 years maximum upon termination or expiration of the Agreement.	
86	113	32	Termination	We request Bank that even the Bidder should be entitled to terminate the contract in case Bank defaults the payment terms as agreed.	Clause stands as per RFP.
87	115	35	Termination For Convenience	We request Bank to consider the same rights for the bidder also. Or else Bank should compensate the vendor for his lose on account of the termination in whole or part. In case of termination by convenience, we request Bank to pay the vendor foreclosure cost (WDV) and other costs incurred in man and machinery.	Clause stands as per RFP.
88	116	36	Consequences of Termination	We request Bank to incorporate the following: In case of Termination by whatever reasons, Bidder should be entitled for non-cancellable costs i.e. the cost already incurred by the Bidder for the project.	Clause stands as per RFP.
89	119	43 (iii)	Limitation of Liability	We request Bank to cap the liability. Further, Bidder should only be liable for actual and proven losses incurred by the Bank and not otherwise.	Clause stands as per RFP.
90	127	Annexure III	Manufacturer Authorisation Form (MAF)	We request Bank to allow bidder to submit multiple MAFs for all assets, as this will help bidder to deploy faster in a shorter timeline.	Clause stands as per RFP.

91	150	Annexure XVII	NON-DISCLOSURE AGREEMENT	We request Bank that the draft should be mutually agreed before execution.	Clause stands as per RFP.
92	160	Annexure XIX	Technical Specification, 3.4	We request Bank to elaborate the Fire/Temperature/Water resistance level or standards Bank expects.	
93	164	Annexure - XIX -2	Annexure - XIX	We request Bank to clarify on below: Cost requested for 4 additional cassette only and if Bank expecting this for Cassette swap then additional 1 reject bin also to be included.	Please refer RFP page no. 47, clause no. 2.7.2.3, Sl. no.6
94	173	Annexure XIX	Technical Specification, 12.15	We request Bank to provide more details on this requirement.	Clause is self-explanatory
95	183	Annexure XIX	Technical Specification, 18.3	We request Bank to remove Antivirus software from Spec as already Terminal Security is part of the specification.	If antivirus not required in presence of whitelisting solution then bidder should not provide the same.
96	184	20.4	TECHNICAL SPECIFICATIONS, INTEGRATED ATM SURVEILLANCE SOLUTION	We request Bank to remove the requirement of 2nd external camera as surveillance will be installed and will serve the purpose.	Bank has asked for support for 2 <sup>nd</sup> external camera.
97	190	Annexure XXI	Commercial Bid	We request Bank to pay selected bidder a Fixed fees per month per ATM, over and above which per transaction fees can be paid separately. Furthermore we request Bank to allow bidder to charge Bank the actual cost of deployment of Guard wherever required.	Clause stands as per RFP.  Security guard will be provided to Bank in case to case basis on mutually agreed terms and conditions.

98	190	Annexure XXI	Commercial Bid	<p>We request Bank to modify as follows:</p> <p>Non-Financial/Non-Cash Transaction for Off-Site ATMs will be <b>80%</b> of rate quoted in A Financial/Cash Transactions.</p>	Clause stands as per RFP.
99			General Query	<p>We request Bank to pay the selected bidder 30,000/- per site per month for first six months and then move to transaction model after completion of six months. This is an industry practice and multiple Banks implement this model. Pl. note this fixed fees is apart from actual cost of deployment of guard at desired sites.</p>	Clause stands as per RFP.
100	1		The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned.	<p>Bidder would like to discuss with Bank that the proposal as submitted by the Bidder be treated confidential because the same being proprietary to Bidder and use of the proposal document be restricted only for evaluation purpose within Bank and Bidder would like to take a call as to return or destruction of proposal / document by Bank .</p>	Clause is self-explanatory
101	19, 20	Part II Clause No.13	<p>Disclaimer</p> <p>Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information,</p>	<p>Exclusion to Bank's Liability for negligence, omission, and default, lack of care or misrepresentation on the part of Bank is not acceptable. Hence, Bidder requests the Bank to modify this clause.</p>	Clause stands as per RFP

			including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.		
102	24	Part II Clause No.26	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.	Bidder would like to discuss with Bank that the proposal as submitted by the Bidder be treated confidential because the same being proprietary to Bidder and use of the proposal document be restricted only for evaluation purpose within Bank and Bidder would like to take a call as to return or destruction of proposal / document by Bank .	Clause is self-explanatory
103	34 to 38	Part II Clause No. 2.1 (e )(f) (h) (i) 2.2	e) Security Guard wherever required as per RBI/GOI/State Government guidelines, need to be provided by successful bidder without any	Request Bank to remove security guard requirement for the said requirement. This should be paid over and above arrived rates on minimum wages	Kindly refer corrigendum enclosed herewith

		<p>2.2 (k)</p> <p>2.3</p> <p>2.4</p>	<p>additional cost to the Bank.</p> <p>f) If the successful bidder desires to shift any Off-site ATM to other location, prior approval of the Bank will be required which, in normal course, will not be withheld. However, the Bidder shall bear the costs and expenses of such shifting.</p> <p>h) Payment of all rentals, taxes, duties, local taxes/levies outgo, etc. and obtaining required permissions of local authorities for hosting Signage or any other purpose for an Off-site ATM location shall be made by the successful Bidder.</p> <p>i) Arrangements for adequate power supplies for Off-site ATMs and payment of the electricity bill for Off-site ATMs shall be made by the Bidder without any delay. The Bank may ask for the copies of the paid electricity bills which shall be arranged by the Bidder. Site Identification and Installation of ATM</p> <p>Bank's prior approval is required to be obtained, in case the Bidder desires to</p>		
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			relocate any of the ATMs for reasons other than request from the Bank at his own cost. Site Work Specifications Electrical work specification		
104	35	Part II Clause No. 2.2 (i)	Installation and maintenance of UPS with minimum 4 hours battery backup. At locations or where electricity availability is erratic, battery backup of 8 hours is required. However, it is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, Vendor shall arrange for alternate power supply arrangements like DG set, solar power, etc.	The Bidder clarifies that this clause is subject to Force Majeure Event. In case of Force Majeure Event, the Bank should not charge downtime penalties.	Clause stands as per RFP.
105	46	Part IV Clause No.2.7.2.1	Copies of the agreements entered into by the Service Provider with their CMA agencies shall be made available with the Bank.	The Bidder clarifies that the Bidder shall provide a confirmation stating that Bidder and CMA have entered into an agreement for the period mentioned in this RFP than sharing agreement copies.	Clause stands as per RFP.
106	47	Part IV Clause No.2.7.2.3 (6)	As per RBI guideline, Cassette swapping is mandatory in every ATM. Whenever, Bank will implement Cassette Swapping process every ATMs should have four extra cassettes. These Cassettes will be in custody of cash linked branch. When Cash will be provided by the Bank, the CMA will load the cassette	Please note CRA will load cash in his vault and not in Banks premises. Request Bank to amend clause accordingly	It needs to be done as per RBI guideline.

			under camera surveillance. These cassettes will be locked in presence of Branch official and CMA person.		
107	48	Part IV Clause No.2.7.2.3 (13)	CMA shall perform End of Day (EOD) operation and generate Cash Balance Report (CBR) which shall be submitted to the Bank on T+1 basis. The CBR shall contain the following: i. Opening Cash ii. Cash replenished iii. Cash Dispensed iv. Overage v. Shortage vi. Cash in the Divert Bin, vii. Closing Cash viii.EOD Time	In case of cassette swap,the CMA cannot open the cassette. How will this process work as the sealed cassette will be handed over to Bank? Who will be responsible for the cash verification, overages, shortages, etc.?	It needs to be done as per RBI guideline.
108	49	Part IV Clause No.2.7.2.4	Bank reserves the right to conduct surprise inspection of the cash in ATM vault of vendor/ CMA.	The Bidder requests the Bank to give advance notice before inspection.  Any inspection will be cooperative of Bidder's confidentiality and security restrictions and guidelines and any other conditions shall be subject to parties mutually agreed terms.	Clause stands as per RFP.
109	51 to 52	Part IV Clause No.2.7.4	Liability	Bidder shall not be liable unless the reason is attributable to the Bidder like middleman attack etc. which is beyond the control of Bidder.	Clause stands as per RFP.
110	52	Part IV Clause No.2.7.5	Access to Equipment Bank agrees that neither Bank's employees nor any third party shall have access to ATM-chest including access codes/password	The Bidder requests the Bank to give advance notice before inspection.	Clause stands as per RFP.

			combination in any form. Accordingly, no Bank personnel would seek such information from CMA and its representatives. No Bank personnel would be present at the time of opening and closing of the ATM chest except on the day on which the Bank decides to conduct surprise check of the cash in ATM with CBR.		
111	93	Part V Clause No.3	<p>Contract Period</p> <p>The tenure of the Contract will be for a period of 60 Months effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.</p> <p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling</p>	<p>Bidder would like to discuss with the Bank to have a mutual termination clause.</p> <p>Bidder requests that any termination under the agreement be only for cause with a sufficient cure period and hence requests the deletion of this provision on termination for convenience. Or else Bank should compensate the Bidder for their lose on account of termination for convenience.</p>	Clause stands as per RFP

			short of the contract validity period is liable for rejection.		
112	93	Part V Clause No.3	However, after completion of initial period of 60 months, the contract may be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion.	Bidder clarifies that the Bidder shall the right to review the commercial at the time of renewal.	Clause stands as per RFP
113	94	Part V Clause No.3	The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.	Bidder requests the Bank that the SLA is subject to review of the Bidder.	Clause stands as per RFP.
114	98 to 99	Part V Clause No.8	i. Bank will hold a review meeting with the responsible senior in rank personnel of the selected bidder periodically to review the project implementation and operation. In case non satisfactory performance, the successful bidder will be given time till the next monthly review to improve the performance. ii. Notice to the bidder before Cancellation of the Contract a. Bank will hold meetings to review the managed services including that of Cash Management delivered by the Vendor as well as uptime of the ATMs and sensitise the successful bidder about Bank's concern. The	Bidder requests the Bank to delete the word as "satisfactory"	Clause stands as per RFP.

			<p>Bank's concern will also be informed by email to the successful bidder. successful bidder would be allotted Reasonable time period to improve the performance. The Vendor will be given notice of period of 90 days for cancellation of the contract</p> <p>iii) Despite the above mechanism, if the Bank is not still satisfied with the performance, Bank reserves the right to terminate the contract and invoke the performance Bank guarantee.</p>		
115	99	Part V Clause No.9	Audit	<p>The Bidder clarifies that the cost of audit shall be borne by the Bank.</p> <p>Any audit will be cooperative of Bidder's confidentiality and security restrictions and guidelines and any other conditions shall be subject to parties mutually agreed terms.</p>	Clause stands as per RFP
116	99	Part V Clause No.10	Compliance with Statutory and Regulatory Provisions It shall be the sole responsibility of the selected bidder to comply with all statutory and regulatory provisions while delivering / undertaking the services mentioned in this RFP without any additional cost to the Bank. The bidder must ensure	<p>Bidder would like to clarify that, if there is any cost impact on the scope of services by any new law, regulation, guidelines or required by Bank, that cost will be borne by the Bank.</p> <p>Any increase in minimum wages in accordance with Minimum wages Act may be notified by the Central Government of India/State Government from time to time are unforeseen. We request the Bank that in case</p>	

			that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees / labour laws are complied with while providing the Managed Services scoped under the RFP. The successful bidder may have to execute an indemnity bond in favour of the Bank in this regard.	of any changes require any additional cost on the bidders part to be on a mutually agreed basis.	
117	104 to 105	Part V Clause No.20	Confidentiality and Secrecy	Bidder requests the Bank to make this clause on mutually agreeable terms. Confidentiality and Secrecy obligations should be on mutual basis.	Clause stands as per RFP.
118	105	Part V Clause No.20	The successful Bidder is required to execute a Non-Disclosure Agreement to the Bank as per Bank's format before or at the time of execution of the Service Level Agreement.	Bidder would wish to clarify that any terms and conditions of NDA will be subject to mutual agreement between the parties.	Clause stands as per RFP.
119	105 to 106	Part V Clause No.21	Compliance With Laws	Bidder would like to clarify that, if there is any cost impact on the scope of services by any new law, regulation, guidelines or required by Bank, that cost will be borne by the Bank.	Clause stands as per RFP

				<p>Any increase in minimum wages in accordance with Minimum wages Act may be notified by the Central Government of India/State Government from time to time are unforeseen. We request the Bank that in case of any changes require any additional cost on the bidders part to be on a mutually agreed basis.</p> <p>We request the Bank that in case of any changes in the labour laws or any other laws and such changes require any additional cost to the Bidder, that cost shall be on a mutually agreed basis.</p>	
120	108	Part V Clause No.25 (v)	<p>In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , 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</p>	<p>Bidder request the Bank to delete this clause.</p>	<p>Clause stands as per RFP.</p>

			appoint any other Vendor. This is after repaying the original amount paid.		
121	108 to 110	Part V Clause No.26	Indemnity	<p>Scope of indemnity is very broad. Bidder would like to clarify and request the Bank to make the indemnity on mutually agreeable terms.</p> <p>Bidder requests the Bank to exclude the indirect damages.</p> <p>Bidder would like to clarify that Bidder is willing to indemnify only for any breach of confidentiality, gross negligence and willful misconduct (directly attributable) on the part of Bidder, breach of intellectual property rights and for violation of any relevant local laws that are applicable to the provision of services under the agreement. Bidder will be unable to indemnify the Bank for indirect liability.</p>	Clause stands as per RFP.
122	110	Part V Clause No.26	<p>Indemnity</p> <p>Further,</p> <p>i. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.</p> <p>ii. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross</p>	<p>Bidder would like to discuss with Bank to make this clause mutual and arrive a mutually agreed cap on Bidder's liability.</p> <p>Bidder requires Bank exclusion of indirect damages from the Bidder's liability</p>	Clause stands as per RFP.



			<p>Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>iii. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.</p> <p>iv. Under no circumstances Bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.</p> <p>v. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.</p>		
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123	113 to 115	Part V Clause No.32	Termination UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:	Bidder would like to discuss with the Bank to have a mutual termination clause.  Bidder requests the Bank to delete the word "Non-satisfactory"	Clause stands as per RFP.
124	115	Part V Clause No.34	Termination For Default The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.	Bidder requires termination rights for default, breach of agreement by the Bank.	Clause stands as per RFP.
125	115	Part V Clause No.35	Termination For Convenience The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and	Bidder would like to discuss with the Bank to have a mutual termination clause.  Bidder requests that any termination under the agreement be only for cause with a sufficient cure period and hence requests the deletion of this provision on termination for convenience. Or else Bank should compensate the Bidder for their lose on account of termination for convenience.	Clause stands as per RFP.

			the date upon which such termination shall become effective.		
126	116	Part V Clause No.36	Consequences of Termination	<p>Bidder clarifies that the Bidder will not give any training to the next successor bidder.</p> <p>Bidder requests the Bank to pay the outstanding if any and return all the confidential/properties information to the Bidder. This clause shall be subject to mutual agreement between the parties.</p>	Clause stands as per RFP.
127	116	Part V Clause No.37	The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.	Bidder request Bank to extend timeline as 60 days from the date of award to execute the SLA.	Clause stands as per RFP.
128	116 to 117	Part V Clause No.37	The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.	Bidder requests the Bank that the SLA, NDA and Deed of Indemnity are subject to review of the Bidder.	Clause stands as per RFP.

			The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.		
129	117 to 118	Part V Clause No.40	Dispute Resolution Mechanism	Bidder requests the Bank to change the place of arbitration and Court Jurisdiction to Chennai or Mumbai.	Clause stands as per RFP.
130	118	Part V Clause No.41	Arbitration	Bidder requests the Bank to delete this clause as arbitration is covered under clause No.40.	Clause stands as per RFP.
131	119	Part V Clause No.43	Limitation of Liability	Bidder would like to discuss with Bank to make this clause mutual and arrive a mutually agreed cap on Bidder's liability.  Bidder requires Bank exclusion of indirect liabilities from the Bidder's liability	Clause stands as per RFP.
132	123 to 124 to 150 to 159	Part V Clause No.47 Annexure-XVII	NON-DISCLOSURE NON-DISCLOSURE AGREEMENT	Bidder requests the Bank that the NDA is subject to review of the Bidder. The NDA should be on mutual basis.  Survival of this clause is subject to mutual agreement between the parties.	Clause stands as per RFP.
133		General		Bidder would like to clarify that any binding terms and conditions of the agreement, covering RFP terms, shall be on a mutually agreed basis and particularly standard legal clauses such as Limitation of Liability, Non-solicitation, Intellectual Property Rights, Assignment, Representation and Warranties, Indemnities, Dispute Resolution, Confidentiality, Termination, etc. have to be mutually negotiated and included in the final binding contract, considering the mutual interests of the parties	Clause stands as per RFP.

134		General		Bidder requests that the proposal to be submitted by the Bidder would contain confidential and proprietary information of the Bidder, hence confidentiality has to be accorded to the proposal and other documents to be submitted by the Bidder. The proposal may be used by the Bank for the sole purpose of evaluating the Bidder with respect to the RFP.	Clause stands as per RFP.
135	12	1	Eligibility criteria- Proof of document point 1	Request Bank to remove this clause as same cannot be shared with any one.	Clause stands as per RFP.
136	14	8	Provide address/s of Managed Service Centres owned by the Bidder. Satisfactory Letter from the Scheduled Commercial Bank confirming the FLM, SLM services performed for 500 ATMs as on RFP publication date.	This clause should be changed with requirement for experience of end to end management of services	Clause stands as per RFP.
137		47	6. As per RBI guideline, Cassette swapping is mandatory in every ATM. Whenever, Bank will implement Cassette Swapping process every ATMs should have four extra cassettes. These Cassettes will be in custody of cash linked branch. When Cash will be	Please note CRA will not load cash in Cassettes in Bank premises and same needs to be amended accordingly	Clause stands as per RFP.

			provided by the Bank, the CMA will load the cassette under camera surveillance. These cassettes will be locked in presence of Branch official and CMA person.		
138			General	Request Bank to give Minimum guarantee of 120 financial transactions on all ATMs	Clause stands as per RFP.
139			General	Request Bank to remove JP from requirement as current machines have EJ	JP need not to be provided.
140		49	22. CMA shall collect captured cards from the ATM locations (wherever applicable) and delivering them to the respective cash-issuing branches of the Bank for which a register shall be maintained by the Bank.	Request Bank to delete same as same won't be applicable as card readers do not pull in cards	With EMV, card latch in ATM during transaction.
141			General	Request Bank to reduce penalties as same are very high and prohibative for bidding	Clause stands as per RFP.
142	62	3.4	3.4 Resistance to Fire/Water/Temperature	Please remove Water word	Clause stands as per RFP.
143	62		S&G model dual electronic combination lock of 6+6 digits or higher with key, having one-time combination (OTC) and audit trail without any hardware change. Keys required to operate the lock	Bank to add S&G and Equivalent	Kindly refer corrigendum enclosed herewith

			in OTC mode should be provided by successful bidder without any cost to Bank. Password to be changed at the time of installation of ATM and certified to this effect in the ATM installation certificate.		
144	66	7.4	7.4 Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for, vendor shall upgrade to the latest 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.	Please conform our understanding that Bank will pay for any new OS above Windows 10 if any	Kindly refer corrigendum enclosed herewith
145	78	19	19 Colour Branding & Stickers	please confirm this stickers will be given by Bank and not to be considered by bidders	Clause stands as per RFP.
146	171	11	11 Journal Printers	Request Bank to remove this clause as same not available in new generation market accepted machines which have EJ for same.	Clause stands as per RFP.

147	188	Annexure – XX	Annexure – XX	Request Bank to provide 120 minimum financial transaction per day as minimum guarantee; Also Bank to remove slab payments and provide single per transaction cost	Clause stands as per RFP.
148	190	Annexure – XXI	Annexure – XXI	Request Bank to provide 120 minimum financial transaction per day as minimum guarantee; Also Bank to remove slab payments and provide single per transaction cost	Clause stands as per RFP.
149	97	Penalty	The aggregate Penalty payable per ATM shall not exceed 10% of the monthly Fees for the said ATM.	Request Bank to capped penalty till 5% of the monthly fees for the said ATM	Clause stands as per RFP.
150	98	7.2, Other Penalties	Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day.	Request Bank to consider penalty of Rs. 500/- per instance per day for cash outs in any ATM due to his lapse.	Clause stands modified as "a. As per issued guideline RBI/2021-22/84 DCM (RMMT) No.S153/11.01.01/2021-22 dated August 10, 2021 and its subsequent amendment, Cash-out at any ATM of more than ten hours in a month will attract a flat penalty of ₹ 10,000/- per ATM. This penalty will be in addition to other penalties and will not come under the upper limit cap as defined for other penalties."
151	100	Liquidated Damages	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the annual charges per site per week will be charged for every week's delay	Request Bank to consider liquidated damages to a maximum of 5% of the value of the systems.	Clause stands as per RFP.



			(attributable to the vendor) in the execution of the purchase order beyond the specified delivery/installation schedule subject to a maximum of 10% of the value of the systems ordered for that site.		
152	102	Performance Bank guarantee	In case the Service Level Agreement /Contract is extended, the selected Bidder shall have to submit the Bank Guarantee equivalent to 10% of the project cost/Total Cost of Ownership (TOC) for the extended period along with a claim period of three (3) months.	Bank to consider 3% of the project cost / Total cost of ownership as Bank guarantee.	Clause stands as per RFP.
153	104	Taxes	The payments which is/are inclusive of GST and other taxes, fees etc.	Request Bank to exclude GST	Clause stands as per RFP.
154	13	6	Bidder should have installed and maintained minimum <b>500 ATMs</b> as on RFP issuance date successfully.	The Bidder requests Bank to modify the clause as below. Bidder should have installed and maintained minimum <b>250 ATMs</b> as on RFP issuance date successfully.	Clause stands as per RFP.
155	NA	NA	NA	We request Bank to share the daily/monthly average transaction numbers per ATM for financial and non-financial transactions for the past three years. The Bidder needs this to arrive at the commercials for this RFP as this is on per transaction model	The details will be shared with the successful bidder.
156	66	7.1	Intel Core i5 processor 6th Generation or higher, with minimum clock speed of 2.6 GHz or higher with	We request Bank to allow minimum clock speed of 2.3 Ghz or higher.	Clause stands modified as "Intel Core i5 processor 6th Generation or higher, with minimum clock

			minimum 3MB cache.		speed of 2.3 GHz or higher with minimum 3MB cache."
157	161	3.7	OTC required to be activated by Successful Bidder at the time of installation. In case OTC not activated at the time of installation, it is responsibility of successful bidder to activate the lock to operate through OTC mode in due course without any cost to the Bank.	Vendor will be supplying the lock which is OTC capable with no h/w change. OTC enable to be done by CIT or Bank if they are doing cash loading on their own. Back-end setup including lock code (OTC) issuance will be the responsibility of the Bank / CIT	Clause stands as per RFP.
158	65	6.11	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format.	EMV standard does not require mag stripe data which makes the track 1,2,3 irrelevant. Request the Bank to remove this requirement	Clause stands as per RFP.
159	66	7.4	Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for, vendor shall upgrade to the latest version at no extra cost to the Bank. ATM operating system should be upgraded with latest service pack and patches at no	Request clarification from the Bank regarding the frequency for upgrades than leaving it open to the bidders interpretation	Clause is self-explanatory

			extra cost to Bank on timely manner as and when required.		
160	69	10.1	Minimum Top-Of-Form 40-column thermal printer/Dot matrix printer for printing various information pertaining to transaction executed by customer (Customer Receipt) in Hindi, English as well as other regional languages like (Marathi, Punjabi, Bengali, Oriya, Gujarati etc.) log of the transactions etc. i.e., Trilingual support.	Printing in the regional language will be controlled thru the switch. Request the Bank to confirm that the switch changes will be made and the required images shared to support this requirement	Bank will prefer not to print image as transaction. If for receipt image is required then same need to be done by bidder. Translation of English for regional language will be provided by Bank. Switch support will be provided.
161	69	10.2	Inbuilt software for enabling receipt printing in Hindi , English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil, Telugu and such other vernacular languages.	Printing in the regional language will be controlled thru the switch. Request the Bank to confirm that the switch changes will be made and the required images shared to support this requirement	Bank will prefer not to print image as transaction. If for receipt image is required then same need to be done by bidder. Translation of English for regional language will be provided by Bank. Switch support will be provided.
162	65	6.2	6) The ATM must have Pin Shield/ Pin Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should capable to obstruct the view of Pin pad from three sides as well as from top. It should also prevent Pin capture through Infrared enable camera.	Request clarification on infrared enabled camera as the bidder is not familiar with any technology to implement this.	Clause is self-explanatory

163	162	5.8	Secure Divert cassette bin with lock and key.	We recommend using Standard divert cassette which comes with lockable option . Requesting Bank to amend this clause as "Secure Divert cassette bin with lockable option through secure sealing"	Clause stands as per RFP.
164	162	5.10	Currency bin/Cassettes tamper indication.	Requesting Bank to clarify the scope here	Clause is self-explanatory
165	165	6.9	Should be capable of reading barcodes of all popular symbologies, including Code 128, with up to 36 Characters.	ATM will have capability to display QR code. Request Bank to confirm if physical QR code reader also to be supplied or provision to add QR code reader should be there.	QR code reader is required.
166	166	7.3	2 MB VRAM or higher Memory Compatibility so as to support the functionality and specification defined in the RFP.	VRAM is no more done through additional chip, it is part of main memory and s/w allocation. Request Bank to delete this clause	If not required, bidder should ensure that provided chip has the same or above capability.
167	168	8.1	SVGA compliant 10" (Ten Inch) and above colour LATM Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys.	Request Bank to make it "15" Touchscreen LCD with optional FDK" This is as per industry standard	Clause Stands modified as "SVGA compliant 15" (Fifteen Inch) and above colour ATM Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys."
168	168	8.5	8 Function Keys (FDK) with Braille embossing	Request Bank to make this an optional item	Clause stands as per RFP.
169	169	8.12	Ear phone jack to be provided and should be compatible with 3.5 mm jack of 3 pole as well as 4 pole	Headphone jack comes with standard 3.5mm jack port. Request Bank to look into the same	Clause stands as per RFP.
170	171	10.4	Capacity to hold 400m roll for printing approximately 5000 Transactions	Banks now prefer to use e-receipts and we recommend the roll size minimum be reduced to 120 to 130 mtrs with not less than 1100 receipts per roll	Clause stands as per RFP.

171	171	11.1	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank's requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.	Banks now go with EJ only hence requesting Bank to remove the physical JP and go with EJ only for better ATM availability and support green initiatives of Banks in India	JP need not to be provided.
172	186	21.1	Should operate in a range of temperature from 5 degree Centigrade to 50 degree Centigrade	Typical working environment for a lobby ATM is 10 to 40C. Request Bank to amend the clause as 10 to 40 C	Clause stands as per RFP.
173	186	21.2	Should be capable of operating in range of relative humidity conditions from 5%to 95%	Typical working environment for a lobby ATM is 20 to 80RH. Request Bank to amend the clause as 20 to 80RH	Clause stands as per RFP.
174	160	2.2	ATM should support DDC, NDC, any other standard compatible drivers required for communication with the switch.	Bidder's ATMs / CDs runs Only NDC protocol and same can be supported. Support for any other protocol will entail huge development efforts and will not a standard implementation. Request this clause to be ammended accordingly	Clause is self-explanatory
175	163	6.1	Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards. ATM should be ready for reading EMV chip data from EMV card with required integrated software. (Vendor to submit EMV compliance certificate) Card reader should be compliant with EMV latest specification including hardware & software licenses. It will be the responsibility of the selected bidder to implement EMV	Implementation of EMV is primarily a switch driven activity. Bidder can provide support during the EMV certification process but cannot be responsible for its implementation. Bidder can only be responsible for implementation of the EMV Level 1 & 2 certified components. EMV certification requires the Bank to interact with the networks and the switch vendor which is outside the control of the bidder.	Necessary switch support is provided.

			including testing certification, co-coordinating with switch, enabling the same in individual ATM.		
176		6.6	ATM should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication Capability and accordingly display the screen, voice prompts.	The UIDAI specifications are changing far too frequently. The current UIDAI spec requires a significant increase in the estimated bandwidth to function effectively (15+ kbps) and it is unclear if the existing protocols can/cannot support this new spec. It is therefore unwise to commit on this support at the moment.	Clause is self-explanatory
177	176	13.1.25	The solution should be able to dynamically change the hardening policy of the OS on the ATM.	Is the Bank planning to implement Active Directory Services and managing the AD server .	ATM need to be managed by successful bidder.
178	176	13.1.29	The Operating System Hardening should be managed and administered centrally	Is the Bank planning to implement Active Directory Services and managing the AD server .	ATM need to be managed by successful bidder.
179	177	13.2.9	The solution should also have capability to have central server based authentication	This requirement conflicts with the requirement stated in 13.2.6	clause stand modified as "Encryption should be linked to the ATM internal components characteristics, like peripherals USB devices. This tightly locks the encryption to local ATM environment."
180	71	12.4	The software roadmap should include support for remote key transport and XFS as well as IFX message standards	Request the Bank to remove the clause regarding IFX as it is not relevant and cannot be supported by the ATM application which supports DDC/NDC protocols.	Clause stands as per RFP.

181	71	12.18	successful bidder 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.	This clause contradicts the requirement mentioned under section 2.5.6.1 where the Bank has stated that it will not provide any software agent and the bidder is expected to select the same.	If Bank ask, same need to be provided.
182	73	13.1.21	The solution should support online and offline password management.	Request clarification from the Bank regarding this requirement. A solution can either be offline or online. It cannot support both.	Clause is self-explanatory
183	73	13.2.6	Encryption should be linked to the ATM internal components characteristics, like peripherals USB devices. This tightly locks the encryption to local ATM environment. And no central password management server is required.	This requirement seems to be specific to a particular vendors solution spec. Bidder recommends that the encryption solution must not be linked to the ATM internal components to support easier operational support without compromising the security of the solution. Request the Bank to remove the same.	Clause stands as per RFP.
184	80	21.1	ATMs installed should be talking ATMs for persons with visual impairment. It should support Regional languages, Hindi and English. Vendor has to provide & maintain the required software at no additional cost to Bank. Audio/WAV files for voice guidance functionality to be provided by successful bidder in consultation with the Bank at no additional cost. successful bidder to provide ATMs which support 3 languages including	VG implementation will conform to the RBI/NPCI circular and will support English and Hindi language only.	Clause stands as per RFP.

			regional language and this functionality should be enabled.		
185	69	8.9	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by successful bidder as per the Annexure XXII of this RFP in consultation with the Bank at no additional cost.	We assume Bank will share Voice guidance screens and WAV files .	Clause stands as per RFP.
186	81	12	Software to support IFX message emulation.	Support for IFX is not available. Request the Bank to remove the clause regarding IFX as it is not relevant and cannot be supported by the ATM application which supports DDC/NDC protocols.	Clause stands as per RFP.
187	36	1	Providing and fixing of 2' x 2'" Vittrified. .... colour anti-skid tiles for flooring (only).Laying of Tiles for steps and Raisers depending on the site conditions.	Tile color not mentioned. Please confirm if it is Ivory Color.	It will be provided to successful bidder.
188	36	4	Providing and fixing external fixed glazing comprising of 10 mm Modifloat, Saint Gobain,Asahi make clear glass covered with 100 mm x 50 mm aluminium sections and clip with	Section powder coat color not mentioned, is it black color?	It will be provided to successful bidder.
189	36	6	Bright Silver panelling at entrance and walls to 7ft./8 ft. height made of 2" x 2" Aluminium,box section with minimum 5mm ISO Aluminium Composite Panel,Exterior	4mm/5mm acp mentioned in specs however availability remains lower side in market. Request to change 3mm which is standard across industry.	Clause stands as per RFP.



			Panelling of shutter with 4 mm Aluminium Composite Sheet with trap door and all accessories.		
190	36	7	Providing and fixing of 2"x2" Aluminium Box Section partition with minimum 5mm Aluminium Composite panel / sheet lapped on front side and back side (only where backroom is available) with 8 MM thick plywood finished with Bright Silver colour enamel paint. Providing and fixing of flush Door with teak wood louvers, and necessary accessories.	4mm/5mm acp mentioned in specs however availability remains lower side in market. Request to change 3mm which is standard across industry. Flush door mentioned in specs but in ACP partition flush door will have maintenance issue and we suggest to change flush door with acp door with back side ply.	Clause stands as per RFP.
191	37	3	Supply & installation of 500x500x5mm copper plate earthing with 2.5 m long 500mm dia 'B' class G.I. Pipe with No. 8 copper wire from the bottom of pipe to top clamp and perforated holes, cast iron funnel with wire gauze on top of watering arrangement, electrode buried alternative layers of Salt/ Charcoal providing double clamp arrangement on top using fastened to the earth electrode with suitable brass bolt & nut as required including masonry chamber construction. P/f of 6 Sq mm PVC insulated copper wire with proper conducting from	Plate earthing requires maintenance and have fluctuation issues which might results in part damage in machine, however we suggest for chemical earthing 2 mtr. 50 mm dia.	Clause stands as per RFP.

			earth pit to UPS.		
192	49	30	Unless the Bidder resolves through verification as per clause 2.7.1.1.1 (e), the Bidder shall be liable for any shortage of cash and counterfeit notes found in the ATM. Any such shortage must be made good by vendor within 4 (four) working days.	MSP / CMA can ask for footages to validate unclear TXN. And will need Bank to support on the requirement where Bank has not deployed Surveillance. In parallel any reimbursement should be mutually agreed.	Clause stands as per RFP.
193	93	1	The Bank intends to deploy 200 ATMs over a period of 18 months. Quantity mentioned above is indicative only and likely to increase or decrease based on Bank's requirement. Bank will issue specific work order for each of the installation with location details.	The bidder will be investing on the infrastructure to support the Bank and there are fixed costs irrespective of the number of units. The bidder request the Bank to provide the month on month deployment plan for these 200 ATMs which is assumed to be deployed over a period of 18 months.	It will be provided to successful bidder.
194	173	12.17	successful bidder 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.	Since this is an ATMaas and the bidder is going to use its own tool to provide the EJ service, we request the Bank to remove this clause.	If Bank asks, same need to be provided.
195	107	24. Acceptance Testing	The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The	We request Bank to confirm that testing will be as per the scope of the RFP and specifications called out in the RFP. If any changes required by the Bank in the specification/scope, commercials for same need to be mutually agreed with the Bidder. Also, this activity would require Field engineer visits which need to be paid.	Clause stands as per RFP.

			<p>provisioned items will be deemed accepted only on successful acceptance of those products and the <b>vendor would need to provision insurance of those items till successful acceptance.</b> The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test</p>		
196	41	2.5.7	<p>vi. Centralized monitoring &amp; control over access to safes (Access to safe shall be monitored by Bidder)</p>	<p>We request the Bank to confirm that this clause is referring to the "One Time" Combination" lock management .</p>	<p>OTC need to be maintained by successful bidder.</p>
197	59	2.12	<p>Enabling Value Added Services The following transactions are listed as "Optional": i. Mobile Top Up ii. Bill Payments (Utility Bills, Fees, Insurance Premium,</p>	<p>If in future, Bank decides to add any new functionalities which require changes in the ATM software, we request Bank to pay for the additional requirement at mutually agreed rates. Also, we request Bank to change the time period of providing these value added services from 15 to 30 working days of the</p>	<p>Clause is self-explanatory</p>

			<p>etc.) intra Bank</p> <p>iii. Mini Statements of last 10 transactions</p> <p>iv. Fund Transfer</p> <p>v. Request for Mobile Banking</p> <p>vi. Request for Cheque Books</p> <p>vii. Request for Statements</p> <p>The Bidder shall ensure that either all or some of the above mentioned value-added transactions are enabled at the ATM as and when requested by the Bank. The Fees for these transactions shall be the same as for "Non-financial" transactions. The Bank shall be responsible for customizing the processing of these transactions at its Switch and testing of the same. <b>The Bidder shall be under obligation to provide the valueadded services within 15 (fifteen) working days of the receipt of the written request</b> by the Bank, subject to the Bank making necessary screens available to the Bidder and fulfilling their scope of work required on their side.</p>	<p>receipt of written request. After User Acceptance Testing any of Changes required at software level / testing same will be fallen into bucket of Change Request. Time and Cost will be mutually agreed with Bank team, depending on work required.</p>	
198	49	30	<p>Unless the Bidder resolves through verification as per clause 2.7.1.1.1 (e), the Bidder shall be liable for any shortage of cash and</p>	<p>MSP / CMA can ask for footages to validate unclear TXN. And will need Bank to support on the requirement where NCR MSP has not deployed Surveillance. In parallel any reimbursement should be mutually agreed.</p>	<p>Clause is self-explanatory</p>

			counterfeit notes found in the ATM. Any such shortage must be made good by vendor within 4 (four) working days.		
199			Video surveillance- DVR health status monitoring (Using AI methodology), Storing of video images for 90 days in DVR, DVR Health Check-Up	Bidder don't use DVR in the e-surveillance solution as this is primitive technology. We use Edge Controller as the recording technology. Request Bank to consider Edge Controller/Any other latest technology in the E-surveillance technical specifications.	Provided technology should serve the requirement specified in clause.
200	84	E-Surveillance system:	CCTV surveillance from command center.	The Surveillance monitoring is done through alerts and tickets generated from pre-defined events. The site /footages is then viewed by the command center agents.	Clause stands as per RFP.
201	84	E-Surveillance system:	Physical visit of site for footage retrieval in case duration is more than 1 hour.	For such cases where the Bank will have to provide external storage device if same is requested by Bank	Clause stands as per RFP.
202	84	E-Surveillance system:	Person entering the ATM with Cap, covered face, <b>Eye Shades</b> , Helmet etc. Identification done by using AI features	We request the Bank to exclude the "Eye shade" as the solution does not capture eye shades.	Clause stands as per RFP.
203	185	20:20	The image surveillance hardware should be integrated within the ATM	We understand that Bank is talking about the camera solution in the ATM. Please confirm if the understanding is correct.	Clause is self-explanatory
204	186	21.3	Energy saving features. Indicate Power consumed include standby/sleep mode.	Energy saving is feature of solution by controlling appliance by switching on/ Off remotely by schedule and which will eventually help save energy consumption to Bank. Power consumption indication would be a manual calculation	Clause is self-explanatory
205	41	2.5.6.2 (d)	Successful bidder need to provide EJ at branch request as and when required.	Bidder does not stores the readable copy of the EJ files, The EJ files are pushed to the Bank with EJ viewer provided to them. Bank can then allow the access to the branches.	If required, successful bidder needs to provide the same.

206	41	2.5.6.1 (b)	Remote loading of ATM screens and Software distribution including provision of software for such facilities and the activity shall be carried out by Bidder free of cost. The Bank will not provide any software/agent for the same nor pay for these agents separately.	The MSP can push the screens however the distribution of the Software depends on the software size & the network bandwidth from Bank's DC to the ATM. We request the Bank to confirm the available Bandwidth to the ATMs	It will be provided to successful bidder.
207	47	2.7.1.1	2.7.2.2 Online Cash Balances shall be provided by the Bank to Bidder regularly through switch feed. The Bidder shall undertake Cash Planning of ATMs for arriving at Cash replenishment requirement of a ATM on a particular day. It shall be based on the balance available in ATM bins in the morning and dispense pattern of particular ATM during peak periods (salary/first week), holidays and non-peak days.	For optimum forecasting & , we need the Bank to provide the cash balances in bidder's file format with all basic mandatory fields like... Opening balance, closing balance, dispensation, cash increased, cash decreased, pre-replenishment %, returns & deposits at denomination level .  The bidder requests the Bank to provide 24 months historical data so that the network cash can be optimized from the day one.	Clause stands as per RFP.
208	47	2.7.2.3.3	The Bidder shall send ATM-wise cash indent 24 (twenty four) hours in advance by e-mail and / or fax to the cash link branch with copy to the local / regional /zonal office of the Bank under whose purview the Link Branch falls for the purpose of facilitating the Bank to keep the cash ready.	Bidder would send tentative cash requirement a day before (on T-1), and would be confirming the cash availability at denomination level, to then send the final indent on the day of loading (T) early morning for cash withdrawal. There might be variation +/-10 to 30% between tentative vs final indent due to abnormal dispense, execution of indented value, CRA failure etc.	Clause stands as per RFP.

209	47	2.7.2.3.6	As per RBI guideline, Cassette swapping is mandatory in every ATM. Whenever, Bank will implement Cassette Swapping process every ATMs should have four extra cassettes. These Cassettes will be in custody of cash linked branch. When Cash will be provided by the Bank, the CMA will load the cassette under camera surveillance. These cassettes will be locked in presence of Branch official and CMA person.		Please refer RFP page no. 47, clause no. 2.7.2.3, Sl. no.6
210	49	2.7.2.3.25	Forecasting of Cash requirement for ATM shall be based on past dispense and average dispense of that ATM. However Cash indent/replenishment at an ATM shall not exceed the quantum of cash envisaged to be required for maximum up to 2 (two) days and holidays.	Bidder would discuss & agree on the Cash indent/replenishment (Factor Of Safety) on a month on month basis considering the public events and volatility of dispensation.	Clause stands as per RFP.
211	49	2.7.2.3.26	Cash indent will be raised by Bidder on Day "0" by 4:00 pm via e-mail on daily basis except Sundays/Public/National Holidays. (Day "0" is a day on which the indent is sent to Bank, Day "01" is a next working day of cash collection and replenishment).	1- Bidder would send tentative cash requirement on T-1, would request Bank to confirm cash availability at denomination level, then final indent would go on T early morning for cash withdrawal. There might be variation +/-10 to 30% between tentative vs final indent due to abnormal dispense, execution of indented value, CRA failure etc.	Clause stands as per RFP.

			Subsequently, cash will be given by Bank on day "01" during the Banking hours as agreed upon between the cash branch and the CMA.		
212	49	2.7.2.3.27	At centres, cash should be indented, collected, replenished in ATMs and surplus cash deposited back into the Cash issuing branch on the same day.	Request Bank to allow for overnight vaulting wherever vaulting is available, for non-vaulting it would be best effort basis branch availability	Clause stands as per RFP.
213	49	2.7.2.3.29	The Bidder/CMA shall count the cash and also flip through the bundles before accepting the cash from the Link Branch.	Request Bank to give sorted cash	Clause is self-explanatory
214	49	2.7.2.3.31	In case counterfeit currency is dispensed from ATM, the responsibility will be of the Bidder and penalty of RS. 10000/- per instance would be levied.	The penalty should be changed for the cases where its proven that the counterfit currency is not provided by the Bank and is loaded by the CRA 2- Request Bank to reconsider penalty amount as the penalty amount is very high. 3. Request Bank to provide sorted cash	Clause stands as per RFP.
215	98	7.2.a	Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day. There will be no exclusions – other than standard exclusions listed in clause 8.5 – in this regard. However, for single currency cash out/one cassette cash out, the ATM will not be treated as Cash Out for the purpose of calculation of Penalty. This penalty will be in	Besides the exclusions listed, we request the Bank to include the following over & above the standard exclusions, i. Abnormal increase in cash withdrawals by cardholders, high dispensation from machine. li. If ATM is dispensing above cassette capacity then this needs to get excluded from cash out	Clause stands modified as "a. As per issued guideline RBI/2021-22/84 DCM (RMMT) No.S153/11.01.01/2021-22 dated August 10, 2021 and its subsequent amendment, Cash-out at any ATM of more than ten hours in a month will attract a flat penalty of ₹ 10,000/- per ATM. This



			addition to other penalties. This Penalty will be concurrent with other penalties and the Vendor will be required to pay only the amount which is higher.		penalty will be in addition to other penalties and will not come under the upper limit cap as defined for other penalties."
216	98	7.2.a	7.2 Other Penalties a. Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day. There will be no exclusions – other than standard exclusions listed in clause 8.5 – in this regard. However, for single currency cash out/one cassette cash out, the ATM will not be treated as Cash Out for the purpose of calculation of Penalty. <b>This penalty will be in addition to other penalties. This Penalty will be concurrent with other penalties and the Vendor will be required to pay only the amount which is higher.</b>	We request the Bank to please explain the other penalties that are being referred to here.	Clause stands modified as "a. As per issued guideline RBI/2021-22/84 DCM (RMMT) No.S153/11.01.01/2021-22 dated August 10, 2021 and its subsequent amendment, Cash-out at any ATM of more than ten hours in a month will attract a flat penalty of ₹ 10,000/- per ATM. This penalty will be in addition to other penalties and will not come under the upper limit cap as defined for other penalties."
217	39	2.5.3.1	g. Taking backup of camera images on monthly basis on a suitable backup media and handing over the same to the Bank's controlling office. h. Maintaining proper register of the backup taken for DVSS with acknowledgement from Bank's Controlling Office and	Bidder Needs more clarity as taking a backup of camera images is not part of FLM, this require OEM Engineer if it refers to ATM/CD linked camera images or 3rd Party vendor Engineer if this is an external CCTV camera images not linked with ATM	Clause stands as per RFP.

			handover of backup to Bank's Controlling Office.		
218	40	2.5.3.2	<p>i. For severe defects resulting in ATM being completely non-operational</p> <ul style="list-style-type: none"> <li>• Within 2 (two) hours within municipal city limit</li> <li>• Within 4 (four) hours beyond municipal city limits but upto 30 kms</li> <li>• Within 6 (six) hours beyond 30 kms of the municipal limits</li> </ul> <p>ii. For operational defects in ATMs which are still functional and usable</p> <ul style="list-style-type: none"> <li>• Within 4 (four) hours within municipal city limit</li> <li>• Within 6 (six) hours beyond municipal city limits but upto 30 kms</li> <li>• Within 8 (eight) hours beyond 30 km of the municipal limits</li> </ul> <p>iii. For failures which are not critical</p> <ul style="list-style-type: none"> <li>• Within 1 (one) day within municipal city limit</li> <li>• Within 2 (two) days beyond municipal city limits but upto 100 kms</li> <li>• Within 4 (four) days beyond 100 kms of the municipal limits</li> </ul>	<p>Bidder requests Bank to reconsider the TAT for below Distance for Severe defects,</p> <ul style="list-style-type: none"> <li>• 30 to 50 Kms - 8 hrs</li> <li>• 51 kms to 80 kms - 12 hrs</li> <li>• 81 kms to 120kms - 24 hrs</li> <li>• 121 kms above - 48 hrs</li> </ul> <p>* Distance to be calculated from the Service provide Hub locations</p> <p>Bidder recommend to keep the same TAT of Non critical for Operational defects also.</p>	Clause stands as per RFP.

219	40	2.5.3.3	2.5.3.3 Vendor shall provide FLM services on 24 X 7 X 365 basis.	Bidder Requests Bank to consider Govt. guidelines and access restrictions/critical areas as an exemption for 24 X 7 X 365	Kindly refer exclusion and force majeure clause.
220	40	2.5.5	Bank officials will inspect the Site at least once in a month. Bidder shall repair / replace the defective / non-functioning furniture, fittings and equipment within 2 (two) working days of the official communication to the Vendor.	Bidder hereby confirms that repair & replacement will be carried out per the mutually agreed scope & only for agreed material. Apart from that any repair of replacement of any material, equipment will be charged as per agreed terms	Clause stands as per RFP.
221	94	Part – V Point 6	e) Exclusions to Downtime	Bidder Request Bank to add below Standard Exclusions in Uptime calculations which are beyond Bidder Control: 1. Force majeure: flood, earthquake, natural calamities and vandalism cases, delays due to strikes, Bandh, Hartal, Political instability in the region, area transformer outage 2. In ability of Bank's third party vendor to support or meet the SLA 3. Site not accessible for ATM servicing due to timing/access restrictions from Govt. or Local Authorities 4. Any ATM being shutdown on daily basis on evening hrs 5. Downtime due to Software/MVS & Other scheduled maintenance calls 6. Any Third party component failure where replacement required 7. Area Power failure beyond the battery backup 8. software loading/issues, MVS/Solid core issues. 9. Downtime post operating hours as per the guidelines 10. Delay by the Bank in proving Terminal	Clause stands as per RFP.

				<p>Master (TM) keys</p> <p>11. If the branch is unable to give the cash as per the indent and in ATM-Fit currency, the cash out instances and resultant CD downtime (ex: Cash jam etc.,) will be excluded from the calculation of uptime</p> <p>12. Downtime due to NFS/issuing Bank network unavailability including but not limited to lease lines/LAN, host connectivity with the Switch or any other devices or due to the downtime of existing ATM leased line downtimes.</p> <p>13. Downtime due to unavoidable delays for service personnel to reach the site on account of unavailability of public transport, road blocks, strikes, riots or natural calamities etc.,</p> <p>14. Problems caused in rural areas or chronic power deficit area due to power cuts and improper switching OFF/ON of CD after the restoration of power</p> <p>15. Downtime due to robbery attempt/vandalism at the site</p> <p>16. Downtime caused due to any fraudulent activity which requires investigation</p> <p>17. Downtime caused due to delays in approval from Bank for the spares replacement (including all consumables due to any breakdowns, thefts, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, etc. or natural wear &amp; tear or due to aging of Cash Dispenser)</p> <p>18. Network related downtime where the VSAT/Leased Line/Wireless connectivity provided by Bank</p> <p>19. All downtime related to UPS &amp; Batteries failures, Electrical issues and site infra related attributable to Bank</p> <p>20. Access to site blocked due to civil work by</p>	
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				municipal authorities 21. Any other downtime which are attributable to Bank	
222	97	Part – V Point 7	7.1 For failure to ensure minimum availability (post applicable exclusions for Downtime) per ATM calculated on monthly basis	Bidder request Bank to reconsider the penalty chart/amount & have a capping of maximum of 2% to make business viable.	Clause stands as per RFP.
223	98	Part – V Point 7	The aggregate Penalty payable per ATM shall not exceed 10% of the monthly Fees for the said ATM. This limitation is not applicable for penalties for delayed Installations (Liquidated damages), counterfeit currency in ATMs and disputed transaction amount. If any penalty levied by RBI, ombudsman or statutory authority due to non-compliance of terms by bidder as mentioned in this RFP shall be recovered at actual.	Bidder request Bank to consider all type of penalty in Capping to make business viable.	Clause stands as per RFP.
224	39	2.5.3	J. If Thermal Paper used for Receipt / JP, it shall have the quality to retain the print at least for one-year period.	Print quality remains good on average for 6 months. It depends on other external factors like storage also. Hence, Bidder request to revise this clause as 6 months from 1 yrs with the exemption on the impact of external factors (storage etc.,) if any.	Clause stands as per RFP.
225	39	2.5.2	f. General maintenance of UPS, flooring, ceiling, Leakage/Seepage, Signage repairs/replacements, replacement & maintenance of Door closures, lights,	Leakage and seepage comes under the ATM shop owner/Bank.	Clause stands as per RFP.

			etc.		
226	39	2.5.2	c. Electrical and lighting maintenance like replacing lights, tubes, bulbs, holders, electrical switches, starters, chokes, etc. as and when required. The problems with the lights including replacements are rectified within 4 hours.	Given timeline of 4 Hrs is not enough as it is subject to the availability of materials/labour and distance of the sites. Bidder request to revise this timeline to 24hrs Minimum	Clause stands as per RFP.
227	38	2.5	The successful bidder must locate senior personnel at the identified centres of the Bank; such persons shall be responsible for handling all issues.	Bank to clarify on the no. of resources to be placed in Bank centers and location details.	Clause stands as per RFP.
228	41	2.5.8	ii. The central help desk shall be customized to cater to the Bank's requirements, which eliminates any process duplication. <b>In addition the successful Vendor would be expected to have a service center with dedicated telephone number in each of the districts in the geography for which they are implementing the contract.</b>	Bidder request clarification on this clause on the support/scope of deliverables expected from the regional service centers and the list of tentative districts/locations	Clause is self-explanatory
229	98	7.2	c. In case of Preventive Maintenance not being carried out once in quarter and/or pest control/anti-rodent measures not being carried out once in a year, a penalty of Rs. 500/- per	Bidder assumes preventive maintenance refers to the ATM Machines PM only and requesting Bank to revise the penalty to Rs.100/- instance and exempt if the PMs couldn't be performed due to forcemejaure/other reasons beyond the bidder's control (Ex: Pandemic etc.,)	Clause is self-explanatory

			instance per Site will be levied.		
230	35	2.1	h) Payment of all rentals, taxes, duties, local taxes/levies outgo, etc. and obtaining required permissions of local authorities for hosting Signage or any other	We request the Bank to share the average rental & electricity currently paid in these given zones	Clause stands as per RFP.
231	34	2.1	c) Site selection will be done by successful bidder and Bank in between 70:30 ratios. 70% site will be identified by successful bidder and 30% site will be identified by Bank. Successful bidder need to install the machine at identified site in prescribed timeline.	The bidder needs to know that site location will be with in the 42 zones listed in the RFP.	It will be shared with successful bidder.
232	34	2.1	c) Site selection will be done by successful bidder and Bank in between 70:30 ratios. 70% site will be identified by successful bidder and 30% site will be identified by Bank. Successful bidder need to install the machine at identified site in prescribed timeline.	For the 30% to be identified by the Bank Will the site selection for these will be done by the Bank ? Will the Bank will compensates for not enough transactions?	Clause is self-explanatory
233				We request the Bank to provide the monthly transactions data for last 36 months (pre-covid & covid)	
234	97	7	Penalty	Penalty cap is being given for only the availability and is 10% of the monthly fees. All other penalties have no capping. Since the pricing is based on the transactions The bidder	Clause stands as per RFP.

				requests the Bank to consider the overall penalty capping of 10%.	
235	35	2.2	i. Installation and maintenance of UPS with minimum 4 hours battery backup. At locations or where electricity availability is erratic, battery backup of 8 hours is required. However, it is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, Vendor shall arrange for alternate power supply arrangements like DG set, solar power, etc.	How many % of the sites today are in 4 Hrs battery back Vs 8 Hrs battery back Vs DG Sets. Is there any specifications for UPS such as 1KVA or 2KVA.	Information will be disclosed to the successful bidder.
236	34	2.1 g	g) In case the Bank desires to shift any site to another location, the cost of shifting including the cost of site implementation services at new Site, cost of premature termination of lease and costs of dismantling original Site shall be paid by the Bank to the bidder at mutually agreed rates.	We request Bank to please specify under which conditions Bank will want to shift the site to other locations	Clause is self explanatory
237	35	2.2 k	k. Bank's prior approval is required to be obtained, in case the Bidder desires to relocate any of the ATMs for reasons other than request from the Bank at his own cost.	Will Bidder have the discretion to relocate the site if the ATM site does not do transactions above mutually agreed threshold? We request Bank to provide approval within two weeks.	Kinldy refer page 34 clause 2.1.f



238	45	2.7.1.1	<p>2.7.1.1 "ATM Loss" means a single occurrence of the loss of valuables in excess of Rs. 2000/- (Rupees two thousand only) from the single ATM. The amount of an ATM Loss is the face value of the Currency, plus the reasonable cost of reconstructing the negotiable instruments or other items of value including but not limited to re-issuance and stop payment fees, stolen, lost or destroyed as a result of the occurrence. ATM losses do not include any loss of Valuables occurring outside the ATM room, including but not limited to losses occurring while such Valuables are in transit.</p> <p>2.7.1.1.1 The amount of an ATM Loss does not include the face value of stolen, lost or destroyed negotiable instrument or any loss of any value of stolen, lost or destroyed negotiable instrument or any loss of any nature to the extent such loss results from</p> <ol style="list-style-type: none"> <li>the fraudulent use of fake magnetic debit and credit cards by third parties</li> <li>damage from breakage</li> <li>vandalism</li> </ol>	<p>We request Bank to delete the wordings in red and add Wordings in underline format.</p> <p>2.7.1.1 "ATM Loss" means a single occurrence of the loss of valuables in excess of Rs. 2000/- (Rupees two thousand only) from the single ATM. The amount of an ATM Loss is the face value of the Currency, plus the reasonable cost of reconstructing the negotiable instruments or other items of value including but not limited to re-issuance and stop payment fees, stolen, lost or destroyed as a result of the occurrence. ATM losses do not include any loss of Valuables occurring outside the ATM room, including but not limited to losses occurring while such Valuables are in transit. <u>Bidder's total liability for any single ATM Loss will in no event exceed</u></p> <p>2.7.1.1.1 The amount of an ATM Loss does not include the face value of stolen, lost or destroyed negotiable instrument or any loss of any value of stolen, lost or destroyed negotiable instrument or any loss of any nature to the extent such loss results from</p> <ol style="list-style-type: none"> <li>the fraudulent use of fake magnetic debit and credit cards by third parties</li> <li>damage from breakage</li> <li>vandalism</li> <li>currency dispensed due to fraudulent instruction manually or electronically transmitted to the ATM</li> <li>discrepancies between the network reports and ATM bill counter totals. In the event of such discrepancies, the Bank shall provide the Switch file and the Bidder shall resolve the</li> </ol>	<p>Clause stands as per RFP.</p>
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			<p>d. currency dispensed due to fraudulent instruction manually or electronically transmitted to the ATM</p> <p>e. discrepancies between the network reports and ATM bill counter totals. In the event of such discrepancies, the Bank shall provide the Switch file and the Bidder shall resolve the same through a verification of bill counter totals at the Switch and at the ATM, alongwith the physical count of cash in the ATM.</p>	<p>same through a verification of bill counter totals at the Switch and at the ATM, alongwith the physical count of cash in the ATM.</p> <p><u>f. Theft or robbery or any third party beyond NCR's direct control</u></p>	
239	60	2.13.4	2.13.4 Selected bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued during the contract period:	As we cannot envisage any such advisory guidelines, It is advisable that any new regulatory changes to be mutually agreed with the Bank.	Clause stands modified as: "Selected bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued till the completion of all 200 OPEX ATMs installation:"
240	93	3	<p>3. Contract Period</p> <p>The tenure of the Contract will be for a period of 60 Months effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without</p>	We request the Bank not to terminate the Agreement for its convenience or without assigning any reasons as Bidder need to bear sizeable investment as the initial setup cost . If the Bank should desire to terminate the Agreement for its convenience then the Bank should pay termination compensation to the Bidder and take over the ATM and other Related Assets as per the WDV Value of the assets.	Clause stands as per RFP.

		<p>assigning any reason and without any cost or compensation therefor. However, after completion of initial period of 60 months, the contract may be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion.</p> <p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 3. Contract Period</p> <p>The tenure of the Contract will be for a period of 60 Months effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after completion of initial period of 60 months, the contract may be extended/ renewed for further 24 months on existing</p>		
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		<p>terms and condition as per Bank's discretion.</p> <p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 903. Contract Period</p> <p>The tenure of the Contract will be for a period of 60 Months effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after completion of initial period of 60 months, the contract may be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion.</p> <p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its</p>		
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			<p>sole discretion by giving 90 days" notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.</p> <p>The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.</p>		
241	96	7.1	<p>7. Penalty</p> <p>If any penalty levied by RBI, ombudsman or statutory authority due to non-compliance of terms by bidder as mentioned in this RFP shall be recovered at actual.</p>	Request Bank to delete The language in red as they are in addition to the penalties to be agreed with the Bank. Bidder has no visibility on the penalties to be imposed by the RBI or the Ombudsman. Bidder does not control or come under the purview of RBI or Ombudsman	Clause stands as per RFP.
242	99	9	9. Audit	The Scope of Audit should be limited the records and invoices related to the Services only. We request The Bank to provide reasonable notice in advance. The Bidder shall not be obliged to provide any business sensitive information, confidential information, trade secret or its costs or margin etc.	
243	99	10	It shall be the sole responsibility of the selected bidder to comply with all statutory and regulatory provisions while delivering / undertaking the services mentioned in this RFP without	We request Bank to pay for the security guards as per minimum wages and not to include the same in TCO. We will comply to all the regulations as on the date of RFP submission. Any future changes which will have commercial impact need to be mutually discussed between Bank and bidder.	Security guard deployment in ATMs will be taken by Bank with selected bidder on case to case basis. Bidder should not factor cost of security guard in TCO.

			any additional cost to the Bank. The bidder must ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing the Managed Services scoped under the RFP. The successful bidder may have to execute an indemnity bond in favour of the Bank in this regard.		
244	100	12	<p>The payment will be made by respective Zonal Office. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.</p> <p>However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.</p>	We request Bank to release payments centrally from the Bank HO.	Clause stands as per RFP.
245	101	12	Bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the	We request Bank to provide a cure period of 60 days to remedy any breach or discrepancy attributable to the Bidder. Further, in the event of termination of the Agreement for any	Clause stands as per RFP.

		<p>following circumstances:</p> <p>i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</p> <p>ii. The bidder goes into liquidation voluntarily or otherwise.</p> <p>iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>v. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p> <p>vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right</p>	<p>reasons whatsoever, the Bank should take over the ATM and Related Assets at a price determined by the Bidder as the ATMs and Related Assets will be deployed specifically for the Bank as per the specifications given by the Bank.</p>	
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			<p>to get the balance order executed by another party of its choice by giving 90 days" notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>viii. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>ix. Non-compliance of the scope of the job.</p> <p>x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the Bank.</p> <p>xi. On the events of data piracy / privacy / system failures / security failures.</p>		
246	105	21	Compliance With Laws	<p>The Bidder cannot agree to indemnify or defend the Bank unless there is a legal suit filed against the Bank by a third party due to the Bidder's gross negligence or wilful misconduct, the Bidder has the sole control of defence or settlement (at its discretion) and the Bank pay the amount awarded by the Court.</p>	Clause stands as per RFP.



				<p>We request Bank to change The language "and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from" and "and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder" to be deleted. The Bank should come under breach of contract.</p>	
247	106	22	Force Majeure	<p>We request Bank to include Acts of God or Government, pandemic/lockdown, fire, strikes under Force Majeure.</p>	Clause stands as per RFP.
248	107	25	Order Cancellation	<p>In the event of termination of the Agreement for any reasons whatsoever, we request Bank to compensate by paying the termination feed and take over the ATM and Related Assets at WDV.</p>	Clause stands as per RFP.
249		26	Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all	<p>The indemnity requested by the Bank is very broad. We request Bank to change the language as per attached Indemnity clause in sheet-2.</p>	Clause stands as per RFP.

		<p>claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from a) an act or omission of the service provider and /or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or</p> <p>b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,</p> <p>c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or</p> <p>d) 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.</p> <p>Vendor shall further indemnify the Bank against any loss or damage to the Bank</p>		
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			<p>premises or property, loss of life, solely attributable, 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,</p> <p>i. the Bank notify the vendor in writing immediately on becoming aware of such claim,</p> <p>ii. the Vendor has sole control of defence and all related settlement negotiations,</p> <p>iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>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.</p>		
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			<p>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 Vendor's 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>		
250	111	30	<p>Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Procurement of ATMs on OPEX Model. All hardware and software must be supplied with their original and complete printed</p>	<p>Request Bank to delete Wordings in red in Section 30 as the Bidder cannot provide any guarantee that the material as deemed suitable for the delivery and management for the RFP.</p>	<p>Clause stands as per RFP.</p>

			documentation.		
251	112	31	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: Ø Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;</p> <p>Ø Delay in offering;</p> <p>Ø Delay in commissioning project beyond the specified period;</p> <p>Ø Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;</p> <p>Ø Serious discrepancy in project noticed during the testing;</p> <p>Ø Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</p> <p>Ø Serious discrepancy in completion of project.</p> <p>Ø Serious discrepancy in maintenance of project.</p>	<p>In the event of termination of the Agreement for any reasons whatsoever, we request Bank to take over the ATM and Related Assets at a price determined by the Bidder as the ATMs and Related Assets will be deployed specifically for the Bank as per the specifications given by the Bank.</p> <p>The Bank should pay for the transition assistance services to third party including transfer of data to any third party. Request Bank to delete the below wordings from the clause.</p> <p>The wordings: "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.</p> <p>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 Bidder's 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.</p> <p>As aforesaid the Bank would procure the equipment from the third party only in the</p>	Clause stands as per RFP.

			Bank shall notify selected bidder with 90 days" notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.	event that the equipment was available at more favourable 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." to be deleted.	
252	114	32	Termination UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:	In the event of termination of the Agreement for any reasons whatsoever, we request Bank to compensate by paying the termination feed and take over the ATM and Related Assets at WDV.	Clause stands as per RFP.
253	115	34	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.	Request The Bank to provide cure period of 60 days. In the event of termination of the Agreement for any reasons whatsoever, we request Bank to compensate by paying the termination feed and take over the ATM and Related Assets at WDV.	Clause stands as per RFP.

254	115	35	The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/ Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract/ Service Level Agreement is terminated and the date upon which such termination shall become effective.	We request the Bank not to terminate the Agreement for its convenience or without assigning any reasons as Bidder need to bear sizeable investment as the initial setup cost . If the Bank should desire to terminate the Agreement for its convenience then the Bank should pay termination compensation to the Bidder and take over the ATM and other Related Assets as per the WDV Value of the assets.	Clause stands as per RFP.
255	116	36	In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next	In the event of termination of the Agreement for any reasons whatsoever, we request Bank to compensate by paying the termination fee and take over the ATM and Related Assets at WDV. The Bank should pay for the transition assistance services to third party including transfer of data to any third party.	Clause stands as per RFP.

		<p>successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/ personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such</p>		
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			<p>other rights and/or remedies that may be available to UCO Bank under law or otherwise.</p> <p>The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.</p>		
256	119	43	<p>43. Limitation of Liability</p> <p>i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.</p> <p>iii. The limitations set forth in point no. 1 shall not apply</p>	<p>Request Bank to consider the below amendment to the Limitation of liability clause:</p> <p><u>The aggregate liability of the Bidder should be limited to revenue earned by the Bidder for a period of 6 months preceding the date of notification of claim.</u></p> <p><u>NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE, ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY ORDER, FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY NCR TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. RECOVERY OF PENALTY OR SERVICE CREDITS WILL BE BANK'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY</u></p>	<p>Clause stands as per RFP.</p>

			with respect to: a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership. b) damages occasioned by the gross negligence or willful misconduct of Service Provider. c) damages occasioned by Service Provider for breach of confidentiality obligations. d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.	FOR SERVICE LEVEL FAILURE.  The Bidder has no visibility for Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project and hence to be deleted, in light of the SLA penalties to be agreed between the Parties.	
257	63	4.1	In-built SMPS to work on 210 V 50 Hz power supply	In-built SMPS to work on 230 V 50 Hz power supply.	Clause stands as per RFP.
258	63	4.2	Support input voltage of 210 V AC/50 HZ with +/- 5% variation	Support input voltage of 230 V AC/50 HZ with +/- 5% variation	Clause stands as per RFP.
259	65	6.8	CD should have capability for 1D/2D barcode and QR code scanner of scanning codes from mobile phones, compliant with Code128, Code39, QRCode standards.	CD should have capability for 1D/2D barcode and QR code scanner of scanning codes from mobile phones, compliant with Code128, Code39, QR Code standards. Successful bidder is required to provide for hardware &	Clause stands as per RFP.

			Successful bidder is required to provide for hardware & software for that without any cost to Bank.	software for that with mutually agreed cost.	
260	66	7.1	Intel Core i5 processor 6th Generation or higher, with minimum clock speed of 2.6 GHz or higher with minimum 3MB cache.	<p>Intel® Core™ i3 Processor or higher with minimum 2.6 GHz and 6 MB cache or above and 4 GB DDR3 RAM or higher.</p> <p>For an ATM application, only limited software packages are loaded. And most of the downloads happen through switch whenever needed in the transaction.</p> <p>During the peak load, i.e, when the ATM SW engages with the customer during transaction, only 20% of CPU is utilized.</p> <p>Moreover, i5 processors will consume more power (quad core) and hence there will be more heat dissipation. This will impact the requirement of ATM working without Air-conditioners.</p> <p>Considering the above factors, i3 processor with the specifications mentioned above and 4 GB RAM will be sufficient for the ATM.</p>	Kindly refer corrigendum enclosed herewith
261	66	7.4	Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the	Linux/Microsoft Windows 10 or higher with latest service pack and patches capable of multi- tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when	Linux/Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all

			ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for, vendor shall upgrade to the latest 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.	required and mandated at no extra cost to Bank. And for Linux, vendor 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	activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for, vendor shall upgrade to the latest 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.
262	66	7.5	(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 ATMs.	(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 ATMs.	(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 ATMs.



**Department of Information Technology**

**Request for Proposal (RFP) For Procurement of 200 ATMs on OPEX Model (Re-tendering)**

**RFP Ref. No: UCO/DIT/1103/2021-22 Date: 31.07.2021**

**Amendments, Addendums and Corrigendum uploaded on 24.08.2021**

<b><u>Sl. No</u></b>	<b><u>Clause No</u></b>	<b><u>Existing Clause</u></b>	<b><u>Modified Clause</u></b>
1	Part – IV SCOPE OF WORK	2.1 Site Implementation Services for Offsite ATMs  e) Security Guard wherever required RBI/GOI/State Government guidelines, need to be provided by successful bidder without any additional cost to the Bank.	Security Guard wherever required as per RBI/GOI/State Government guidelines, need to be provided by successful bidder on case to case basis on mutually agreed terms and condition. Bidder should not factor cost of security guard in TCO."
2	7.2	a. Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day. There will be no exclusions – other than standard exclusions listed in clause 8.5 – in this regard.	a. As per issued guideline RBI/2021-22/84 DCM (RMMT) No.S153/11.01.01/2021-22 dated August 10, 2021, Cash-out at any ATM of more than ten hours in a month will attract a flat penalty of ₹ 10,000/- per ATM. This penalty will be in addition to other penalties and will not come under the upper limit cap as defined for other penalties."
3	5.15	ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, successful bidder	All regulatory requirements issued by GOI/RBI/NPCI/ VISA/Master or any regulatory authority till the completion of all 200 OPEX ATMs installation need to be complied by the

		shall arrange for its compliance/ upgradation without any extra cost to the Bank.	selected bidder without incurring any extra cost to Bank. Post completion of all 200 OPEX ATMs installation, if any guidelines are further issued by the above mentioned authorities, it will be done on mutually agreed terms and conditions."
4	3	Eligibility Criteria	Bidder will install ATMs from an OEM who has installed base of 500 ATMs in Scheduled Commercial Banks in India out of which minimum 250 ATMs of proposed make by OEM have been successfully rolled out and managed by the bidder as on RFP issuance date
5	2.1	Scope of Work, Site Implementation Services for Offsite ATMs, e)	Security Guard wherever required as per RBI/ GOI/State Government guidelines, need to be provided by successful bidder on case to case basis on mutually agreed terms and condition. Bidder should not factor cost of security TCO
6	3.6	Currency Chest Physical, Mechanical & General Specifications	S&G/Kaba/Perto or equivalent model dual electronic combination lock of 6+6 digits or higher with key, having one-time combination (OTC) and audit trail without any hardware change. Keys required to operate the lock in OTC mode should be provided by successful bidder without any cost to Bank. Password to be changed at the time of installation of ATM and certified to this effect in the ATM installation certificate. End to end OTC lock management need to be done by successful bidder
7	6.8	Card Reader	ATM should be capable using any Bank's Debit / Credit cards, without cards, using Aadhaar biometric authentications through biometric also. ATM should recognize the Chip cards which

			includes EMV Cards, Biometric authentication and accordingly display the screen, voice prompts. In future if biometric reader is required by the Bank, vendor has to provide with required hardware /software at mutually agreed price
8	7.1	Terminal Processor	Intel Core i5 processor 6th Generation or higher, with minimum clock speed of 2.3 GHz or higher with minimum 3MB cache."
9	8.1	Visual Display Unit	SVGA compliant 15" (Fifteen Inch) and above colour ATM Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys
10	7.4	Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for, vendor shall upgrade to the latest 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.	Linux/Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Linux/Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for, vendor shall upgrade to the latest 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."  “(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 ATMs.”