



**UCO Bank**

**Head Office**

**Risk Management Department**

**10 B T M Sarani**

**Kolkata - 700 001**

Date: 05/11/2019

Request for Proposal (RFP) For Selection of Service Provider for Accessing their Portal for collecting Information on Credit Management

RFP REF NO: RFP REF NO: HORM/RFP/1942 /2019-20 Dated: 24/10/2019

**ADDENDUM**

		<b>Scope of Work</b>
		<b>Factors Specific to NBFC Sector</b>
<b>SI No</b>	<b>New Clause No</b>	<b>Clause Description</b>
1	39	Gross NPA in Securitised Pools of Lending as well as in the Asset Class with highest exposure (by Value)
2	40	Trend in Capital to Risk Weighted Assets Ratio
3	41	Operation in multiple activities
4	42	Overdue Receivables
5	43	Comparability of total outstanding liabilities to Loan Book with Peers
6	44	Net Interest Margin
7	45	Loan Book to total Assets
8	46	Net Interest Margin

Note: All other Terms and Conditions, clauses of the RFP remain unchanged. The reply to pre-bid queries responses / clarifications / corrigendum / addendum & changes in the RFP clause mentioned herein above will be part and parcel of the RFP.





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REF NO: HORM/RFP/ 1997 /2019-20

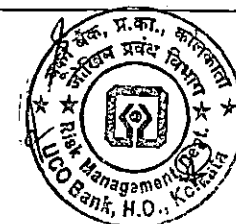
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Request for Proposal (RFP) For Selection of Service Provider for Accessing their Portal for collecting Information on Credit Management

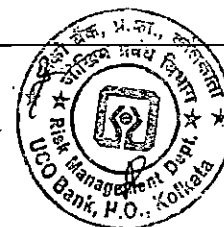
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Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum

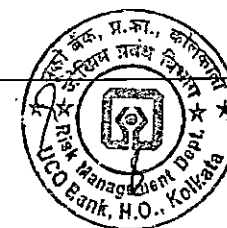
Sl No	Page No	Clause No	Clause as per RFP	Description of Queries/ Clarification sought by Bidder(s)	Bank Response
1	9	7	The duration of the contract with the bidder will be for duration of one year from the date of signing of agreement. However the Bank reserves the right to cancel or extend the validity period of contract. The Bidder shall not have the option to terminate the agreement once the same is signed.	Bank has to sign the Company's Agreement Form and the Company can terminate service to the Bank if the Bank violates Agreement	RFP Clause stands
2	14	19	Bank will enter into Service Provider Agreement with the selected Bidder. The effective date shall be date of signing of agreement by the selected bidder.	-do-	RFP Clause stands



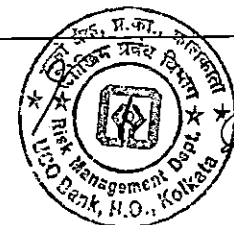
3	15	21(c)	The selected bidder shall indemnify the bank against any claims relating to the violation of intellectual property rights, <b>deficiency of service</b> in all matters relating to issuance and servicing of policies, settlement of claims and all other obligations as specified in the scope of the RFP	To delete "deficiency of service".	RFP Clause stands
4	15	21(f)	The Bidder shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/agreement, except with the Bank's written consent.	Vendor intends to assign agreement to another party in case of ownership change.	RFP Clause stands
5	15	22	The selected bidder shall indemnify the bank against any claims relating to the violation of intellectual property rights, deficiency of service in all matters relating to issuance and servicing of policies, settlement of claims and all other obligations as specified in the scope of the RFP. The indemnification obligation stated in this clause apply only in the event that the indemnified party <b>(Bank)</b> provides the indemnifying party <b>(bidder)</b> prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims[at the expenses of the	Pertain to insurance and not applicable for this kind of services.	RFP Clause stands



			indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.		
6	16	23	The Bidder shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/ agreement, except with the Bank's written consent.	Vendor intends to assign agreement to another party in case of ownership change.	RFP Clause stands
7	16	25	Once Service Provider agreement are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.	Bank has to sign the Company's Agreement Form and the Company can terminate service to the Bank if the Bank violates Agreement	RFP Clause stands
8	18	29	<u>Resolution of Disputes</u> The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata, India.	Mumbai Jurisdiction instead of Kolkata.	RFP Clause stands
		30	<u>Jurisdiction of the Court</u> All disputes and controversies		



			between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Kolkata only and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.		
9	19	31(g)	Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the service providers and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee.	"final payment or the duration of warrantee/guarantee" is not applicable to this transaction.	Since no warrantee/guarantee sought from the Vendor final payment may not be linked with warrantee/guarantee.
10	22	Annexure 2	We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.	Declaration Point C is not acceptable.	RFP Clause stands
11	24	Annexure 4	Non Disclosure Agreement (NDA)	request a mutual NDA	RFP Clause stands
12	25	Annexure 5	We hereby undertake and agree to abide by all the terms and conditions including all Annexures,	"No Deviation" is not acceptable	RFP Clause stands



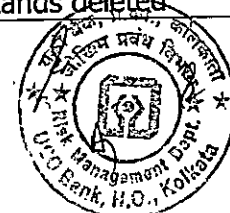
			corrigendum(s) etc. Stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)		
13	27	Annexure H	Reverse Auction	Reverse Auction not acceptable	RFP Clause stands
14	36	Annexure I	Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorized Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC)) hereinafter referred to as Stores and / or Services.	Phrase 'procure (Selection of System Integrator for Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC))', does not apply to this RFP.	<p>Revised phrases in Annexure I would be as follows:</p> <ol style="list-style-type: none"> <li>1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition &amp; Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata -700 001 acting through its Risk Management Department, represented by Authorized Signatory hereinafter referred to as the Buyer and the first party, proposes to select Service Provider for Accessing their Portal for collecting Information on Credit Management hereinafter referred to as Stores and / or Services.</li> </ol> <p><b>2. Preamble</b> Buyer has called for tenders</p>



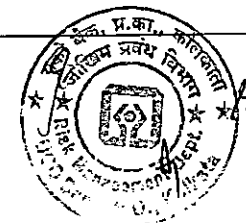
					under laid down organizational procedures intending to enter into contract with Service Provider for Accessing their Portal for collecting Information on Credit Management and the Bidder / Seller is one amongst several bidders / Proprietary Vendor / Customer Nominated Source / Licensor who has indicated a desire to bid in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).
15	43	Annexure J	Proforma for Deed of Indemnity	Bank has to sign the Company's Agreement Form which includes Indemnity	RFP Clause stands
16	7	4.2	The bidder should be currently in the service of providing similar service to at least two public sector commercial banks having more than 1000 branches.	Eligibility Criteria is not acceptable. Existing vendor to all scheduled commercial banks for last 10 years.	The existing clause is revised as under: The bidder should be currently in the service of providing similar service to at least two Scheduled Commercial Banks having more than 1000 branches.



			<b>Borrowing Entity:-</b>		
18	7	6.1	Listing/incorporation status indicative of governance in borrowing entity	Need clarification for indicative of governance requirement	RFP Clause stands
20	7	6.3	Regulatory/Statutory non-compliance and /or adverse regulatory action	Need more clarity on this requirement.	RFP Clause stands
21	7	6.4	Major Proceedings / litigation pending against the borrowing entity	Need clarification if any specific sources are to be covered.	RFP Clause stands
27	8	6.10	Existence of Current accounts with non – lenders	Not available.	The Clause stands deleted
			<b>Quality of Security:-</b>		
28	8	6.11	Divergence in value of security from earlier valuation	Not available.	The Clause stands deleted
29	8	6.12	Timeliness in perfecting Mortgaged / Hypothecated / Pledged securities	Not available.	The Clause stands deleted
30	8	6.13	Extent to which the securities are not enforceable through SARFAESI action	Not available. available in Public domain.	The Clause stands deleted
			<b>Conduct of the Facilities/New Facilities proposed:-</b>		
31	8	6.14	Extent and frequency of Devolvement of LCs and invocation of BGs	Not available.	The Clause stands deleted
32	8	6.15	Interchange-ability of non-RAROC priced Non Fund Based limit with Fund Based limits	Not available.	The Clause stands deleted
34	8	6.17	Acceptability of the Rating / Score of Credit Risk Management and Credit Audit	Need more clarity on this requirement.	The Clause stands deleted
			<b>Promoters &amp; Group Entities:-</b>		
35	8	6.18	Complexity/Details of the Group structure (number of layers between the Promoter and the Borrowing Entity)	Inter alia, it was stated that the Vendor can cover companies as data for proprietorship firms, partnership firms and trusts are not available even with RoC.	RFP Clause stands
37	8	6.20	History of resort to restructuring or	CIRP data will be available. Other	The Clause stands deleted



			settlement by, or initiation of CIRP against Group Entities	settlement/restructuring data is not available.	
38	8	6.21	History of Promoter(s) and Group Entities in respect of Default, incl. cross-default.	Can provide data only for suit-filed cases. Data for other defaults is not available in public domain.	RFP Clause stands
39	8	6.22	History of reneging on Personal / Third Party Guarantee by Promoter / Director / Guarantor Entities in Group Entities.	Can provide data only for suit-filed cases. Data for other defaults is not available in public domain.	The Clause stands deleted
40	8	6.23	Key Financial Ratios and their trends for Group Entities.	Inter alia, the Vendor stated that they only cover companies as data for proprietorship firms, partnership firms and trusts are not available even with RoC.	RFP Clause stands
41	8	6.24	Rating Downgrades in related parties and / or Group Entities.	Inter alia, the Vendor stated that they only cover companies as data for proprietorship firms, partnership firms and trusts are not available even with RoC.	RFP Clause stands
42	8	6.25	History of non fulfilment of Capital commitment(s) by the Promoter.	Not available.	The Clause stands deleted
			<b>Activity/Industry/Sector:-</b>		
49	8	6.32	Product / Market concentration risk	Need more clarity on this requirement.	RFP Clause stands
51	8	6.34	Degree of susceptibility to changes in regulatory / clearance norms	Need more clarity on this requirement.	RFP Clause stands
53	8	6.36	External Events and Macro Economic triggers	need more clarity on this requirement	RFP Clause stands
54	8	6.37	System data flow for re-rating of Internal Credit Rating	Guess this refers to Data feed for arriving at the internal rating, as per	RFP Clause stands



				the risk assessment parameters of the bank. Need clarity on this. If its data feed then need to know how many fields and what will be the frequency and the historical data need	
55	8	6.37		Please elaborate System data flow for re-rating of Internal Credit Rating. Will this be unique for every company?	If necessary, the data made available by the vendor may be integrated with our Internal Credit Rating system.
56	8	6.38	GST Details	Covers GST numbers and whether the company has filed GST returns or not which is in public domain. Other GST data will be added as and when it becomes available in the public domain.	RFP Clause stands
57				There is no mention of the number of companies on whom such information is to be provided. How do we arrive at the Total cost to the Bank without that number?	Information to be derived as and when necessity arises.
58				Data should be made available on the portal in what format?	<p>The data in conformity with the Scope of Work as mentioned in the RFP may be made available as under:</p> <ol style="list-style-type: none"> <li>1. The Data as per the scope of work should be made available at the Service Provider's Portal for viewing/downloading which can be accessed from multiple locations by authorized users.</li> <li>2. Data should be downloadable in MS Word, Excel or PDF file</li> </ol>



					formats.
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