



**UCO BANK**

**Department of Information Technology**

**Request for Proposal (RFP) For Selection of Service Provider for ATM Managed Services**

**RFP Ref. No. DIT/BPR & BTB/OA/1879/2018-19 Date: 21/07/2018**

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

Sl. No	Page No	Clause No	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1	16	1	Periodicity of replenishment of ATM's will be a minimum of 8 times a week at an average on monthly basis. Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS. Selected vendor would be required to ensure that adequate cash is loaded immediately in the respective ATMs based on cash dispensation pattern of the ATM/Centre. Also vendor representatives can observe the cash usage pattern of the ATM and advise the branch accordingly.	"Periodicity of replenishment of ATM's will be a minimum of 8 times a week at an average on monthly basis" - Clarity required on this"	Clause stands modified as: "Periodicity of replenishment of ATM's will be a minimum of 8 times a week at an average on monthly basis or as and when required. Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS. Selected bidder would be required to ensure that adequate cash is loaded immediately in the respective ATMs based on cash dispensation pattern of the ATM/Centre. Also vendor representatives can observe the cash usage pattern of the ATM and advise the branch accordingly".
2	16	2	Replenishment service must be available for 24 X 7 X 365.	Replenishment of cash 24x7x 365 is not practically feasible. Request the Bank to limit this to business hours. Most of the cities due to law and order reasons the replenishment during	Clause stands modified as: "Replenishment service should be done by the successful bidder on cash usages forecasting or as and when required."

				night time is not permitted. Bank should give deviation as per that. Bank also should provide the cash in advance and also should provide the overnight vaulting approval.	
3	17	3	Own storage & vaulting facility available for cash withdrawn from Bank/ Branch for ATM replenishing purpose	Depending on location CRA will have vaults	Clause stands as per RFP
4	17	5	Ensuring no "Cash – out" situation for all ATMs	Clarity required on Cash out criteria	Cash out refers to situation where there is no dispensable cash in any of the cassettes of ATMs.
5	17	7	Depositing of cash taken out from ATM (through ATM recycler) at specified branch after making each packet 100 notes and bundle of 10 packets. (Presently depository modules are not implemented in our ATMs. So, this is a future requirement).	This can be done on chargeable basis (sorting, vaulting and depositing)	Clause Stands Deleted.
6	18	22	Checking DVR Camera Functioning	Will Bank provide the utility or option under ATM admin menu for the checking of the DVR camera functioning? How will the call be logged if there is problem?	Successful bidder has to ensure that the internal ATM Camera is always in working condition. Same should be maintained in co-operation with bank's appointed vendor for maintenance of ATM and branch officials.
7	30	39d	In case the selected bidder fails to successfully perform any of the services mentioned in the Scope of Work of the RFP, Bank shall impose a penalty of 100% of the charges payable daily towards that specific activity for that specific ATM.	Request the Bank to cap the penalty to 5% of the charges payable daily towards that specific activity for that specific ATM.	Clause stands as per RFP
8	21	A	The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will	Need clarity on this point as there is no such BOM applicable for ATM MS.	Clause stands as per RFP

			be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.		
09	Page 15 point 9		The bidder's facilities should be ISO 27001 or PCI DSS or ISO 9001:2015 certified.	Our MS infrastructure is built based on of Data Center of the ISO27001 compliance and processes selected bidder based on ITIL/ISO2001 compliance. We follow and have adapted to Six Sigma party auditor processes and cater to around 20000 ATM's spanning 10 Customers. Request bank to consider <b>Self-declaration on MS Infrastructure instead of Certificate</b> .Request for amendment of this clause.	Clause stands as per RFP.
10	page 13 point d		All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.	Indemnities cannot survive in perpetuity. There needs to be cap on the period post termination/ expiry of the SLA.	Clause stands as per RFP
11	page 30 Point d		In case the selected bidder fails to successfully perform any of the services mentioned in the Scope of Work of the RFP, Bank shall impose a penalty of 100% of the charges payable daily towards that specific activity for that specific ATM.	Penalty is too high. Request for changing	Clause stands as per RFP
12			Monitoring of ATM-Not in Scope	We request to include ATM Monitoring in the scope of RFP which will lead to Single point of	Query does not relate to this RFP.

				ownership for SLAs – Without outsourcing the monitoring services, the ownership gaps lead to inefficiency in the ATM Management processes. With single point ownership, bank will be able to assign end to end responsibility to the MSP (Managed Service Provider) to ensure the desired Uptimes are reached	
13			Monitoring of ATM-Not in Scope	We request Bank to include ATM Monitoring for Better coordination and controls with the vendors – Without monitoring services, the MSP will not be in a position to view the real-time status of ATMs and do any follow-up/corrective actions to ensure downtime is minimized. The MSP can better coordinate and implement controls at various levels in case the monitoring services are also outsourced	Query does not relate to this RFP.
14			Monitoring of ATM-Not in Scope	We request Bank to include ATM Monitoring so that Better Analysis & Reports – The MSP can provide regular performance and analytical reports which can help the bank in taking faster and correct decisions for improvement of ATM Channel efficiency.	Query does not relate to this RFP
15	page 44		Scope-SLM is also there in the scope	We understand that there is already AMC for SLM with OEM of the machines. Hence SLM (Second Level Maintenance) will not be in the scope, only FLM (First Level Maintenance) will be in the scope. Kindly amend the clause accordingly	Successful bidder required to provide support for SLM in coordination with Bank's appointed vendor for maintenance of ATM.
16	page 16		Periodicity -Cash Management Services-Replenishment to be done 8 times a week	This should be read as minimum of 8 times a month, please confirm and request for amendment	Clause stands modified as: "Periodicity of replenishment of ATM's will be a minimum of 8 times a week at an average on monthly basis or as and when required. Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS. Selected bidder would be

					required to ensure that adequate cash is loaded immediately in the respective ATMs based on cash dispensation pattern of the ATM/Centre. Also vendor representatives can observe the cash usage pattern of the ATM and advise the branch accordingly".
17	page 16		Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS.	We understand the Bank will do the forecasting & planning, if yes, then this is not possible... please change this clause and request for amendment	Clause stands as per RFP
18	page 16		Selected vendor would be required to ensure that adequate cash is loaded immediately in the respective ATMs based on cash dispensation pattern of the ATM/Centre. Also vendor representatives can observe the cash usage pattern of the ATM and advise the branch accordingly.	Please Note all the sites will have daily loading feasibility, Loading will be done as per the available feasibility... please change this clause and request for amendment	Clause stands as per RFP
19	page 16		Also vendor representatives can observe the cash usage pattern of the ATM and advise the branch accordingly	Please note that it is suggested that Vendor will do forecasting & Planning & raise indent on branch... please change this clause and request for amendment	Clause stands as per RFP
20	16		Replenishment service must be available for 24 X 7 X 365	Please Note all the sites will have daily loading feasibility, Loading will be done as per the available feasibility & accessibility, Naxalite, remote areas & hilly terrain have limited accessibility... there are also police/government restrictions in place , please change this clause and request for amendment	Clause stands modified as: "Replenishment service should be done by the successful bidder on cash uses forecasting or as and when required."
21	16 point 4		Mode of transport must be through armored/ secure vehicle. Guarding & vehicle specifications must be adhered as per RBI	We will adhere to the extent possible the above clause can be adhered to, this clause need to be flexible. Request for amendment of this clause accordingly	Clause stands as per RFP.

			guidelines		
22	16 point 6		Pick and delivery of deposit envelopes and Cheque that are deposited in ATMs to respective branches	Please note all the sites will have daily loading feasibility, Loading will be done as per the available feasibility, similarly clearance of counters will be done as per the feasibility... please change this clause and request for amendment	Clause stands deleted.
23	16 point 7		Depositing of cash taken out from ATM (through ATM recycler) at specified branch after making each packet 100 notes and bundle of 10 packets. (Presently depository modules are not implemented in our ATMs. So, this is a future requirement).	Please clarify what will be the threshold limit for recycler to be evacuated? .Request for amendment	Clause stands deleted.
24	17 point 18		Performing EOD at the ATM with ATM Cash Balancing on daily basis	EOD will be done along with cash loading. Please change the daily EOD condition. Request for amendment	Clause stands modified as: "Performing EOD/Admin Function at the ATM with ATM cash balancing during the time of Cash Replenishment"
25	page 44 point 22		Checking DVR Camera Functioning	Please clarify, are these DVRs already under AMC with Bank managed vendors/SLM Vendors? If yes, please clarify the role of MS vendor role in the checking the functioning of Camera. Request for amendment	Successful bidder has to ensure that the internal ATM Camera is always in working condition. Same should be maintained in cooperation with bank's appointed vendor for maintenance of ATM and branch officials.
26	17 ,point No 10		Annexure – XI Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws	Please note that This undertaking cannot be provided. Bank is not providing Central Minimum wages for House Keeping services, there are no Care Taker services. Other services are not on manpower contract. House Keeping is done by casual labors who cannot be covered under minimum wages. Request please amend the clause accordingly	Clause stands as per RFP.
27	16	point 1 cash manag	Intimation for cash loading will be given by the base branch/monitoring cell over	Vendor issues indent based on cash requirement stipulated by vendors' cash forecasting tool. Branch is required to keep cash ready as per	Successful bidder has to co-ordinate with ATM owned branches for scheduling the pickup.

		ement	phone / email / SMS	indent by 9am for the CRA to pick up cash	
28	16	Point 1 cash management	Periodicity of replenishment of ATM's will be a minimum of 8 times a week at an average on monthly basis.	Whether Bank proposes for "Add cash" method or "cassette swap" method? If cassette swaps is desired, whether Bank will provide additional cassettes for the same?	Bank will provide additional cassettes in case "cassette swap" method is implemented.
29	16	point 1 cash management	Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS	Whether Bank wants monitoring & help desk services also from the vendor or it is not part of the scope?	Query does not relate to RFP.
30	15	point 4, eligibility criteria	Company should be profit making in any two of the last three financial years (2015-2016, 2016-2017 & 2017-2018).	we request the Bank amend clause as "company should have operating profit for the last three financial years (2015-2016, 2016-2017 & 2017-2018)"	Clause stands modified as: "The bidder should be in the business of ATM Managed Services in India for a minimum period of last three years. The company should be profit making in any two of the last three financial years (2014-15, 2015-2016 & 2016-2017) or the company should have positive net worth for the last three financial years (2014-15, 2015-2016 & 2016-2017)."
31	17	point 8, FLM	Journal Roll paper placement	PI confirm in how many machines JP is available	All machines are JP enabled.
32	17	Point 11, FLM	Receipt Printer paper replacement provided by ATM owning branch	Vendor is not required to supply receipt roll? Whether vendor is required to supply Journal roll?	Clause stands as per RFP.
33	9 / 66	4. Contract Period	The contract period for ATM Managed Services will be for a period of Three Years from the date of issuance of Purchase Order. The selected bidder must undertake to pass on the benefit of subsequent reduction in rate of GST, taxes, duties payable to govt. exchequer in this connection, to UCO Bank.	We assume that any increase in the GST and any other new taxes brought in by the Government in future during the contract period shall be borne by the bank. Request the bank to clarify	Clause stands as per RFP.
34	9 / 66	4. Contra	UCO Bank reserves the right to terminate the agreement	We assume that the termination of the agreement shall only be on the grounds of	Clause stands as per RFP.

		ct Period	/contract at its sole discretion by giving ONE month's notice without assigning reasons.	performance of the bidder. Request the bank to clarify	
35	14/66	11. Eligibility Criteria	The bidder submitting the offer should be having a turnover of minimum 25 Crore per year during last three years i.e. 2015-2016, 2016-2017 & 2017-2018. This must be individual (not parent company) company's turnover and not of any group of companies.	The financial statements for the year 2017-18 are under preparation and hence request the bank allow the bidder to submit the financial statement for 2014-15, 2015-16 and 2016-17 in satisfaction of this clause.	The Clause stands modified as: "The bidder submitting the offer should be having a turnover of minimum 25 Crore per year during last three years i.e. 2014-2015, 2015-2016 & 2016-2017. This must be individual (not parent company) company's turnover and not of any group of companies".
36	14/66	11. Eligibility Criteria	The bidder should be in the business of ATM Managed Services in India for a minimum period of last three years. The company should be profit making in any two of the last three financial years (2015-2016, 2016-2017 & 2017-2018).	The financial statements for the year 2017-18 are under preparation and hence request the bank allow the bidder to submit the financial statement for 2014-15, 2015-16 and 2016-17 in satisfaction of this clause.	The Clause stands modified as "The bidder should be in the business of ATM Managed Services in India for a minimum period of last three years. The company should be profit making in any two of the last three financial years (2014-15, 2015-2016 & 2016-2017) or the company should have positive net worth for the last three financial years (2014-15, 2015-2016 & 2016-2017)".
37	15/66	11. Eligibility Criteria	The bidder should have experience in undertaking the activity of ATM Managed Services (Cash Replenishment, House Keeping, FLM/SLM) in India for at least 500 numbers of ATMs for each activity in PSU/NON-PSU banks for a minimum period of two years as on RFP submission date. Supporting documents: Copies of relevant Purchase Orders issued by the Banks in the name of the bidder should be submitted.	Request Bank to amend the clause for supporting documents for point no.5 of eligibility as follows: Copies of relevant Purchase Orders / reference letter issued by the Banks in the name of the bidder should be submitted.	The clause stands modified as: "The bidder should have experience in undertaking the activity of ATM Managed Services (Cash Replenishment, House Keeping, FLM/SLM) in India for at least 500 numbers of ATMs for each activity in PSU/NON-PSU banks for a minimum period of two years as on RFP submission date. Supporting documents: Copies of relevant Purchase Orders/ Masked Purchase Order/ Customer Satisfaction Certificate issued by the Banks in the name of the bidder should be submitted".



38	16/66	12. Scope of Work	<u>CASH MANAGEMENT SERVICES</u>  Periodicity of replenishment of ATM's will be a minimum of 8 times a week at an average on monthly basis. Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS. Selected vendor would be required to ensure that adequate cash is loaded immediately in the respective ATMs based on cash dispensation pattern of the ATM/Centre. Also vendor representatives can observe the cash usage pattern of the ATM and advise the branch accordingly.	We understand Replenishment required is minimum of 8 times a month at an average on monthly basis. Kindly Confirm.	Clause stands modified as: "Periodicity of replenishment of ATM's will be a minimum of 8 times a week at an average on monthly basis or as and when required. Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS. Selected bidder would be required to ensure that adequate cash is loaded immediately in the respective ATMs based on cash dispensation pattern of the ATM/Centre. Also vendor representatives can observe the cash usage pattern of the ATM and advise the branch accordingly".
39	16/66	Service s require d:	<u>Services required:</u> No. of ATMs for which the following services are required is 140 ± 25%.	We assume that the service for the extra number of ATMs shall be chargeable on the mutual agreed rates. Request the bank to clarify	Clause stands as per RFP
40	17/66	FLM & SLM Service s	GENERAL	We assume that the AMC charges and spares cost for the SLM will be borne by the bank. Request the bank to clarify	Successful bidder has to maintain FLM/SLM as per scope of RFP.
41	19/66	14. Audit by Third Party	Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank before issuance of Letter of Intent and during the contract period. The audit charges shall be borne by the bidder/sub-contractor.	Request the bank to change this clause to "Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank before issuance of Letter of Intent and during the contract period. The audit charges shall be borne by the bank"	Clause stands as per RFP

42	19/66	15. Payment Terms & Paying Authority	The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective zonal office of the bank within 20 days of the succeeding month...	We assume that the payment of the services rendered to the bank as per this RFP shall be paid monthly in arrears (within 30 days of the bill submission). Request the bank the bank to clarify	Clause stands as per RFP
43	21/66	Commercial Evaluation - (b)	The L1 bidder will be selected on the basis of the amount quoted for the proposed solution quoted by them as per commercial bid.	We assume that the L1 bidder will be the bidder quoting the lowest in the commercial bid. Request the bank to clarify	The clause is modified as: "The Lowest bidder (L1) will be selected on the basis of the lowest amount quoted for the proposed solution quoted by them as per commercial bid".
44	28/66	Insurance	GENERAL	We assume that the insurance for the cash in ATM will be bank's responsibility. Request the bank to clarify	Insurance of cash will be done by bank.
45	29/66	Penalty Clause	GENERAL	Request the bank to cap the maximum penalty to 10 % of the monthly billing amount.	Clause stands as per RFP.
46	31/66	Point H	The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.	Request the bank to delete this clause as bank will be getting the best rates in the market through competitive commercial bidding.	Clause stands as per RFP.
47	35/66	Inspection and Right to Audit:	The selected bidder shall, upon reasonable notice, and by mutual consent, allow The UCO BANK, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing of ATM sites, the selected bidder's operations and business records which are directly relevant to the services and financial agreements.	We assume that the audit & related compliance charges shall be borne by the bank"	Clause stands as per RFP.
48	38/66	B. Financial	Table - Column	Request the bank to allow the bidder to submit the details for the year 2014-15, 2015-16, & 2016-17 as the financial statements for the year 2017-	Please refer enclosed format "Revised Annexure-II".

		Position of Bidder for the last three financial years (Table)		18 are under preparation	
49	38/66	C. Proposed Service details in brief	N.B.: Enclosed copies of Purchase Orders should be in name of the bidder only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily.	We request Bank to amend the clause as: N.B.: Enclosed copies of Purchase Orders / reference letter should be in name of the bidder only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily.	The Clause stands modified as: "Enclosed copies of Masked Purchase Orders should be in name of the bidder only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily"
50	40/66	Eligibility Criteria	Undertaking in company letterhead of the participating bidder mentioning its adherence to the said RBI guidelines regarding net-worth, fleet-size of GPS enabled vans of the CRA, Balance Sheet of the bidder / its sub-contractor (responsible for cash management activity) and other security guidelines.	Request Bank to provide format for Undertaking to be provided by the bidder	Please refer Annexure XV
51	41/66	Eligibility Criteria	The bidder should ensure that there are: <b>a.</b> No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and	We request Bank to amend the clause as for supporting documents to be provided for point no. 10 as follows: Declaration in the letterhead of the bidder's company to that effect duly certified by Company secretary / Authorized Signatory should be submitted.	Clause stands Modified as: "Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor/ Company Secretary should be submitted."

			b. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies. Supporting Document: <b>Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.</b>		
52	48/66		Format of Commercial Bid for RFP for Selection of Service Provider for ATM Managed Services	We assume that the tax percentage quoted in this section is GST % as per the prevailing rates at the time of submission and any taxes would be paid at actuals as per the rates prevailing from time to time. Request the bank to clarify	Clause stands as per RFP
53	48/66		Format of Commercial Bid for RFP for Selection of Service Provider for ATM Managed Services	The tables provided for the commercial bid and masked commercial bid template are not identical and hence request the bank to clarify whether it is ok to submit the said templates in their current form.	Kindly refer revised "Annexure- VI (i)".
54	63/66	Facilitation of Investigation	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	We assume the examination of the bidder's documents only for the services provided to the bank as per this RFP will be done. Request the bank to clarify	Clause stands as per RFP.
55	63/66	Facilitation of	In case of any allegation of violation of any provisions of this	The books of the bidders would contain cost sensitive data and request the bank to delete	Clause stands as per RFP.

		Investigation	Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	the clause requiring the access to books of accounts of the bidder.	
56	2 ; 22	Disclaimer; 23	<p>". . . No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder."</p> <p>23. No Legal Relationship No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.</p>	<p>BIDDER would requests the Bank to treat the bid response and supporting documents submitted by the BIDDER as confidential irrespective of a formal contract being entered between the parties or the documents being marked as proprietary or not because the information/contents submitted by the BIDDER in response to this RFP are proprietary and confidential information of the BIDDER.</p> <p>BIDDER would like to clarify that BIDDER's grant of rights to Bank to reproduce the proposal and supporting documents be restricted only for evaluation purpose within Bank but BIDDER would remain as the owner for all purposes as the contents are proprietary to the BIDDER.</p>	Clause stands as per RFP.
57	9	4	The contract period for ATM Managed Services will be for a period of Three Years from the date of issuance of Purchase Order. The selected bidder must undertake to pass on the benefit of subsequent reduction in rate of GST, taxes, duties payable to govt. exchequer in this connection, to UCO Bank. The	<p>BIDDER would request the Bank that termination of the contract may be only for cause and for failure to cure such breach/cause after giving a cure period of minimum of 90 days to the BIDDER. Hence, we sincerely request the Bank to delete the portion on termination for convenience or without assigning reasons and with 30 days' notice.</p> <p>BIDDER would further requests the Bank that any termination cause may be linked to the mutually</p>	Clause stands as per RFP.

			<p>selected bidder must execute a Service Level Agreement (SLA) with UCO Bank for this purpose. Further, Bank shall review the performance of the selected vendor every month at Head Office / Zonal Office Level. UCO Bank reserves the right to terminate the agreement /contract at its sole discretion by giving ONE month's notice without assigning reasons. Any offer falling short of the contract validity period (Three Years from the date of Purchase Order) is liable for rejection. In addition to the cancellation of SLA, UCO Bank reserves the right to forfeit / invoke the Performance Bank Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder. Bank further reserves the right to extend the contract for a period of one year after its expiry keeping terms and conditions of this RFP unchanged.</p>	<p>agreed service levels; and Bank will have avenues like penalty, BG, etc. Therefore, termination may be the final resort and may not be used simultaneously. To this effect, BIDDER would request the Bank to modify the clause.</p>	
58	12 to 13	10	<p><b>Indemnity</b></p> <p><b>a.</b> The selected bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p><b>b.</b> The selected bidder agrees to</p>	<p>BIDDER would like clarify that clause (a) is not applicable because BIDDER will be providing only managed service; Further, clause d) on indefinite survival of indemnity obligations is unfair and against the limitation aspects. BIDDER would request the Bank to amend the clauses b) to d) as follows:</p> <p><b>b)</b> The selected bidder agrees to indemnify and keep indemnified the Bank against all losses,</p>	<p>Clause stands as per RFP</p>

			<p>indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p><b>c.</b> The selected bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected bidder or its employees/personnel.</p> <p><b>d.</b> All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p>	<p>damages, costs, charges and expenses incurred or suffered by the Bank directly due to or on account of selected bidder's any breach of material terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p><b>c)</b> The selected bidder agrees to indemnify and keep indemnified Bank against all claims, demands, actions, costs, expenses (including legal expenses), which may arise or be brought against the Bank, by third parties on account of gross negligence or willful default to fulfill obligations by the selected bidder or its employees/personnel.</p>	
59	19	14	<p>Audit by Third Party Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank before issuance of Letter of Intent and during the contract period. The audit charges shall be borne by the bidder/sub-contractor.</p>	<p>BIDDER would requests the Bank to bear the audit costs, as this is prior to issuance of LOI.</p>	<p>Clause stands as per RFP</p>

60	19	15	<p>Bills raised by the selected bidder would be payable by the respective Zonal Offices of the Bank on receipt of advice / confirmation / satisfactory services rendered certificate from the concerned Branch (es) under their jurisdiction. Payment will be effective from the date the selected bidder takes over the maintenance job of the ATM. The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective zonal office of the bank within 20 days of the succeeding month. While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees (***) engaged in UCO Bank's ATM Managed Service activity. Final payment shall be released subject to deductions of penalties if any.</p> <p>***Note:</p> <p>"The bidder should ensure payment of minimum wages to their employees who are engaged in Bank's establishment / ATM sites in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to</p>	<p>BIDDER requests the Bank that the photocopies of the slips for a particular month can be shared to the Bank, on need / demand basis by the Bank, in the subsequent month.</p> <p>BIDDER further request confirmation from the Bank whether minimum wages will be as per central government wages act OR State Acts? Because when the State Acts provide for greater wages than that of the Central Act, then even as per the Central Act provisions, State prescribed wages has to be paid. Therefore, we request Bank to make it open for both Central and State Acts.</p> <p>BIDDER would like to clarify that the payments to the personnel engaged for Bank's ATM sites / establishment, shall, over and above to the minimum wages, include other statutory components like PF, ESI, HRA, uniform allowances, agency administrative charges, and other components to be paid under various statutes, and these will be billed to the invoice amount issued to the Bank.</p>	<p>Clause stands as per RFP</p>
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			be submitted by the bidder while responding to this RFP. The bidder must ensure the payment of PF & other statutory benefits to the employees employed by them. Bank reserves the rights to inspect salary slip & payment certificates of the employees engaged at any point of time."		
61	19	16	<b>16. Price</b> The bidder shall keep the price valid for entire contract period. Under no circumstances, Bank shall bear any increase in the prices.	BIDDER would like to clarify that the price is subject to revisions by statutory authorities concerning wages and tax rates. To this effect, BIDDER would requests the Bank to modify this clause.	Clause stands as per RFP.
62	23	26	Award of Contract The contract shall be awarded to and the order shall be placed with selected L1 bidder based on the price quoted by the bidder in Annexure – VI. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.	BIDDER would request the Bank to extend the timeline as 7 days is a too short period. Further, BIDDER requests the Bank that the order shall not include any conditions other than the terms and conditions agreed by the BIDDER, and in considerate to the comments/queries stated herein and BIDDER's bid submissions.	Clause stands as per RFP
63	24	30	Liquidated Damages	LD would be applicable only when the reason for delay is directly and solely attributable to the	Clause stands as per RFP

				BIDDER or the persons engaged by the BIDDER, and it shall be the sole and exclusive remedy for such delay or deficiency.	
64	25 to 26	33	<p>Order Cancellation (Termination) UCO Bank reserves the right to cancel the order(s) in the event of one or more of the following circumstances:</p> <p>a. Non-compliance of the scope of the job.</p> <p>b. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank</p> <p>c. Breach of any of the terms and conditions of the Purchase Order by the selected bidder</p> <p>i. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO Bank reserves the right to get the balance contract executed by any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good additional expenditure, which UCO Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.</p>	<p>BIDDER would requests the Bank to delete clause a, b, and c (as they can be brought under a single bracket) and modify the same as follows: UCO Bank reserves the right to cancel the order(s), after issuing prior written notice to the selected bidder, in the event of one or more of the following circumstances:</p> <p>a. Breach of any material terms and conditions of the agreement, including non-compliance of the mutually agreed service levels , and such breach is not cured within a period of 90 days from the date of receipt of notice issued by the Bank specify in writing expressly the breach and for its remediation.</p> <p>BIDDER would request the Bank to modify clause i) as follows because the term "satisfactorily" is a subjective term and not qualified by the services levels.</p> <p>i. After award of the contract, if the selected bidder does not perform the services not in accordance with the mutually agreed service levels or inordinately delays execution of the contract, UCO Bank reserves the right to get the balance contract executed by any bidder of its choice by giving three months' notice for the same to the Bidder, provided the identified service level breach or delay is not cured or rectified within the three months period. In this event, the selected bidder shall be bound to make good additional expenditure, which UCO Bank may have to incur in executing the balance contract.</p>	Clause stands as per RFP
65	26	33	<b>Order Cancellation (Termination)</b>	BIDDER would requests the Bank to modify the	Clause stands as per RFP

			j. UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.	clause as follows: "j. UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract; however, prior to recover or invoking BG a reasonable opportunity of being heard with sufficient notice be provided by the Bank to the selected bidder."	
66	26	33	Order Cancellation (Termination)	BIDDER would like to discuss with Bank to include a crucial clause that is reasonable to provide termination rights for bidder for non-payment or non-performance by the Bank.	Clause stands as per RFP
67	26	34	34. Consequences of Termination	BIDDER would like to clarify that transition of the services will be on mutually agreed price and training, if any, will be charged additionally.	Clause stands as per RFP
68	27 to 28	36	36. Dispute Resolution Mechanism	BIDDER would request the Bank to revisit the provision by deleting the expression "may" and make arbitration as a compulsory mechanism to determine the dispute between the Parties. By use of the expression "may", courts will consider that the provision does not convey parties firm intention to have arbitration as their preferred dispute resolution mechanism but as an optional method. BIDDER would request the Bank to modify as follows: "In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved compulsorily and exclusively by arbitration and such dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. . ."	Clause stands as per RFP
69	28	36	36. Dispute Resolution Mechanism The selected bidder shall not be	BIDDER would like to clarify that if decision of the arbitrator is imperative for BIDDER's performance,	Clause stands as per RFP

			entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	then the services will be suspended until the award is passed and such suspension shall in no way be considered as breach. To this effect, BIDDER would requests the Bank to modify the clause.	
70	29	38	Independent Monitors	BIDDER would like to clarify that any access to the Monitors shall be in considerate to the BIDDER's policies and procedures including confidentiality etc. and therefore, BIDDER requests the Bank to delete the aspects concerning unrestricted and unconditional access.	Clause stands as per RFP
71	30	40	40. Other Terms and Conditions of the RFP a. Signing of the bid: Successful bidder(s) shall be required to enter into a Service Level Agreement (SLA) provided by Bank's H.O. ATM Cell within 7 days of the award of the work or within an extended period as may be specified by the Bank.	BIDDER would request the Bank to extend the timeline as 7 days is a too short period. Further, BIDDER requests the Bank that the order shall not include any conditions other than the terms and conditions agreed by the BIDDER, and in considerate to the comments provided herein and the bid submission.	Clause stands as per RFP
72	34	44	44. Compliance With Laws: d. Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other	BIDDER would like to clarify that in the event, any changes are required, after issuance of purchase order, pursuant to any directions issued by Ministry of Finance and/or other regulatory/statutory bodies or any change in Applicable Law or RBI guidelines/circulars, including but not limited to customization, recalibration, new-calibration, switch level	Clause stands as per RFP

			governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes including cassette swap system to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.	changes, or any additional modifications including modification to any hardware or software changes, and/or site visits, etc., shall be considered as change requests and the same will be done as per the mutually agreed costs. To this effect BIDDER requests the clause to be modified.	
73	35	45	Inspection and Right to Audit:	BIDDER would like to clarify that any audit will be cooperative of and in considerate to BIDDER's confidentiality and security restrictions and guidelines; and Bank to provide prior written notice with minimum 15 days' time to the BIDDER. Audit/review of BIDDER books, records, financial and operational conditions shall be limited only to the services availed by the Bank under this RFP/agreement and not otherwise.	Clause stands as per RFP
74	35 to 36	46	Confidentiality and Secrecy	BIDDER would requests the Bank to make this clause mutual because BIDDER is also providing its confidential and proprietary information to Bank.	Clause stands as per RFP
75	62		Pre Contract Integrity Pact Fall Clause	BIDDER would requests the Bank to delete the Fall clause and would like to discuss with the Bank in this regard. BIDDER further requests the Bank that in case of successful execution of the agreement, BIDDER would like to have the validity of the pact be coterminous with the agreement. Arbitration clause shall be made applicable to this pact too.	Clause stands as per RFP
76	56		Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws	BIDDER would request the Bank to modify the undertaking and make it applicable only for Minimum Wages alone and to delete the expression "Labour Laws" from this undertaking, unless Bank confirms its payment for all other statutory components paid/payable by the	Clause stands as per RFP

				<p>BIDDER to the employees. BIDDER further request confirmation from the Bank whether minimum wages will be as per central government wages act OR State Acts? Because when the State Acts provide for greater wages than that of the Central Act, then even as per the Central Act provisions, State prescribed wages has to be paid. Therefore, we request Bank to make it open for both Central and State Acts. BIDDER requests deletion of the below from the undertaking:</p> <p>"... All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard."</p>	
77	General	General	<p>BIDDER would request the Bank that any binding terms and conditions shall be on a mutually agreed basis. BIDDER requires inclusion of these crucial clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank.</p>	<p>BIDDER would request the Bank that any binding terms and conditions shall be on a mutually agreed basis. BIDDER requires inclusion of the following crucial clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank. This list is inclusive of various other terms of the agreement and is not exhaustive.</p> <ol style="list-style-type: none"> <li>1) Cap on Liability and exclusion of indirect damages from Liability</li> <li>2) Non-solicitation</li> <li>3) Intellectual Property Rights</li> <li>4) Assignment etc.</li> <li>5) Representation and Warranties</li> <li>6) Indemnities</li> <li>7) Termination by BIDDER (for delayed or non-payment by Bank)</li> <li>8) LD</li> <li>9) Confidentiality</li> </ol> <p>We would also request the Bank to consider the below aspects: Termination compensation by</p>	<p>Clause stands as per RFP</p>

				the Bank in the event of termination of the agreement by the Bank prior to completion of the term.	
78	Page No. 15	5	The bidder should have experience in undertaking the activity of ATM Managed Services (Cash Replenishment, House Keeping, FLM/SLM) in India for at least 500 numbers of ATMs for each activity in PSU/NON-PSU banks for a minimum period of two year as on RFP submission date.	Request the Bank to amend the clause as 'The bidder should have experience in undertaking the activity of ATM Managed Services (Cash Replenishment, House Keeping, FLM/SLM) in India for at least 8000 numbers of ATMs for each activity in PSU/NON-PSU banks for a minimum period of two year as on RFP submission date.'	The Clause stands modified as: "The bidder should have experience in undertaking the activity of ATM Managed Services (Cash Replenishment, House Keeping, FLM/SLM) in India for at least 500 numbers of ATMs for each activity in PSU/NON-PSU banks for a minimum period of two year as on RFP submission date".
79	Page No. 15	5	The bidder should have experience in undertaking the activity of ATM Managed Services (Cash Replenishment, House Keeping, FLM/SLM) in India for at least 500 numbers of ATMs for each activity in PSU/NON-PSU banks for a minimum period of two year as on RFP submission date.	Request the bank to confirm if bidder needs to monitor the ATMs and provide incident management & EJ Pulling services also, if yes, Request the bank to amend the scope for monitoring and vendor follow up. Also this needs to be added up in the commercial template for pricing in annexure XI	EJ pulling provided by bank. The successful bidder have to ensure that proper pulling is done while loading cash at ATM.
80	Page No. 14	1	The bidder / its sub-contractor should adhere to the RBI guidelines laid down vide its circular ref. no. RBI/2017-18/152 DCM (Plg) No. 3563/10.25.07/2017-18 dated 06.04.2018 for Cash Management activities of the banks Standards for engaging the Service Provider and its sub-contractors and all its subsequent circulars / amendments.	Request the bank to confirm if bank will be providing the extra cassettes for cash loading using cassette swap method as per latest circular from RBI.	Bank will provide additional cassettes in case "cassette swap" method is implemented.
81	Page	1	The bidder / its sub-contractor	Request the bank to define the process for cash	Clause stands as per RFP

	No. 14		should adhere to the RBI guidelines laid down vide its circular ref. no. RBI/2017-18/152 DCM (Plg) No. 3563/10.25.07/2017-18 dated 06.04.2018 for Cash Management activities of the banks Standards for engaging the Service Provider and its sub-contractors and all its subsequent circulars / amendments.	loading, as per bidder's assumption bank's currency chest will be filling up the cassettes as per FIS indent and sealing them as per RBI guidelines. The sealed cassettes will be collected by CIT agencies for loading and the empty sealed cassettes will be returned.	
82	Page No. 14	1	The bidder / its sub-contractor should adhere to the RBI guidelines laid down vide its circular ref. no. RBI/2017-18/152 DCM (Plg) No. 3563/10.25.07/2017-18 dated 06.04.2018 for Cash Management activities of the banks Standards for engaging the Service Provider and its sub-contractors and all its subsequent circulars / amendments.	Since the cash is filled by bank's currency chest staff and sealed in spare cassettes, the bidder should not be responsible for any cash loss.	Clause stands as per RFP
83	Page No. 16	1	Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS.	Request the Bank to clarify whether Bank will be doing Cash forecasting for the ATMs. If yes, we suggest the Bank to remove the clause as bidder will be sharing the timely Cash loading indent as per the past dispense pattern and future projections to CRAs. Also will make sure the adequate cash is maintained in the ATM.	Successful bidder has to co-ordinate with ATM owned branches for scheduling the pickup.
84	Page No. 16	2	Replenishment service must be available for 24 X 7 X 365.	Request the bank to consider bidder's dependencies on Cash Replenishment Agencies and relax the clause since 24x7 replenishment services will not be in control of bidder. Also, by considering risk at late hours loading, it can be limited to working hours only.	Clause stands modified as: "Replenishment service should be done by the successful bidder on cash uses forecasting or as and when required."



85	Page No. 17	3	Own storage & vaulting facility available for cash withdrawn from Bank/ Branch for ATM replenishing purpose.	The Cash replenishment agencies own vault facilities for storing extra cash. Request the Bank to amend the clause as 'Own storage & vaulting facility available at CRA premises for cash withdrawn from Bank/ Branch for ATM replenishing purpose.'	Clause stands as per RFP
86	Page No. 17	6	Pick and delivery of deposit envelopes and cheques that are deposited in ATMs to respective branches.	Request Bank to remove the clause for pick and delivery of the deposit envelopes and Cheque deposited in ATMs to respective branches, as this will incur extra charges by CRA.	Clause stands deleted.
87	Page No. 17	7	Depositing of cash taken out from ATM (through ATM recycler) at specified branch after making each packet 100 notes and bundle of 10 packets.	As per process mentioned, the time taken at site for evacuation and making each packet 100 notes and bundle of 10 packets at site itself, will lead to higher EOD time and machines will be unavailable to end-customer during such time. In case of any discrepancies in cash, we would only be dependent on site camera recording and thus maintain recording will be critical. Request the bank to amend the clause for doing sorting of cash at branch instead of site.	Clause Stands Deleted.
88	Page No. 17	7	Depositing of cash taken out from ATM (through ATM recycler) at specified branch after making each packet 100 notes and bundle of 10 packets.	If the bank needs to opt for cassette swap method as per latest RBI Circular, the CRA will submit the sealed cassettes at bank's currency chest where the currency can be counted using machines/sorters.	Clause stands deleted.
89	Page No. 17	8	Journal Roll paper placement	Request the Bank to disable the JP's as EJ's will be provided by bidder on regular basis.	Clause stands as per RFP
90	Page No. 18	17	Changing/ Replacing of posters, brochures and forms at ATMs at least once in a month or as required by the Bank & report to be submitted to the branch.	Request the bank to clarify whether the distribution material/ screens will be provided by Bank.	The distribution materials will be provided by Bank.
91	Page No. 18	20	Reporting the Electric/UPS Power ,Air conditioner, Access lock related issues if any, to the base Branch	Request the Bank to clarify whether Bank will be taking care of SLM for UPS, Air conditioner, access lock. Bidder's assumption is that we need to factor the SLM cost for ATM machines only	Clause stands as per RFP.

92	Page No. 18	22	Checking DVR Camera Functioning	Request the Bank to clarify whether DVR monitoring is also in bidder's scope, if so then please provide the details for DVR installed and the footage being stored in external hard drive or in ATM hard drive.	Successful bidder has to ensure that the internal ATM Camera is always in working condition. Same should be maintained in cooperation with bank's appointed vendor for maintenance of ATM and branch officials.
93	Page No. 30	39.d	In case the selected bidder fails to successfully perform any of the services mentioned in the Scope of Work of the RFP, Bank shall impose a penalty of 100% of the charges payable daily towards that specific activity for that specific ATM.	Request the Bank to provide more clarity on the said point, the penalty should be capped at 5% maximum for any default	Clause stands as per RFP
94	9	4	Further, Bank shall review the performance of the selected vendor every month at Head Office / Zonal Office Level. UCO Bank reserves the right to terminate the agreement /contract at its sole discretion by giving ONE month's notice without assigning reasons. In addition to cancellation of SLA, UCO Bank reserves the right to forfeit / invoke the Performance Bank Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder. Bank further reserves the right to extend the contract for a period of one year after its expiry keeping terms and conditions of this RFP unchanged.	Request to make this as quarterly reviews and also termination of the agreement /contract for no material breach by the bidder is agreeable only upon payment of a mutually agreed termination fees. Further, forfeiture/invoking Security/PBG and blacklisting the bidder at sole discretion of the Bank are extreme remedies without a consistent material breach by the bidder in project delivery. This is not acceptable. Also, request to revise the bank's right to extend the contract for a period of one year after expiry keeping the mutually agreed terms and conditions of the contract between the parties.	Clause stands as per RFP
95	11	6	The Earnest Money Deposit will not bear any interest and this amount	Request to revise the clause as below: "The Earnest Money Deposit will not bear any	Clause stands as per RFP

			shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank if the bid is accepted. Any decision of the Bank shall be final, conclusive and binding on the bidder.	interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as <b>mutually agreed</b> by the Bank if the bid is accepted. <del>Any decision of the Bank shall be final, conclusive and binding on the bidder.</del>	
96	12	8	The Bank Guarantee shall act as a security deposit and in case the bidder is unable to undertake maintenance job of ATMs as per Bank's requirements, the Bank shall have the right to invoke the Performance Bank Guarantee.	Request to revise the clause as below:"The Bank Guarantee shall act as a security deposit and in case the bidder is unable to undertake maintenance job of ATMs as <b>per the mutually agreed service levels and scope of the contract between the parties</b> , the Bank shall have the right to invoke the Performance Bank Guarantee."	Clause stands as per RFP
97	12	10	Indemnities	The indemnities sought under the RFP are generic in nature and it is not acceptable to agree for generic indemnities. Indemnification is acceptable only for damages or claims that arise out of IP infringement, breach of confidentiality and breach of applicable laws. Further the RFP clause does not contain any cap on the aggregate liability of the bidder for indemnities and any other claims/losses or damages. Request to capture that the aggregate liability of the bidder be capped at the last 12 months' fees paid by the bidder, except for claims on IP infringement.	Clause stands as per RFP
98	19	14	Audit by third party	Audit by third parties are not acceptable unless it is audit by regulators/statutory bodies. Third parties gaining access to our records are detrimental. Further the audit scope, timing and periodicity shall be as mutually agreed between	Clause stands as per RFP

				the parties.	
99	19	15	Payment Terms & Paying Authority	The payment terms of the RFP is silent on the due date for payment of fees to the bidder. Can we include a clause that the payments shall be made within 30 days of submission of invoice by the bidder? Further, there is no provision for charging late payment interest. Can we include a clause that the bidder reserves the right to charge late payment interest @ 18% per annum?	Clause stands as per RFP
100	25	33	Order cancellation	Order cancellation provisions contained in the RFP are wide and generic. Trust this can be as mutually agreed between the parties during contract negotiation stage. Cancellation is acceptable only for material default/breach of material terms or conditions by the bidder and for bankruptcy, winding up or insolvency of the bidder. Further, the bank has various other remedies like forfeiture of PBG, charging penalties/LD, termination etc. for breach by the bidder, hence request to remove the provision for blacklisting the bidder for termination. Also, the RFP is silent regarding mutual rights of termination for the bidder.	Clause stands as per RFP
101	27	35.f	Notwithstanding the above, decision of UCO Bank shall be final and binding upon the bidder	Request to delete this clause as it is unilateral.	Clause stands as per RFP
102	28	37.b	The loss-payee endorsement of such insurance policies shall be in favour of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Bank.	This is not possible as the bidder has umbrella policies for all its clients, where the beneficiary is the bidder. The RFP provides for indemnification for the bank for losses suffered as a result of fraud, misappropriation, etc. and hence, request to delete this clause.	Clause stands as per RFP
103	29	39	Penalty clause	The RFP clause is silent regarding the cap on cumulative penalties that may be charged under the RFP. Can we get a cap on cumulative	Clause stands as per RFP

				penalties under the agreement up to 10% of the TCO?	
104	30	40.a	Signing of the bid	The contract shall contain all mutually accepted terms and conditions between the parties. The negotiation rights for the bidder is silent in the RFP and hence, request that the contract shall be based on the mutually agreed terms and conditions between the parties	Clause stands as per RFP
105	32	40.o	Confidentiality of the Bid Document: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential	Request to make this clause mutual as the bidder also shares its confidential information through the bid document.	Clause stands as per RFP
106	35	45.d	The Bank shall give minimum one day intimation for conducting the audit to the selected bidder. The audit by the UCO Bank shall be allowed to be done all days	Request to increase the prior intimation to at least 10 days.	Clause stands as per RFP
107	35	46	Confidentiality and secrecy	Request to make this clause mutual as the bidder also shares its confidential information as part of its service delivery	Clause stands as per RFP
108	16	12 Cash Management	Periodicity of replenishment of ATM's will be a minimum of 8 times a week at an average on monthly basis. Intimation for cash loading will be given by the base branch/monitoring cell over phone / email / SMS. Selected vendor would be required to ensure that adequate cash is loaded immediately in the respective ATMs based on 1. Cash dispensation pattern of the ATM/Centre. Also vendor	Bank to confirm the nodal branch/currency chest for cash withdrawal and submission of report. Historical dispense details to be provided by the bank for cash forecasting and indenting	Clause stands as per RFP.

			representatives can observe the cash usage pattern of the ATM and advise the branch accordingly.		
109	16	12 Cash Management	2. Replenishment service must be available for 24 X 7 X 365.	Bank to confirm the cash availability status in smaller city without ONV facility	Clause stands modified as "Replenishment service should be done by the successful bidder on cash uses forecasting or as and when required".
110	16	12 Cash Management	6. Pick and delivery of deposit envelopes and cheques that are deposited in ATMs to respective branches.	Clarification on the time frame for collection and submission of deposit envelopes and Cheque from ATMs to respective branches	Clause stands deleted.
111	16	12 Cash Management	7. Depositing of cash taken out from ATM (through ATM recycler) at specified branch after making each packet 100 notes and bundle of 10 packets. (Presently depository modules are not implemented in our ATMs. So, this is a future requirement).	Request the Bank to share current process note and practice followed.	Clause stands deleted.
112	19	14. Audit by Third Party	Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank before issuance of Letter of Intent and during the contract period. The audit charges shall be borne by the bidder/sub-contractor.	As this activity will be carried by the Bank staff or it's appointed agency the bidder will not able to reimburse the cost. However, the bidder will provide all the required support for audit.	Clause stands as per RFP.
113	19	15. Payment Terms & Paying Authority	Bills raised by the selected bidder would be payable by the respective Zonal Offices of the Bank on receipt of advice / confirmation / satisfactory services rendered certificate from the concerned Branch (es) under	Bank to confirm the bill submission point. Bank to confirm whether submission of photocopies of receipt of wages to be done on every month or its one time activity	Clause stands as per RFP.

			their jurisdiction. Payment will be effective from the date the selected bidder takes over the maintenance job of the ATM. The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective zonal office of the bank within 20 days of the succeeding month. While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees (***) engaged in UCO Bank's ATM Managed Service activity. Final payment shall be released subject to deductions of penalties if any.		
114	17	FLM & SLM Services	Conduct periodic testing of ATM Modules like dispense test etc. once a month & report to be submitted to the branch.	Request the Bank to clarify on periodic testing and what sort of reporting is expected	Clause stands as per RFP.
115	18	FLM & SLM Services	Checking Fire Extinguisher in ATM Back Room	Please clarify the scope and expectation	Successful bidder required to provide support for SLM in coordination with Bank's appointed vendor for maintenance of ATM.
116	24	31. Fidelity and Secrecy	Secure recruitment procedures must be adopted with police clearance for all personals engaged for cash management services and house-keeping services etc.	As per practice police clearance is done for Cash Management services. Housekeeping personnel would need to be exempted from this.	Clause stands as per RFP.
117	30	39. Penalty Clause	In case the selected bidder fails to successfully perform any of the services mentioned in the Scope of Work of the RFP, Bank shall	Request the Bank to specify the penalty clause related to services as present clause is very open ended. Also there are no standard exclusions mentioned for which clarity is required. We	Clause stands as per RFP

			impose a penalty of 100% of the charges payable daily towards that specific activity for that specific ATM.	would request the Bank to cap the penalties at 1% of monthly billing.	
118	14	4	The bidder should be in the business of ATM Managed Services in India for a minimum period of last three years. The company should be profit making in any two of the last three financial years (2015-2016, 2016-2017 & 2017-2018).	<b><u>Clarification and relaxation in Eligibility criteria</u></b> Bidder does not have audited balance sheet for FY 17-18. The P & L of FY 14-15 FY 15-16 & FY 16-17 will be submitted. criteria of profitability for two of three financial years should be considered for FY 14-15 FY 15-16 & FY 16-17	Clause stands modified as "The bidder should be in the business of ATM Managed Services in India for a minimum period of last three years. The company should be profit making in any two of the last three financial years (2014-15, 2015-2016 & 2016-2017) or the company should have positive net worth for the last three financial years (2014-15, 2015-2016 & 2016-2017)."
119	, page 14	Sl. No. 1	Eligibility criteria clause	Net worth of 1 Billion timeline given by RBI is 31 <sup>st</sup> March 2019. Will the Bank as well go with that timeline?	Clause stands as per RFP
120	page 14	Sl. No. 4	Eligibility criteria clause	Bank is requested to rephrase the clause from "Managed Service" provider to ATM service provider as many bidders do not foray in the Managed Service activity but are actively working around cash replenishment, FLM/SLM and Housekeeping services – Which are the requirements of the Bank as per the tender.	Clause stands as per RFP
121	page 15	Sl. No. 9	Eligibility criteria clause	What is the alternate for service providers who do not have these certifications?	Clause stands as per RFP
122	,page 10, 12	Point 6 & 8	Earnest Money Deposit & Performance Bank Guarantee	Are the Earnest Deposit Money and Performance Bank guarantee both separately required to be submitted or either of the two is required. When will the EMD and PBG be refunded after the completion of the contract term?	Clause stands as per RFP.
123	page 12	Point 10	Indemnity	We should be liable to indemnify only in event of such loss being attributable to Brinks and wherein Brinks is not made liable for indirect or consequential losses. So, rephrase of the clauses	Clause stands as per RFP.



				is requested.	
124	page 24	Point 30	Liquidated Damage	Since penalty amount is not specified, how do we quantify the total loss in form of penalty and liquidated damage recovery that we can incur on an event of delay in the specified implementation schedule?	Clause stands as per RFP.
125	Point (FLM/SLM), page 17	Point (FLM/SLM)	Scope of Work	Replacement of all hardware of ATM equipment will be managed by the Bank? Need clarity for issues (including DVRs, network connectivity etc. wherever OEM comes into picture.)	OEM will be responsible for repair and replacement of the ATM hardware's. But the successful bidders have to co-ordinate with the respective OEM's and requires calls must be lodged with the respective OEM's.
126	page 19	Pont 16	Price	Bank to please review costs and consider a cost escalation equivalent to 5% every year considering the ever rising operational costs (minimum wages and fuel cost etc.).	Clause stands as per RFP
127	page 25	Point 32	Clean note policy	As withdrawal from banks runs into crores, it will not be practical for the service provider to check for note genuineness at the currency chest every day hence bank is required to provide infrastructure so the agency can check for fake, mutilated or unfit notes	Clause stands as per RFP
128	15	4	The bidder should be in the business of ATM Managed Services in India for a minimum period of last three years. The company should be profit making in any two of the last three financial years (2015-2016, 2016-2017 & 2017-2018).	<p>The bidder should be in the business of ATM Managed Services in India for a minimum period of last three years. The company should be profit making in any two of the last three financial years (2015-2016, 2016-2017 &amp; 2017-2018).</p> <p><b><u>Amendment requested</u></b></p> <p>We would request Bank to consider positive net worth and EBITDA positive for the last three financial years and having Net worth of 100crores.</p> <p>We are an Operating Profit organization and net profit is negative due to mainly Depreciation cost i.e. non-cash amount &amp; other related cost which is debited on a yearly basis from the</p>	Clause stands modified as "The bidder should be in the business of ATM Managed Services in India for a minimum period of last three years. The company should be profit making in any two of the last three financial years (2014-15, 2015-2016 & 2016-2017) or the company should have positive net worth for the last three financial years (2014-15, 2015-2016 & 2016-2017)."

			<p>Balance Sheet. Also, being a young Organization who had deployed &amp; currently managing over 10,000 ATMs for the last 6 years by incurring a lot of capital expenditure (to the midst of debt and equity) has resulted in a substantial depreciation to be charged in the P&amp;L account as well as interest expense to service the debt. As, you would appreciate that the true strength of the Organization is accessed by whether it runs its operation smoothly, efficiently &amp; self-sustainable basis. This assessment is measured on the basis of the Operating Profit made by any Organization. Other non-cash charges like depreciation and interest has nothing to do with the operating efficiency or strength of the company and are dependent on the capital structure (midst of debt and equity) which defers from Organization to Organization. Hence, Operating Profit is the true measure of comparing various bidders who will be able to manage this RFP requirement efficiently, smoothly and not the Net Profit. We would request Bank to please consider Positive Net Worth &amp; Operating Profit in the said clause for the last 3 financial years.</p>	
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#### Addendum

Sl. No	Existing Clause	Modified Clause
1	Last date of bid submission was scheduled on 28/08/2018 at 03:00 PM and opening of technical bid was 28/08/2018 at 03:30 PM	Last date of bid submission is extended up to 06/09/2018 at 03:00 PM and technical bid will be opened on 06/09/2018 at 03:30 PM

**Revised General Details of the Bidder / Sub-Contractor****A. Profile of Bidder**

1. Name of bidder:
2. Location
  - Regd. Office:
  - Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years
6. Names of Banker / s

**B. Financial Position of Bidder for the last three financial years**

	2014-15 (Audited)	2015-16 (Audited)	2016-17 (Audited)
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales of the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
<i>Summary of Financial Position and working results</i>			
Growth in Operations (%)			
Growth in profitability (%)			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures****C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to banks in India specifying the number of Banks and branches
- - In PSU banks
  - In non-PSU banks

**Details of Experience in ATM Managed Services**

(i)

PSU				
Name of Bank	Services	No. of ATMs	Period	
			From	To
	Cash Replenishment			
	House Keeping			

	FLM/SLM			
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(ii)

Non-PSU				
Name of Bank	Services	No. of ATMs	Period	
			From	To
	Cash Replenishment			
	House Keeping			
	FLM/SLM			

N.B.: Enclosed copies of Masked Purchase Orders should be in name of the bidder only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily.

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:



**Annexure – VI (i)**

**Revised Format of Masked Commercial for RFP for Selection of Service Provider for ATM Managed Services**

Sl. No.	Service Description	Price (Per Month)	GST%	GST Amount	Total
		(A)	(B)	(C)	(D = A + C)
(I)	Cash Management	XX	XX	XX	XX
(II)	FLM and SLM Services	XX	XX	XX	XX
(III)	House Keeping Services	XX	XX	XX	XX
(IV)	Total Cost for one month per ATM				XX
(V)	Total Cost for 01 year per ATM (V = IV x 12)				XX
(VI)	Total Cost for 03 years per ATM (VI = V x 3)				XX
(VII)	Total Cost for 03 years for 140 ATMs (Total Cost of Ownership) (VII = VI x 140) (in Figures)				XX
Total Cost of Ownership (in Words)		XX			

**We confirm that:-**

1. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
2. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
3. In case of any discrepancy between figures & words, the amount in words shall prevail.
4. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
5. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
6. Lowest Bidder (L1) will be determined on the column **D (VII)**, i.e. **Total Cost for 03 years for 140 ATMs (Total Cost of Ownership, i.e. TCO)**.
7. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
8. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
9. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
10. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 21.07.2018 and subsequent pre-bid and amendments.

Company Seal

Authorized Signatory

Date

Name & Designation:

**Annexure – VI (ii)**

**Revised Format of Commercial for RFP for Selection of Service Provider for ATM Managed Services**

Sl. No.	Service Description	Price (Per Month)	GST%	GST Amount	Total
		(A)	(B)	(C)	(D = A + C)
(I)	Cash Management				
(II)	FLM and SLM Services				
(III)	House Keeping Services				
(IV)	Total Cost for one month per ATM				
(V)	Total Cost for 01 year per ATM (V = IV x 12)				
(VI)	Total Cost for 03 years per ATM (VI = V x 3)				
(VII)	Total Cost for 03 years for 140 ATMs (Total Cost of Ownership) (VII = VI x 140) (in Figures)				
Total Cost of Ownership (in Words)					

**We confirm that:-**

- 01.The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
- 02.If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- 03.In case of any discrepancy between figures & words, the amount in words shall prevail.
- 04.Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- 05.We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- 06.Lowest Bidder (L1) will be determined on the column **D (VII)**, i.e. **Total Cost for 03 years for 140 ATMs (Total Cost of Ownership, i.e. TCO)**.
- 07.We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- 08.We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- 09.We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- 10.Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 21.07.2018 and subsequent pre-bid and amendments.

Company Seal

Authorized Signatory

Date

Name & Designation:

**Undertaking Letter for adherence to the RBI guidelines.**

**Date:**

**To**

**Deputy General Manager (DIT, BPR & BTD)  
UCO Bank, Head Office-II  
Department of Information Technology  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, kolkata-700064**

**Sir,**

**Subject: Undertaking for adherence to the RBI guidelines.**

**Ref: Your RFP for “Selection of Service Provider for ATM Managed Services” RFP No.  
DIT/BPR & BTD/OA/1879/2018-19 Date: 21/07/2018”**

With reference to the above, we hereby undertake that we adhere to the RBI guidelines regarding net-worth, fleet-size of GPS enabled vans for cash replenishment through company or its sub-contractor, Balance Sheet of the bidder / its sub-contractor (responsible for cash management activity) and other security guidelines laid down vide its circular ref. no. RBI/2017-18/152 DCM (Plg) No. 3563/10.25.07/2017-18 dated 06.04.2018.

Yours Faithfully.

(Authorised Signatory)

**Name:**

**Designation:**