



UCO BANK
Department of Information Technology

Request for Proposal (RFP) for Implementation of Anti Money Laundering (AML) Solution

RFP Ref. No.: DIT/BPR&BTD/5605/2019-20 Date: 06/03/2020

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

Sl. No.	RFP Page No.	Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions	Bank Response
1.	28	PART IV – A - 4	The proposed solution would need to integrate with the Core Banking Solution of the Bank and other third party solutions ITMS/SWIFT/Exim Bills/Central Repository Data Warehouse/ADF Interface, All-Watch portal etc.) which are to be source of input data and this integration should facilitate STP (Straight Through Processing) without any manual intervention.	Exact list of third party solutions.	Request you to specify all the third party solution names, with which AML system has to be integrated. Can we assume that there would be a coordinator from the Bank side to interact with the third party vendors to get the necessary inputs and specifications, required during the integration? If not then all the necessary third party vendors should agree upon the activities and timelines, where they are involved as per the implementation plan. We assume that delay	Clause is self-explanatory

					form third parties would be considered as the delay from our side.	
2.	28	PART IV – A - 5	The proposed solution should be capable of generating all the regulatory/statutory reports as per required format. The solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory authorities, within the timelines stipulated by the regulatory bodies during the contract period at no additional cost to the Bank.	List of Report Names and formats expected from the AML system.	<p>We know the name and the formats of the regulatory/statutory reports.</p> <p>Since the future report names and their formats and the complexity cannot be assumed and it won't be possible to estimate the efforts for such reports.</p> <p>If vendors are supposed to assume and quote then each vendor's assumption would be different and hence the cost. It will not justify the apple-to-apple comparison of the cost.</p> <p>We recommend to agree upon the man-days for each additional reports as per the complexity of the report and let the vendor quote their cost for it.</p>	Clause is self-explanatory.
3.	29	PART IV – A - 7	The solution should abide by the User management system and password policy as per the IT security policy outlined by the bank and should also incorporate maker-	Password Policy	<p>Is it possible to use domain authentication (e.g. LDAP/SSL) instead of maintaining user password in the AML system?</p> <p>This would remove the overhead of password</p>	Clause Stands as per RFP.

			checker concept for operational uses		management of the user in AML system and adhere to existing password policy of the bank?	
4.	29	PART IV – A - 9	The proposed solution should comply with the existing or future time to time guidelines on KYC-AML & Combating of Terrorism Financing from various regulators/enforcement agencies like RBI, IBA, FIU-IND, UIDAI, SEBI, FATF etc. As and when new guidelines are issued from such regulatory authorities, the Bidder should incorporate the same in the solution and at no additional cost to the Bank during the contract period.	Incorporation of future guidelines	<p>If vendors are supposed to assume and quote then each vendor's assumption would be different and hence the cost. It will not justify the apple-to-apple comparison of the cost.</p> <p>We recommend to agree upon the man-days for each additional requirement as per the complexity of the requirement and let the vendor quote their cost for it.</p>	Clause Stands as per RFP.
5.	30	PART IV – A - 18	The support service shall be provided on 24 x 7 basis at Kolkata for ensuring proper upkeep and maintenance of the solution. Details of onsite FM support shall be provided as mentioned in Facility Management Scope. Minimum Wage Clause and other regulations should be followed in the FM services	24X7 basis Support	<p>It appears that for providing 24X7 basis support minimum 3 FM resources would be required. We assume that vendor can decide the number of FM support resources required for support operation on 24X7 basis support.</p> <p>But in page no. 33 you have mentioned that the FM support should be at</p>	Solution should be running for 24X7 and in case of any technical disruption or emergency Support services should be ensured with in specified time lines. However Facility Management (FM) will be required from 10 AM to 6 PM monitoring and executing daily activities.

					on-site from 10am to 6 pm. Which clause we should consider.	
6.	30	PART IV – A - 21	The proposed AML solution should provide a list manager to manage various black-lists provided by regulatory authorities such as lists provided by OFAC - SDN lists, PEP lists, UNSCR lists, High risk countries list etc. It should also be possible to add new lists as and when they are introduced in future at no additional cost to the Bank. The lists should be updated straight through process (SFTP/API), as and when notifications are received from regulators. Users should also be able to create/maintain internal watch lists to monitor certain customers as and when required.	Sanction Lists	<p>We assume that the Bank will take necessary subscriptions to get the specified as well as future sanctions list.</p> <p>Since the future lists are not known vendors are supposed to assume and quote then each vendor's assumption would be different and hence the cost. It will not justify the apple-to-apple comparison of the cost. We recommend to agree upon the man-days for such inclusions and let the vendor quote for those man-days.</p>	RFP Clause is self explanatory, proposed solution has to integrate all the existing list as well as future list subject to regulatory guideline.
7.	32	PART IV – A - 34	An escrow arrangement shall be made for the source code of the application by the bidder/ vendor and the documentary proof of the arrangement shall be handed over to UCO	Escrow Arrangement	We request Bank to select the Agent for Escrow Arrangement mutually with us.	Clause stands as per RFP.

			BANK			
8.	32	PART IV – A - 37	The given solution should be capable of pulling data on real-time. Rule processing, Data pulling and Alert generation should be simultaneous.	Pulling data on real-time basis.	Is it there any constrain of EoD to pull the data on real-time basis? For example data can be fetched only after the EoD.	System should be capable of accepting/pulling the transactions on continuous/incremental/pre-defined scheduler basis so that in case of huge volume of transaction pulling could be scheduled on specified time intervals.
9.	9	Part – I	Eligibility Criteria	The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more than 1000 offices/branches in India.	Request Bank to allow experience in implementing the solution in overseas banks and remove the clause of 1000 branches	Clause Stands modified as: " The bidder should have minimum one years of experience in Implementation of the proposed solution in any scheduled Commercial Bank/ Govt. Organization with more than 1000 offices/branches in India."
10.	9	Part – I	Eligibility Criteria	The proposed Anti-Money Laundering (AML) software should be running for at least three years in any two organisations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Cooperative Banks) with more than 1000 offices/branches in India.	Request Bank to allow experience in implementing the solution in overseas banks and remove the clause of 1000 branches	Clause Stand Modified as : " The proposed Anti-Money Laundering (AML) software should be running for at least two years in any two organisations (Scheduled commercial bank/ Govt. Organization / Commercial Bank with more than 1000 offices/branches in India."
11.	9	Part – I	Eligibility Criteria	Bidder company should have valid ISO 9001/ISO 27001 certification.	Request Bank either not to make it mandatory or give time frame of submitting relevant certificate before	Clause Stand DELETED .

					the technical evaluation	
12.	38	Part - V	Schedule Implementation Of	The total time for full (including pilot) Anti-Money Laundering (AML) Solution project implementation (Supply, Customization and Deployment, go live) will be 16 weeks from the date of the Purchase Order (between Bank and selected L1 bidder). Vendor is required to adhere to full project implementation schedule of 16 weeks. The vendor should submit a detail project plan and escalation matrix for implementation within one week of Letter of Intent.	Request bank to make it 20 weeks from LOI or 18 weeks from PO.	Clause stand as per RFP.
13.	99	Annxure – XIX SL. No. 4	FUNCTIONAL REQUIRMENT	The solution should allow multiple connections/sessions per	Incomplete sentence	The clause stands modified as: “ The solution should allow multiple connections/sessions per user”
14.	8	PART-I 1. Introductions	Bank has already initiated the process of implementation of Finacle 10.X and selected bidders is required to integrate the proposed solution with Finacle 10.X in near future without additional burden to the Bank.		When is the process of migration to Finacle 10 is expected to be completed?	It is expected to be completed within 12 to 18 months from January 2020.

15.	9	PART-I 3. Eligibility Criteria Sl.No. 3	Bidder should have maintained a positive net-worth in last three financial years (2016-17, 2017-18 & 2018-19).		Requesting bank to change this clause to "Bidder should have maintained a positive net-worth in two of the last three financial years (2016-17, 2017-18 & 2018-19)."	Clause stands modified as: "The bidder should have posted positive net-worth in FY 2018-19, and must have maintained a positive net-worth in at least one of the two FY-2016-17, 2017-18."
16.	28	PART-IV Scope of Work A. Broad Scope of Work:	3. The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be at Kolkata and used for the customization of any changes before movement in production.		UAT set-up will be in DR and not in DC. Is our understanding correct?	UAT and DR to be set up at same location i.e. Kolkata, But will be separate set ups and will be on separate LAN.
17.	28	PART-IV Scope of Work A. Broad Scope of Work:	4. The proposed solution would need to integrate with the Core Banking Solution of the Bank and other third party solutions (ITMS/SWIFT/Exim Bills/Central Repository/Data Warehouse/ADF Interface, All-Watch portal etc.)		Requesting bank to provide more details on this All-Watch portal. What type of data is available from this All-Watch portal?	All watch portals refer to portals which host lists of Banned entities, Black List and other standard list as notified by Government of India and other regulators.
18.	28	PART-IV Scope of Work A. Broad Scope of Work:	6. The proposed solution should migrate the existing data and archive data consisting of open/closed alerts of the existing AML solution and would be readily available for inquiry purposes.		Requesting bank to provide the volume (in GB) of existing data that needs to be migrated?	Please Refer RFP document. It is already mentioned "approx. 5 TB"

19.	30	PART-IV Scope of Work A. Broad Scope of Work:	16. The Bidder should maintain Uptime of 99.95% of the solution both at DC & DR during contract period.		Is high availability required at DC?	Clause stands modified as: "The bidder should maintain Upptime of 98.5% of the solution both at DC & DR during contract period, with downtime not more than 1 hour in any single day." Yes, High availability is required at DC.
20.	30	PART-IV Scope of Work A. Broad Scope of Work:	16. The Bidder should maintain Uptime of 99.95% of the solution both at DC & DR during contract period.		Is high availability required at DR?	NO, High availability is not required at DR.
21.	30	PART-IV Scope of Work A. Broad Scope of Work:	16. The Bidder should maintain Uptime of 99.95% of the solution both at DC & DR during contract period.		Is DR to be sized at 100% capacity of DC?	Please refer RFP document for details.
22.	30	PART-IV Scope of Work A. Broad Scope of Work:	21. The proposed AML solution should provide a list manager to manage various black-lists provided by regulatory authorities such as lists provided by OFAC - SDN lists, PEP lists, UNSCR lists, High risk countries list etc.		Has the bank subscribed to any paid watchlist? If yes, kindly provide the list names and number of entities in each list.	Final list will be shared with the successful bidder.
23.	31	PART-IV Scope of Work A. Broad Scope of Work:	23. The proposed solution should categorize accounts into risk categories – High, Medium, and Low – as per the risk rating mechanism in tune with the AML policy. It should		How frequently (Months, Quarters etc.) the periodic recalculation of risk categorization has to be done for the whole customer base?	The solution should support monthly, quarterly, half-yearly as well as yearly basis. The solution should be capable of incremental risk categorization on daily basis and as per regulatory

			support risk profiling of customers based on occupation, STR filed, KYC compliance, transaction patterns, turnover etc. The solution should also calculate the threshold limits based on customer's profile. There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer data. In addition, it should be always possible to override the system calculated risk values, having an option to manually set the risk.			guidelines.
24.	31	PART-IV Scope of Work A. Broad Scope of Work:	26. The solution should support automated uploading of data generated from the bank's CBS system & other applications to AML system without any manual intervention.		Is the bank looking for an out of the box integration with Finacle CBS?	Clause is self explanatory.
25.	32	PART-IV Scope of Work A. Broad Scope of Work:	31. Solution should be available on Oracle database/ SQL Server. The Application, Web and Database servers should be available and should function in multiple operating systems like Linux, UNIX and Windows. Use of		Does the bank has signed any EULA with any Database OEM, which we can leverage?	Clause Stands as per RFP. Already mentioned in page 129 of RFP "Oracle database licenses will be provided by bank"

			open source software other than Database is supported by the bank, provided the end to end technical support by OEM/Technical Solution provider should be available during the contract period.			
26.	32	PART-IV Scope of Work A. Broad Scope of Work:	33. MIS Reports generation: Bidder should provide Daily/Monthly/ Quarterly/ Yearly/adhoc reports, Exception reports, Detailed/summary level reports, etc. in the specified formats as required by the Bank. Reports should be downloadable in excel, csv, txt, pdf etc. format.		Requesting bank to provide the number of MIS reports to be configured in the system?	Standard reports which are required for internal/ external/ regulatory reporting are to be provided. These Reports are to be provided in standard formats as required by the bank. Further details will be shared with the successful bidder.
27.	32	PART-IV Scope of Work A. Broad Scope of Work:	34. An escrow arrangement shall be made for the source code of the application by the bidder/ vendor and the documentary proof of the arrangement shall be handed over to UCO BANK.		We agree to sign ESCROW agreement with a bank preferred ESCROW agent. Requesting bank to bear the cost for the same.	Clause Stands as per RFP.
28.	32	PART-IV Scope of Work A. Broad Scope of Work:	35. The Solution (both hardware & software) must be capable enough to handle up to 5 crores transactions per day within 6-7 hours , which is scalable up to		Requesting bank to provide the current daily transaction volumes and expected Year-On-Year growth rate?	Please refer RFP term for requirement of sizing the solution.

			10 crores transaction per day and should be scalable so as to handle transactions and generate alert as per the regulatory guidelines during the contract period of 5 years.			
29.	32	PART-IV Scope of Work A. Broad Scope of Work:	35. The Solution (both hardware & software) must be capable enough to handle up to 5 crores transactions per day within 6-7 hours , which is scalable up to 10 crores transaction per day and should be scalable so as to handle transactions and generate alert as per the regulatory guidelines during the contract period of 5 years.		"35. The Solution (both hardware & software) must be capable enough to handle up to 5 crores transactions per day within 6-7 hours" does this mean the transactions will be sent to the proposed AML solution at the end of the day and the solution should be capable to generate alerts before start of next day (i.e. within 6-7 hours batch window)?	System should be capable of accepting/pulling the transactions on continuous/incremental/pre-defined scheduler basis so that in case of huge volume of transaction pulling could be scheduled on specified time intervals.
30.	32	PART-IV Scope of Work A. Broad Scope of Work:	35. The Solution (both hardware & software) must be capable enough to handle up to 5 crores transactions per day within 6-7 hours , which is scalable up to 10 crores transaction per day and should be scalable so as to handle transactions and generate alert as per the regulatory guidelines during the contract period of 5 years.		Requesting bank to provide the expected HW utilization %?	Please refer RFP for details.

31.	33	PART-IV Scope of Work B. Facility Managem ent Services	The FM support should be deployed at Bank's premises, for supporting the solution for 10 am to 6 pm (i.e. , however in case of exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required.		It is our understanding that FM support on-site (1 resource from 10am to 6pm) is required only during UCO bank's working days. Kindly confirm.	Please refer RFP clause for clarification.
32.	33	PART-IV Scope of Work B. Facility Managem ent Services	a. Central Location will be at Kolkata over the Contract Period.		Is the bank looking to deploy the FM team in bank's DR in Kolkata and not in bank's DC at Bangalore? On page 28 "1. The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery(DR) at Kolkata"	Yes.
33.	33	PART-IV Scope of Work B. Facility Managem ent Services	a. Central Location will be at Kolkata over the Contract Period.		Requesting bank to kindly clarify, where the production set-up to be deployed? In Kolkata (DR) or in Bangalore (DC)?	Please refer RFP for clarification.
34.	38	Part-V 2. Schedule Of	The total time for full (including pilot) Anti-Money Laundering (AML) Solution project		Requesting bank to kindly extend the implementation timeline to minimum 24 weeks.	Clause stands as per RFP

		Implement ation	implementation (Supply, Customization and Deployment, go live) will be 16 weeks from the date of the Purchase Order (between Bank and selected L1 bidder). Vendor is required to adhere to full project implementation schedule of 16 weeks.			
35.	45	Part-V 14. Terms of Payment	<p>For Hardware Ø No advance payment will be made. Ø 70 % of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc. and submission of invoice with proof of delivery, installation and successful commissioning. Ø 20% of Total cost of Implementation for Hardware and System Software after 3 months of live run. Ø 10% of Total cost of Implementation for Hardware and System Software after 6 months of live run.</p>		<p>Requesting bank to kindly change this clause to "For Hardware - No advance payment will be made. - 70 % of Total cost of Implementation for Hardware with system software (OS) on delivery of Client Software, Communication equipments etc. and submission of invoice with proof of delivery, installation and successful commissioning. - 20% of Total cost of Implementation for Hardware and System Software at the time of go-live - 10% of Total cost of Implementation for Hardware and System Software after 3 months of live run.</p>	<p>Clause stands Modified as : "Ø For Hardware Ø No advance payment will be made. Ø 60 % of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc. and submission of invoice with proof of delivery, installation and successful commissioning. Ø 30% of Total cost of Implementation for Hardware and System Software after 1 months of live run. Ø 10% of Total cost of Implementation for Hardware and System Software after 3 months of live run. OR on submission of BG equivalent to the</p>

						due amount"
36.	46	Part-V 14. Terms of Payment	For Software/OS/DB Licenses After roll out of all the modules purchased - 70% cost After 6 Months of Go-live - 30% cost		Requesting bank to kindly change this clause to Upon delivery of licenses for the modules purchased - 70% cost At the time of Go-Live - 20% cost After 3 Months of Go-live - 10% cost	Stands as per RFP.
37.	46	Part-V 14. Terms of Payment	FM Services Cost · Payment for FM services shall be paid in quarterly arrear basis.		Requesting bank to change this clause to "- Payment for FM services shall be paid in quarterly in advance basis."	Stands as per RFP.
38.	50	Part-V 20. Service Support	Typical Response time: 5 min		Requesting bank to kindly change the 'Typical Response Time to 30 minutes" for all incident severity	Clause stands modified as: "Typical Response time: 30 minutes"
39.	50	Part-V 20. Service Support	Incident Severity: Critical Typical Resolution time: ·During Business hours – 20 min ·Non-Business Hours - Within 2 hours or earlier as per business hours if business hours begin		Requesting bank to change this clause to "Incident Severity: Critical Typical Resolution time: ·During Business hours – 6 hours ·Non-Business Hours - Within 8 hours or earlier as per business hours if business hours begin"	Stands as per RFP.
40.	50	Part-V 20. Service Support	Incident Severity: Key Typical Resolution time: ·During business hours -		Requesting bank to change this clause to "Incident Severity: Key	Stands as per RFP.

			<p>Within 40 minutes</p> <p>·Non business hours -</p> <p>Within 4 hours or earlier as per business hours if business hours begin</p>		<p>Typical Resolution time:</p> <p>·During business hours -</p> <p>Within 12 hours</p> <p>·Non business hours -</p> <p>Within 16 hours or earlier as per business hours if business hours begin"</p>	
41.	50	Part-V 20. Service Support	<p>Incident Severity:</p> <p>Significant</p> <p>Typical Resolution time:</p> <p>·Major / Minor Customizations /</p> <p>Changes required - Time period decided by mutual agreement Response and resolution for other criteria.</p> <p>·During business hour – within 4 hours. Not supporting during nonbusiness hours.</p>		<p>Requesting bank to change this clause to</p> <p>"Incident Severity:</p> <p>Significant</p> <p>Typical Resolution time:</p> <p>·Major / Minor Customizations / Changes required - Time period decided by mutual agreement Response and resolution for other criteria.</p> <p>·During business hour – within 24 hours. Not supporting during nonbusiness hours."</p>	Stands as per RFP.
42.	104	Annexure – XIX FUNCTIONAL REQUIREMENT Sl.No. 42	42. Customer screening at the time of on boarding (real time) as well as periodically screening in batch mode against the sanctioned lists.		How frequently the periodic screening has to be done?	Daily.
43.	108	Annexure – XIX FUNCTIONAL REQUIREMENT Sl.No.: 68	68. Solution should have the ability to receive alerts from multiple monitoring systems that have been designated as incidents that require investigation.		Requesting bank to provide the details of monitoring systems that will be sending alerts to the proposed AML solution. - Name of the monitoring system	Please refer RFP.

					<ul style="list-style-type: none"> - Type of alerts - Number of alerts from each system 	
44.	117	Annexure – XIX FUNCTIONAL REQUIREMENT Sl.No.: 123	123. Transactions done through SWIFT, Trade Finance, net banking, Mobile banking, POS etc. and through any other channels should be integrated with the new application with proper channel identifier.		Kindly provide the list of source systems which needs to be integrated with the proposed AML solution?	Details will be shared with successful bidder.
45.	117	Annexure – XIX FUNCTIONAL REQUIREMENT Sl.No.: 135	135. Software should have link of MPAY Transactions enquiry		Requesting bank to provide more details on this requirement.	Details will be shared with successful bidder.
46.	119	Annexure – XIX Technical Requirement: Sl.No.: 1.8	1.8 Should have the ability for patch management/upgradation of database and online replication.		Can we leverage existing patch management servers at the bank to download and install OS and DB upgrades and patches?	Clause stands as per RFP. Bidder is responsible to deploy latest patch.
47.	121	Annexure – XIX Technical Requirement: Sl.No.: 4.5	4.5 System should track the client's IP and network interface address.		Requesting bank to provide the number of AML investigators who will be accessing the solution and the location.	Details will be shared with successful bidder.
48.	126	Annexure – XIX Technical Requirement: Sl.No.: 7.36	7.36 System should be able to distribute securely across multiple remote (geographic) environments and servers.		It is our understanding that the proposed solution will be deployed at bank's DC & DR. Kindly explain the requirement for multiple remote environment set-up and why this is	RFP Clause stands DELETED .

					required.	
49.	NA	NA	General		Core Banking System (CBS) (for current year) Total Number of Customers Total Number of Accounts Total Number of Branches Total Number of core banking transactions in a 1. Day 2. Month 3. Year Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth % average TPS for core banking transactions Peak tps for core banking transactions Peak Concurrent user logins Average Concurrent user logins	Details will be shared with successful bidder.
50.	NA	NA	General		Internet Banking (IB) (for current year) Internet Banking software Name Total number of IB Users Total IB transactions volume per day, month and year (Including: No of Logins (success and failure), No of Beneficiary registration, No of Funds	Details will be shared with successful bidder.

					Transfer, etc.,) 1. Day 2. Month 3. Year Average TPS of all IB transactions Peak TPS of all IB transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth % Peak Concurrent user logins Average Concurrent user logins	
51.	NA	NA	General		Mobile Banking (MB) (for current year) Mobile Banking software name Total number of MB Users Total MB transactions volume per day, month and year (Including: No of Logins (success and failure), No of Beneficiary registration, No of Funds Transfer, etc.,) 1. Day 2. Month 3. Year Average TPS of all MB transactions Peak TPS of all MB transactions Hourly max Transactions (Max Transactions. observed in an hour)	Details will be shared with successful bidder.

					Expected YoY Transaction growth % Peak Concurrent user logins Average Concurrent user logins	
52.	NA	NA	General		Credit Cards (for current year) Credit card switch name Total number of Credit cards Total transactions volume per 1. Day 2. Month 3. Year Average TPS of all credit card transactions Peak TPS of all credit card transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	Details will be shared with successful bidder.
53.	NA	NA	General		Debit Cards (for current year) debit card switch name Total number of Debit cards Total transactions volume per 1. Day 2. Month 3. Year Average TPS of all debit card transactions Peak TPS of all debit card transactions	Details will be shared with successful bidder.

					Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	
54.	NA	NA	General		Brokerage/Trading Accounts Total number of brokerage/trading accounts Total transactions volume per 1.Day 2.Month 3.Year Average TPS of all brokerage/trading transactions Peak TPS of all brokerage/trading transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	Details will be shared with successful bidder.
55.	NA	NA	General		Remittances (SWIFT) Total number of remittance transaction in a 1.Day 2.Month 3. Year Average TPS of remittance transactions Peak TPS of remittance transactions Hourly max Transactions (Max Transactions observed in	Details will be shared with successful bidder.

					an hour) Expected YoY Transaction growth %	
56.	NA	NA	General		Trade Finance Total number of Trade Finance Accounts Total transactions volume per 1.Day 2.Month 3.Year Average TPS of all Trade Finance transactions Peak TPS of all Trade Finance transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	Details will be shared with successful bidder.
57.	NA	NA	General		Treasury Total number of Treasury Accounts Total transactions volume per 1.Day 2.Month 3.Year Average TPS of all Treasury transactions Peak TPS of all Treasury transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	Details will be shared with successful bidder.

58.	Page 8	Eligibility Criteria	General	The proposed AML solution should have been listed in ""Chartis RskTech 100" for 2019	As per RFP there is no clause to parameterize the quality of product which is being proposed by the bidder. Partaining to the same we would suggest bank to consider "Chartis RskTech 100" 2019 clause as part of this RFP. Just like it has been mentioned in the EFRM Tender by UCO bank	Suggestion will not be incorporated.
59.	Page 8	Eligibility Criteria	General	The OEM should be CMMI Level 5 certified. The certificate should be valid as on date of RFP Submission.	As per RFP there is no clause in order to parameterize the OEM's standard and quality. Partaining to the same we would suggest bank to consider the clause as mentioned.	Query is not admissible.
60.	page 108	66	The transaction data should have the capability to do neural analysis i.e. predict possible money laundering behavior in the future	Functional Requirement	Need more clarification	Based on the customer transaction pattern and history if any deviation observed, the proposed solution should be able to predict possible money laundering.
61.	Page 99	FUNCTIONAL REQUIREMENT	General	The Solution should come with access capabilities to consolidate enterprise wide data. The solution should come with Data Manipulation & Predictive Analytics Capability.	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.

62.				The Solution should support for detection of new unknown patterns of suspicious activity.	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
63.				The solution should be capable of performing impact analysis on rule changes (I.e. "whatif")	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
64.				The solution should have the ability to archive cases offline and restore case as needed.	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
65.				The application should have intelligence to clean list already cleared data in periodic scrubbing during the next scrubbing unless there is change in customer profile or	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to	Query is not admissible.

				watch list profile.(only for offline customer database scrubbing)	please include them as part of functional compliance, in order to have robust and strong solution.	
66.				When a user's name is entered in the Link Tracer, and the option for checking the adverse media entity lists databases is enabled, The proposed solution should scan for the customer's name among all the stored published lists system databases	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
67.				Capable of providing different reports regarding the deficiencies in KYC details/ documents which will be helpful in customer profile updation and also able to generate a letter in Bank's template format as per branch/region wise.	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
68.				The proposed solution should have a "learning" neural network	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.

69.				The proposed solution should be able to identify patterns not defined and produce a case/ rule.	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
70.				The application should analyze sequences of events (i.e. chaining). Also, it should look forwards and backwards	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
71.				The proposed solution should have an analytical framework unbundled (e.g. offer only link analysis and profiling capability, but not neural networks).	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
72.				The proposed solution should dynamically produce peer groups to use as the base for comparisons	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to	Query is not admissible.

					please include them as part of functional compliance, in order to have robust and strong solution.	
73.				Solution should provide an Incident Triage Queue to allow the user to review incoming items prior to creating or linking an incident to a case	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
74.				Structure discoveries,	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
75.				Various Statistical Analysis	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.

76.				Outliers Detection and Percentile reporting	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
77.				Relationship Discoveries	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
78.				Referential Integrity Analysis	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
79.				Redundant Data Analysis	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to	Query is not admissible.

					please include them as part of functional compliance, in order to have robust and strong solution.	
80.				Provision for STR trend analysis report.	As there are many major functionalities which have been missed out as part of general/standard AML Solution in the RFP. We would request bank to please include them as part of functional compliance, in order to have robust and strong solution.	Query is not admissible.
81.	9	6	The proposed Anti-Money Laundering (AML) software should be running for at least three years in any two organisations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Cooperative Banks) with more than 1000 offices/branches in India.	Clause 6 and Evidence Document required are contradicting each other.	<p>As per to eligibility clause no. 6 the documentary evidence to be provided is, "Documentary evidence with relevant copies of satisfactory completion certificate along with Purchase Order in the last three years (from RFP issue date) including names of clients with Phone and Fax numbers, E-Mail IDs etc."</p> <p>If the software should be running for last three years, then the PO cannot be in the last three years, as both are contradictory. Hence, we request Bank to change the documentary evidence requirement as below:</p>	<p>The Documentary requirement of the clause stand modified as :</p> <p>"Documentary evidence with relevant copies of satisfactory completion certificate along with Purchase Order of the AML solution including names of clients with Phone and Fax numbers, E-Mail IDs etc"</p>

					Documentary evidence with relevant copies of satisfactory completion certificate along with Purchase Order including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
82.	9	4	The bidder should be an OEM / OSD or their authorized representative in India. In case OEM / OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.	OSD and Bidder are same.	We are the Original Software Developer and we intend to participate directly in this RFP. However, there is no format provided by the Bank for this case and Annexure XIII is only for case where the bidder is not the OSD and OSD authorizing the bidder. Please clarify on what kind of letter/declaration needs to be provided in our case.	Self-Declaration on the letterhead of the company regarding Original Software Developer is to be submitted and is to properly mentioned in the INDEX of the bid submitted.
83.	9	5	The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more than 1000 offices/branches in	Relaxation in number of Branches	We request the Bank to modify the clause as The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with	Clause Stands modified as: " The bidder should have minimum one years of experience in Implementation of the proposed solution in any scheduled Commercial Bank/ Govt. Organization with more than 1000 offices/branches in India."

			India.		more than 250 offices/branches in India.	
84.	9	6	The proposed Anti-Money Laundering (AML) software should be running for at least three years in any two organisations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Cooperative Banks) with more than 1000 offices/branches in India.	Relaxation in number of branches and implementation duration	<p>We request the Bank to modify the clause as</p> <p>The proposed Anti-Money Laundering (AML) software should be running for at least two years in any two organisations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Cooperative Banks) with more than 250 offices/branches in India</p>	<p>Clause Stand Modified as :</p> <p>" The proposed Anti-Money Laundering (AML) software should be running for at least two years in any two organisations (Scheduled commercial bank/ Govt. Organization / Commercial Bank with more than 1000 offices/branches in India."</p>
85.	9	6	The proposed Anti-Money Laundering (AML) software should be running for at least three years in any two organisations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Cooperative Banks) with more than 1000 offices/branches in India.	Relaxation in number of branches and number of implementations	<p>We request the Bank to modify the clause as</p> <p>The proposed Anti-Money Laundering (AML) software should be running for atleast three years in any one organisations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Cooperative Banks) with more than 250 offices/branches in India</p>	Clause stands as per RFP.
86.	124	7.14	The application software offered by the bidder should have adequate redundancy, fault tolerance and Disaster	Is the hardware and database that is to be offered to UCO bank be a high availability active-active cluster?	We suggest that an active passive in DC with 2 servers and a similar set up in DR will reduce the overall cost dramatically.	Details already mentioned in RFP. Please refer Page 36, point-5 of the RFP.

			recovery arrangement. The solution should support more than one redundant server i.e. local clustering and remote replica (for DR).	This will increase the cost of the database and hardware to be provisioned.		
87.	120	4.3	It shall properly maintain and preserve account and alert information in a manner that allows data to be retrieved easily and quickly whenever required or when requested by the competent authorities. Further, it shall maintain for at least ten years from the date of transaction between the bank and the client, all necessary records of transactions, as required under PMLA 2002 which will permit reconstruction of individual transactions so as to provide, if necessary, evidence for prosecution of persons involved in criminal activity.	<p>We are assuming that the online disk storage can be sized for a one year sliding window with backups of monthly or quarterly data on tape to meet this requirement.</p> <p>Please clarify the amount of data to be stored online in a disk and what can be backed up on tape.</p>	<p>This is critical for sizing the storage.</p> <p>Also please specify if SAN storage in Raid 5 is required.</p>	<p>Details is already mentioned in RFP. Please refer RFP for clarification.</p>
88.	28	1	The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at	A. Broad Scope of Work	The Bidder supplies the required hardware and software of (OS/Application) with required licenses and deploy the Banks Data	Clause stands as per RFP.

			the Bank's Data center at Bangalore and Disaster Recovery(DR) at Kolkata, integrate the proposed solution with CBS (Finacle 7.0.25) and other ancillary banking applications as per Bank's requirement. When Bank upgrades to Finacle 10.X version, then the Bidder should provide redeployment of the Anti-Money Laundering solution during contract period, without any extra cost to the Bank.		center at Bangalore and Disaster Recovery (DR) at Kolkata, integrate with the proposed solution with CBS (Finacle 7.0.25) and as per the Finacle 10.X version the bidder is unaware of the requirements of the hardware and software needed to upgrade the Finacle.10.X version. The Bidder shall provide up-gradation provided that the cost of the extra hardware needed should be borne by the bank and the exhaustive list of hardware and software used till the up-gradation of Finacle 10.X shall be reimbursed accordingly.	
89.	29	10	Bidder has to submit the exhaustive list of all hardware items (servers, storage, tape library, etc.), software licenses and third party tools with their configurations and detailed solution architecture in the technical bid. Bidder has to submit a hardware sizing document duly explaining and detailing make, model, architecture, configuration and OS requirement for each of the systems required for	A. Broad Scope of Work	Right now at this phase of Finacle 7.0.25 we cannot decide what are the needed equipment. The necessary equipment can only be known to us when Finacle 10. X version is to be upgraded which is totally based on its demand and only then we can submit the exhaustive list.	Clause stands as per RFP.

			various layers.			
90.	49	a	(If the delay period is more than 3 days, it will be treated as one full week)	a.Delayed Installation	The delay period should be treated as 7 days only and not as 3 days in the first week.	Clause stands as per RFP.
91.	55	30	As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.	30. Exit Option And Contract Re-Negotiation	The Bank should consult with the Service Provider that is if the Bank wants to procure equipment from third parties for security and safety reasons	Clause stands as per RFP.
92.	65	51	Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order	Limitation Of Liability	need clarification	Please refer full RFP clause for clarification.
93.	9	Eligibility	3	The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more	Request elimination of this eligibility Criteria	Clause stands as per RFP.

				than 1000 offices/branches in India.		
94.	9	Eligibility	3	The proposed Anti-Money Laundering (AML) software should be running for at least three years in any two organisations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Cooperative Banks) with more than 1000 offices/branches in India.	Request elimination of this eligibility Criteria	Clause stands as per RFP.
95.	11	1	Invitation for Bids	The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.	The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.	Clause stands as per RFP.
96.	12	4	Earnest Money Deposit	The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:	The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months 30 days together with a claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:	Clause stands as per RFP.
97.	12	4	Earnest Money Deposit	The Earnest Money Deposit may be forfeited under the following circumstances: a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). b. If the bidder makes any statement or encloses any	The Earnest Money Deposit may be forfeited under the following circumstances: a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).	Clause stands as per RFP.

				<p>form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or</p> <p>c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.</p> <p>d. The bidder violates any of the provisions of the terms and conditions of this tender specification.</p> <p>e. In case of the successful bidder, if the bidder fails:</p> <p>§ To sign the contract in the form and manner to the satisfaction of UCO BANK</p> <p>§ To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).</p>	<p>b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or</p> <p>c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.</p> <p>d. The bidder violates any of the provisions of the terms and conditions of this tender specification.</p> <p>e. In case of the successful bidder, if the bidder fails:</p> <p>§ To sign the contract in the form and manner to the satisfaction of UCO BANK</p> <p>§ To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).</p>	
98.	13	5	Rejection Of The Bid	<p>e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.</p>	<p>e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.</p>	Clause stands as per RFP.

99.	14	7	Modification Withdrawal Of Bids	And c. The bidder/sub-contractor will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.	c. The bidder/sub-contractor will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.	Clause stands as per RFP.
100.	17	22	Period Of Bid Validity	Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will	Bids shall remain valid for 180 (One Hundred and Eighty) 30 (Thirty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 30 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted	Clause stands as per RFP.

				be returned after completion of the process.	to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.	
101.	18	23	No Commitment To Accept Lowest Or Any Bid	UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.	UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase before the award of contract. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.	Clause stands modified as : "UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase before the award of contract or even after that on mutual consent. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations."
102.	19	28	RFP Response Validity Period	RFPs response will remain valid and open for evaluation according to their terms for a period of at least 6 months from the time the RFP response submission process	RFPs response will remain valid and open for evaluation according to their terms for a period of at least 6 months 30 days from the time the RFP	Clause stands as per RFP.

				closes	response submission process closes	
103.	28	A	Broad Scope of Work:	1. The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery(DR) at Kolkata, integrate the proposed solution with CBS (Finacle 7.0.25) and other ancillary banking applications as per Bank's requirement. When Bank upgrades to Finacle 10.X version, then the Bidder should provide redeployment of the Anti-Money Laundering solution during contract period, without any extra cost to the Bank.	1. The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery(DR) at Kolkata, integrate the proposed solution with CBS (Finacle 7.0.25) and other ancillary banking applications as per Bank's requirement. When Bank upgrades to Finacle 10.X version, then the Bidder should provide redeployment of the Anti-Money Laundering solution during contract period, without any extra an additional cost to the Bank.	Clause stands as per RFP.
104.	42	9	Performance Guarantee Bank	The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 63 months (60+3 months claim period), indemnifying any loss to the Bank, as per the format of Annexure – V. The bank guarantee shall be provided	The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 63-60 months (60+3 months claim period) , indemnifying any loss to the Bank, as per the format of Annexure – V.	Clause stands as per RFP.

				to the bank either before or at the time of execution of the Service Level Agreement (SLA). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.	The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.	
105.	42	9	Performance Bank Guarantee	The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.	The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.	Clause stands as per RFP.
106.	42	9	Performance Bank Guarantee	Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.	Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.	Clause stands as per RFP.
107.	43	10	Taxes	The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever	The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines,	Clause stands as per RFP.

				name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.	penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time. Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	
108.	45	13	Price Validity	The selected bidder will be required to keep the price valid for a period of 01 year (12 months). There shall be no increase in price for any reason whatsoever during the period of 12 months during the price validity period of 12 months.		Clause stands as per RFP.
109.	45	14	Terms of Payment	For Hardware Ø No advance payment will be made. Ø 70 % of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc. and submission of invoice with proof of delivery, installation and successful commissioning. Ø 20% of Total cost of	<u>For Hardware</u> Ø No advance payment will be made. Ø 70 % 90% of Total cost of Implementation for Hardware with system software (OS) on delivery, installation and commissioning of Client Software, Communication equipments etc. and submission of invoice with proof of delivery, installation and successful commissioning.	Clause stands as per RFP.

				Implementation for Hardware and System Software after 3 months of live run. Ø 10% of Total cost of Implementation for Hardware and System Software after 6 months of live run.	Ø 20% 10% of Total cost of Implementation for Hardware and System Software after 3 months of post live run. Ø 10% of Total cost of Implementation for Hardware and System Software after 6 months of live run.	
110.	46	14	Terms of Payment	For Software/OS/DB Licenses After roll out of all the modules purchased: 70% cost After 6 Months of Go-live: 30% cost	<u>For Software/OS/DB Licenses</u> After roll out of all the modules purchased: 70% 90% cost After 6 Months of Go-live: 30% 10% cost	Clause stands as per RFP. Since Oracle DB license will be given by bank, therefore the header of the clause stands modified as " <u>For Software/ OS/ Middleware Licenses</u> "
111.	46	14	Terms of Payment	ATS on software item shall be paid in quarterly arrear basis.	ATS on software item shall be paid in quarterly arrear monthly in advance basis.	Clause stands as per RFP.
112.	46	14	Terms of Payment	FM Services Cost · Payment for FM services shall be paid in quarterly arrear basis.	<u>FM Services Cost</u> · Payment for FM services shall be paid in quarterly arrear monthly in advance basis.	Clause stands as per RFP.
113.	46	16	Cancellation Of Order & Realization Of Penalty/Compensation	The bank reserves the right to cancel the order placed on the selected bidder and realize penalty/compensation on the following circumstances: (i) The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.	The bank reserves the right to cancel the order placed on the selected bidder and realize penalty/compensation on the following circumstances: (i) The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase	Clause stands as per RFP.

			<p>(ii) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process</p> <p>(iii) The bidder goes into liquidation voluntarily or otherwise.</p> <p>(iv) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>(v) The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>(vi) If deductions on account of liquidated damages exceed more than 10% of the total order price.</p> <p>(vii) In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>(viii) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to</p>	<p>Order / SLA.</p> <p>(ii) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process</p> <p>(iii) The bidder goes into liquidation voluntarily or otherwise.</p> <p>(iv) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>(v) The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>(vi) If deductions on account of liquidated damages exceed more than 10% of the total order price</p> <p>(vii) In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>(viii) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the</p>	
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				<p>make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>(ix) UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>(x) Non-compliance of the scope of the job.</p> <p>(xi) Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</p> <p>(xii) On the events of data piracy / privacy / system failures / security failures.</p>	<p>right to get the balance order executed by another party of its choice by giving 30 days' written notice to cure the default for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser</p> <p>(ix) UCO Bank reserves the right to recover any dues payable by the bidder</p>	
114.	48	19	Penalty	<p>If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.</p>	<p>If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order, after giving a notice of 30 days to cure the default or to recover a suitable amount as deemed reasonable as</p>	Clause stands as per RFP.

					Penalty / Liquidated Damage for non-performance. However, the overall maximum penalty, if any that can be imposed on Bidder under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value. In case of termination, the Bank shall pay the Bidder for goods delivered and services rendered till the date of termination	
115.	48	19	Penalty	If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.	If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.	Clause stands as per RFP.
116.	49	19	Penalty	· Penalty for non-adherence to the schedule for installation and commissioning will attract a penalty of 0.25% of the Total Contract value per week after the period of 16 weeks. (If the delay period is more than 3 days, it will be treated as one full week).	· Penalty for non-adherence to the schedule for installation and commissioning will attract a penalty of 0.25% of the Total Contract value contract value pertaining to installation and commissioning per week after the period of 16 weeks. (If the delay period is more than 3 days, it will be treated as one full	Clause stands as per RFP.

					week).	
117.	49	19	Penalty	<p>c. Facility Management</p> <ul style="list-style-type: none"> · Facility Management resources should be compensated with similar resources for their non-availability. · In case of non-availability of any resource for any shift will attract a deduction in cost of all resources for 1 day. 	<p>c. Facility Management</p> <ul style="list-style-type: none"> · Facility Management resources should be compensated with similar resources for their non-availability. · In case of non-availability of any resource for any shift will attract a deduction in cost of all resources for 1 day. 	Clause stands as per RFP.
118.	49	19	Penalty	<p>d. Other</p> <ul style="list-style-type: none"> · A penalty of not maintaining desired Uptime for the implemented solution will attract penalty of 2% of the total ATS/AMC for the respective period. · Penalty for not upgrading Hardware size for proper functioning will be levied at rate of 1% of TCO per week till the problem is resolved. · Penalty for not handling of up to 5 crore transactions per day within 6-7 hours, scalable upto 10 crores transaction per day will attract penalty of 1% of TCO per week. Maximum penalty for non-conformance would be capped at the 10% of cost of the project if otherwise not mentioned. 	<p>d. Other</p> <ul style="list-style-type: none"> · A penalty of not maintaining desired Uptime for the implemented solution will attract penalty of 2% of the total ATS/AMC for the respective period. · Penalty for not upgrading Hardware size for proper functioning will be levied at rate of 1% 0.25% of TCO hardware upgradation value per week till the problem is resolved. · Penalty for not handling of up to 5 crore transactions per day within 6-7 hours, scalable upto 10 crores transaction per day will attract penalty of 1% of TCO per week. Maximum penalty for non-conformance would be 	Clause stands as per RFP.

					capped at the 10% of cost of the project 3% of Annualized Contract Value and will be capped to 3% of Monthly invoice value for a particular month, if otherwise not mentioned.	
119.	50	20	Service Support	A penalty of Rs. 5,000/- shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at the 10% of cost of the project.	A penalty of Rs. 5,000/- shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at the 10% of cost of the project under this RFP shall not exceed 3% of Annualized Contract Value and for a given month, penalty shall not exceed 3% of monthly invoice	Clause stands as per RFP.
120.	51	22	Contract Period	The tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed	The tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank either party by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period	Clause stands as per RFP.

				for such further period and on such terms and conditions as would be decided by the Bank.	of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank. In the event of termination by Bank, the Bidder shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	
121.	52	22	Contract Period	The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.	The performance of the selected bidder shall be reviewed every quarter and the Bank either party reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection. In the event of termination Bank shall pay Bidder for goods delivered	Clause stands as per RFP.

					and services rendered till the date of termination.	
122.	54	30	Exit Option And Contract Re-Negotiation	The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.	The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.	Clause stands as per RFP.
123.	56	31	Termination	UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: - a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. b) The selected bidder goes into liquidation, voluntarily or otherwise.	UCO BANK Either reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: - a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.	Clause stands as per RFP.

			<p>c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.</p> <p>d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.</p> <p>f) Deductions on account of liquidated damages exceed more than 10% of the total work order.</p> <p>g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>h) 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 another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make</p>	<p>b) The selected bidder goes into liquidation, voluntarily or otherwise.</p> <p>c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.</p> <p>d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.</p> <p>f) Deductions on account of liquidated damages exceed more than 10% of the total work order.</p> <p>g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder. Provided further that the Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by</p>	
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				<p>good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</p> <p>i) 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.</p>	<p>the Purchaser.</p> <p>h) 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 another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. Provided further that the Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</p> <p>i) 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this</p>	
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					contract. In the event of termination, the Bidder shall be paid for the goods delivered and services rendered till the date of termination	
124.	57	32	Termination Convenience	For	The Bank Either party, by written notice sent to the vendor , may terminate the Contract, in whole or in part, at any time for its convenience after a notice period of 60 90 days. The notice of termination shall specify that termination is for the Bank's either party's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. However, in the event of termination by Bank, the Bidder shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till	Clause stands as per RFP.

					the date of termination.	
125.	57	34	Termination For Default	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default of 30 days sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract. In the event of termination Bank shall pay Bidder for goods delivered and services rendered till the date of termination.	Clause stands as per RFP.
126.	58	25	Consequences Of Termination	Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.	Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.	
127.	61	41	Order Cancellation	i. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss	i. In case of cancellation of order, any payments advance made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to	Clause stands as per RFP.

				suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.	compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. Provided further that the Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser	
128.	62	41	Order Cancellation	k. 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.	k. 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 the event of termination, Bidder shall be paid for the goods delivered and services rendered till the date of termination. In this event, the selected bidder shall be bound to make good additional expenditure,	Clause stands as per RFP.

					which UCO Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled. Provided further that the Bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser.	
129.	62	41	Order Cancellation	I. 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.	I. 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 stands as per RFP.
130.	62	41	Order Cancellation	m. In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.	m. In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.	Clause stands as per RFP.
131.	65	51	Limitation Of Liability	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for	Clause stands as per RFP.

				<p>a. IP Infringement indemnity.</p> <p>b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p>	<p>a. IP Infringement indemnity.</p> <p>b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order. Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Wipro) that may arise out of or result from this Agreement. The aggregate liability of Wipro, under this Agreement, shall not</p>	
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					exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim	
132.	66	Annexure - I	Tender Offer Forwarding Letter	We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.	We agree to abide by the terms and conditions of this tender offer till 180 30 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 30 days.	Clause stands as per RFP.
133.			Variance in Minimum Wages	Clause not present in RFP	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support	Clause stands as per RFP.

					Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	
134.			SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost	Clause stands as per RFP.

					due to continuous site not readiness for 30 days, same will be borne by the customer	
135.			Pass Through Warranty	Clause not present in RFP	Since Wipro is acting as a reseller of completed products, Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	
136.			Arbitration	Clause not present in RFP	If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and	Clause stands as per RFP.

					Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	
137.			ERV	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	Clause stands as per RFP.
138.			Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Clause stands as per RFP.
139.			Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one	Clause stands as per RFP.

					year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	
140.			Tax	Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	Clause stands as per RFP.
141.			Saving Clause	Clause not present in RFP	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Clause stands as per RFP.
142.			Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event	Clause stands as per RFP.

					when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	
143.			Change Order	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	Clause stands as per RFP.
144.			Termination by Bidder	Clause not present in RFP	Successful Bidder may terminate the Agreement upon written notice to the Customer in the event that the Customer commits a material breach of the	Clause stands as per RFP.

					Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	
145.			Credit Period for Payment	Clause not present in RFP	All the payments to be made within 30 days of submission of invoice	Clause stands as per RFP.
146.			Reference documents	Clause not present in RFP	Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between the Customer and the successful bidder ("Contract") shall specify the document to be issued by the Customer for procuring the deliverables ("Procuring Document"). Such Procuring Document shall – (a) Be solely governed by the terms and conditions of the Contract (b) Make an express reference to the Contract It is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder.	Clause stands as per RFP.

147.	Page 8	Eligibility Criteria	General	The proposed AML solution should have been listed in ""Chartis RskTech 100" for 2019	As per RFP there is no clause to parameterize the quality of product which is being proposed by the bidder. Pertaining to the same we would suggest bank to consider "Chartis RskTech 100" 2019 clause as part of this RFP. Just like it has been mentioned in the EFRM Tender by UCO bank	Clause stands as per RFP.
148.	Page 8	Eligibility Criteria	General	The OEM should be CMMI Level 5 certified. The certificate should be valid as on date of RFP Submission.	As per RFP there is no clause in order to parameterize the OEM's standard and quality. Pertaining to the same we would suggest bank to consider the clause as mentioned.	Clause stands as per RFP.
149.	8	Part 1 - Eligibility Criteria 3.1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. No two entities joining (JVs) specific to this project will be considered.	Query regarding partnering with a company to bid for the tender.	We at Quantum Data Engines, an Indian tech company are the original software developers of the AML solution which we will be proposing to UCO Bank. Our query is, if we partner with a company, who will be the bidder that meets the evaluation criteria laid out in this tender, will the bank consider the bid?	Please refer Eligibility criteria of RFP for clarification.
150.	9	Part 1 - Eligibility Criteria 3.5	The bidder should have minimum one years of experience in Implementation of the	Query regarding bidder experience	Will the bank consider if the OEM meets the experience criteria?	Please refer Eligibility criteria of RFP for clarification.

			proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more than 1000 offices/branches in India.			
151.	35	40 C 3	Tool should update the sanction databases within 1-2 days of sanction declaration, with provision of details of source of such database for authentication	Functional Requirement/ Customer Screening of Sanction list/Negative List such as OFAC/ALQuaida etc.	Modules Online Does the Bidder have to provide the list or will there be integration with third party list provider. If the bidder has to be the list provider then the Bank has to advice the list name and provide subscription for these lists.	Clause stands as per RFP.
152.			General		Total No of Customers	Estimated Transaction count and Annual Growth is already mentioned in RFP. Please refer RFP for clarification.
153.			General		No of Active Customers	
154.			General		YOY Growth of customer base	
155.			General		Total No of Accounts	

156.			General		No of Active Accounts	
157.			General		YOY Growth of accounts	
158.			General		Approx. Number of List records to be screened against	Please refer RFP for Details.
159.	8	3.5	The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more than 1000 offices/branches in India.	Eligibility Criteria	Bidder would like to request bank to change the clause as "The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank."	Clause stands as per RFP.
160.		3.6	The proposed Anti-Money Laundering (AML) software should be running for at least three years in any two organizations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Cooperative Banks) with more than 1000 offices/branches in India.	Eligibility Criteria	Bidder would like to request bank to change the clause as "The proposed Anti-Money Laundering (AML) software should be running for at least three years in any two organizations (Public Sector Bank / Govt. Organization / Commercial Bank."	Clause stands as per RFP.

161.	Page: 9	Eligibility Criterion Pt. no. 2	The Bidder should have minimum annual turnover of Rs. 10 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).		Request you to kindly make it 1 crore for MSME units. This is also in line with CVC guidelines that the Turnover should be 30% of the expected order value	Please Refer MSME clause of the RFP.
162.	Page: 9	Eligibility Criterion Pt. no. 5	The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more than 1000 offices/branches in India.		Kindly include RRB's and State Cooperative Banks for the same with minimum branches being 100. Kindly remove the one-year period criterion. Undertaking can be provided that the solution is scalable to meet requirement of 1000 branches.	Clause stands as per RFP.
163.	Page: 9	Eligibility Criterion Pt. no. 5	The proposed Anti-Money Laundering (AML) software should be running for at least three years in any two organisations (Public Sector Bank / Govt. Organization / Commercial Bank excluding RRB and Co-operative Banks) with more than 1000 offices/branches in India.		Kindly include RRB's and State Cooperative Banks for the same with minimum branches being 100. Kindly remove the three-year period criterion. Undertaking can be provided that the solution is scalable to meet requirement of 1000 branches.	Clause stands as per RFP.
164.	General	General	-----	-----	You may add clause – OEM shall provide the Source Code of the Application under	Clause stands as per RFP.

					<p>ESCROW agreement with following rights:</p> <ul style="list-style-type: none"> • it can be used only to maintain the software whose fees has been paid to the Bidder • it cannot be duplicated in any form or sold or copied • it cannot be transferred to any third party • Bank is free to make modifications in the source code. However, all such modifications or changes shall also be handed over to the OEM. • The IPR rights on the software will remain with OEM 	
165.	32-35		Scope of Work	<p>The Solution (both hardware & software) must be capable enough to handle up to 5 crores transactions per day within 6-7 hours, which is scalable up to 10 crores transaction per day and should be scalable so as to handle transactions and generate alert as per the regulatory guidelines during the contract period of 5 years. The hardware should be sized considering a year on year growth of 20%.</p>	<p>Please clarify. What should be the baseline Transaction count 5 crores or 10 crores? I.e., 20% growth to be calculated on 5 Crores or 10 Crores?</p>	<p>Please refer RFP for further clarification.</p>

166.	Page 105	45	Scope of Work	The solution should interface/integrate with existing SFMS-SWIFT messages MT (543, 767, 195 ,710 ,203 ,202cov ,102,192,720,300,799,299,110,7 00,540,103,999,199,707,721,54 2,320,541,202,499,196,742,111, 410,400,701,760,450 or any other any other type introduced by SWIFT in future) as per requirement and Trade finance systems through IBM WebSphere MQ (latest version) and web service.	Please clarify. Does Payment messages information to be integrated in Batch or real time?	Real Time.
167.	99	Annexure – XIX	4	Truncated Requirements	4, 6, 109 these requirements in annexure are truncated or hidden.	Please find the clause as mentioned below. "4. The solution should allow multiple connections/sessions per user." "6. Able to provide resolution of Regulatory Requirements on Immediate basis. The bidder is responsible for generation of statutory reports in the format required by regulatory bodies." "109. Closure of alerts should be done in the system and report for the same is to be obtained as and when required. Users should be notified about the cases allotted to them which are pending to be

						investigated , if it crosses the time window from the date of generation and allotment."
168.	29	15	Scope of Work	7.18 The system should run in high availability or fault tolerant modes. The bidder is required to maintain the RTO and RPO as per the Bank's Business Continuity Policy. For this AML solution RTO will be 4 hours and will be RPO 2 hours.	Please advise whether the solution need high availability to what extent. In general AML Monitoring solution is deployed in batch mode as the customer information from multiple source / channel is aggregated to analyze the behavior.	Clause stands as per RFP.
169.				Additional Sizing parameters requested. This is only meant for hardware sizing which does not enforce any licensing terms	Number of customers Number of accounts Number of users / investigators for transaction monitoring Number of Concurrent Users Daily Transaction data load Size (in MB / GB)	Please refer RFP for details. Total number of concurrent users will be around 35.
170.	113	99		Due diligence information should invariably contain parameters like source of funds, business activity / occupation of customer , expected level of activity in the account, declared income by the customer etc. In addition, where the kyc information is missing, there should be facility to enrich the data.	Please clarify whether the bank is intending to update the missing CDD data using AML solution? According to major regulators across globe and as a best practice the end customer information from the golden source cannot be intervened using the downstream systems. Any remediation to the CDD information have to executed in the respective source system.	Once it is available in the source system, it may be incorporated in the proposed solution.

171.	9	Part 1 - Eligibility Criteria 3.5	The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more than 1000 offices/branches in India.	Query regarding bidder experience	Will the bank consider if the OEM meets the experience criteria?	Clause stands as per RFP.
172.	35	40 C 3	Tool should update the sanction databases within 1-2 days of sanction declaration, with provision of details of source of such database for authentication	Functional Modules Requirement/ Online Customer Screening of Sanction list/Negative List such as OFAC/ALQuaida etc.	Does the Bidder have to provide the list or will there be integration with third party list provider. If the bidder has to be the list provider then the Bank has to advice the list name and provide subscription for these lists.	Bidder has to arrange the same on its own. Bank will only advise list.
173.	Pg 9	Part - I 3. – Clause 5	Eligibility Criteria	The bidder should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more than 1000 Offices / branches in India.	Requesting bank to change this clause to “The <u>bidder /OEM</u> should have minimum one years of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative	Clause stands as per RFP.

					Banks) with more than 1000 Offices / branches in India".	
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CORRIGENDUM

Part-V, Point-20 (stands Modified)

20. Service Support

- a.** Any components, including the software deliverables / hardware equipment that are reported to be down on a given date should be repaired / replaced with identical or higher configuration within 24 hours at no extra cost to the Bank. The same should be made operational within 36 hours. The timeliness provided in this section pertains to replacement of redundant components. However the bidder has to maintain the required uptime.
- b.** The bidder should provide the support Facility Management Services as per the facility management clause in scope of work.
- c.** Unlimited number of support request raised by the Bank for the issues faced in the solution.
- d.** Response & Resolution time to be followed as per severity defined in the table below:

Incident Severity	Impact	Description	Typical Response time	Typical Resolution time
Critical	Critical	System Down - Unable to perform Business Operations	30 min	<ul style="list-style-type: none"> •During Business hours – 20 min •Non-Business Hours - Within 2 hours or earlier as per business hours if business hours begin
Key	Major	Major Disruption - Significant Impact on Business Operations	30 min	<ul style="list-style-type: none"> •During business hours - Within 40 minutes •Non business hours - Within 4 hours or earlier as per business hours if business hours begin
Significant	Minor	Minor Disruption - Low impact on Business Operations. If Customisations required.	30 min	<ul style="list-style-type: none"> •Major / Minor Customizations / Changes required - Time period decided by mutual agreement Response and resolution for other criteria. •During business hour – within 4 hours. Not supporting during non-business hours.

A penalty of Rs. **5,000/-** shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at the **10%** of cost of the project.