



**UCO BANK**

**Department of Information Technology**

**Request for Proposal (RFP) For Supply, Installation,  
Implementation, Post- Implementation Onsite Support of  
End-to-End Comprehensive & Integrated Global Treasury  
Management Solution (CIGTMS)**

**RFP Ref. No: UCO/DIT/774/2022-23 Date: 18/06/2022**

**Third Pre-Bid Responses/ Amendments/Addendums/ Corrigendum's**

# 1. CLARIFICATIONS:

No	RFP Page No	RFP Clause No	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Final Response
1	16	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 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 c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee. d. The bidder violates any of the provisions of the terms and conditions of this tender specification. e. In case of the successful bidder, if the bidder fails: To sign the contract in the form and manner to the satisfaction of UCO BANK. 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><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>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). <del>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</del> c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee. <del>d. The bidder violates any of the provisions of the terms and conditions of this tender specification.</del> e. In case of the successful bidder, if the bidder fails: To sign the contract <del>in the form and manner to the satisfaction of UCO BANK</del> <u>on mutually agreed terms and conditions.</u> To furnish Performance Bank Guarantee in the form and manner <del>to the satisfaction of UCO BANK</del> <u>as agreed by the parties</u> either at the time of or before the execution of Service Level Agreement (SLA).</p>	Please refer to corrigendum
2	19	18. Corrupt and Fraudulent Practices	The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p><del>The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</del></p>	This is under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time and this is one of compliance and regulatory guidelines issued by CVC vide circular no 06/05/21, ref no 015/VGL/091 dated 03.06.2021. Hence, no further change is admissible.

3	20	24. Acceptance of Terms	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP <b>subject to the deviations submitted along with the bid proposal.</b></p>	<p>It is clarified that according to Annexure - XI (Undertaking for No Deviation), bidder has to give the undertaking as below -</p> <p>"The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us."</p>
4	21	31. Submission of Offer - Three Bid System	<p>h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.</p> <p>i. Prices quoted by the Bidder shall be in India Rupees, firm and not subject to any price escalation if the order is placed within the price validity period.</p> <p>j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>h. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty <del>and other taxes</del> will not affect the Rupee value of the commercial bid over the price validity period.</p> <p>i. Prices quoted by the Bidder shall be in India Rupees, firm and not subject to any price escalation if the order is placed within the price validity period <b>subject to cost escalation provision agreed by the parties, increase in taxes, duties and Levies, increasing minimum wages, introduction of new taxes,</b></p> <p>j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.</p>	<p>It is clarified that invoices shall be generated in INR only at India location where GST or equivalent tax introduced in place of GST will become applicable and the same will be paid on actual basis by Bank. Bank will not be liable for any Other statutory taxes/duties/levies/minimum wages/ escalation of cost. Bidder needs to factor the same in the commercial BOM which shall be fixed for the entire contract period otherwise it will become difficult to calculate the TCO uniformly for all the bidders instead of selecting the bidder on the basis of provisional TCO.</p>

5	23-24	32. Adoption of Integrity Pact	Integrity Pact, in respect of a particular contract, shall be operative from the date When IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings with UCO Bank. IP shall cover all phases of contract i.e., from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure – XIV for strict compliance.	Integrity Pact, in respect of a particular contract, shall be operative from the date When IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders <del>and exclusion from future business dealings with UCO Bank.</del> IP shall cover all phases of contract i.e., from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure – XIV for strict compliance.	It is clarified that this is one of the compliance and regulatory guidelines issued by CVC vide circular no 06/05/21, ref no 015/VGL/091 dated 03.06.2021. Bank can't deviate the CVC guidelines.
6	117	2. Delivery and Installation	The selected bidder has to ensure the delivery, installation and implementation of the proposed solution to be completed within 18 months from the date of issuance of the Purchase Order as per the Phase Implementation Schedule mentioned in Clause No. 6 of the RFP. The delay period of site readiness will not be included in above-mentioned delivery and installation period.	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The selected bidder has to ensure the delivery, installation and implementation of the proposed solution to be completed within 18 months from the date of issuance of the Purchase Order as per the Phase Implementation Schedule mentioned in Clause No. 6 of the RFP. The delay period of site readiness will not be included in above-mentioned delivery and installation period.</p> <p><u>The Timeframe for Completion of Activities shall be extended if the Bidder is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</u></p> <ul style="list-style-type: none"> <li>--any occurrence of Force Majeure or unforeseen conditions</li> <li>---any changes in laws and regulations</li> <li>---any default or breach of the Contract by the Bank</li> </ul>	It is clarified that the bidder's concern has already been taken care under FORCE MAJURE clause 19, page 158 as below - "The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above."

7	117	3. Contract Period	<p>The selected bidder needs to execute a Service Level Agreement (SLA) with Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of five years (05) from the date of Issuance of Purchase order which can be extended further on mutual terms and conditions for the period as decided by the Bank. The performance of the selected bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection The draft format of SLAs will be provided after acceptance of Letter of Intent (LOI) by the successful bidder.</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The selected bidder needs to execute a Service Level Agreement (SLA) with Bank covering all terms and conditions of this RFP <b>which shall be mutually discussed and agreed by the Parties</b> . SLA will cover performance and availability of the solution deployed. The contract period will be for a period of five years (05) from the date of Issuance of Purchase order which can be extended further on mutual terms and conditions <b>with mutual consent</b> for the period as <del>decided by the Bank</del><b>agreed by the Parties</b>. The performance of the selected bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection</p> <p>The draft format of SLAs will be provided after acceptance of Letter of Intent (LOI) by the successful bidder.</p>	<p>Terms and conditions of the RFP cannot be further negotiated.</p> <p>Period of extension will be decided by Bank and the existing contract can be extended further on mutual terms and conditions.</p>
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8	117-118	4. Warranty/ AMC & ATS	<p>For Hardware: The Selected Bidder must provide Three years comprehensive on-site Warranty after completion of Implementation and acceptance sign off by the Bank. The Bidder has to provide AMC for all the hardware equipment supplied under this RFP for the remaining period of the contract after the expiry of warranty period. The Warranty of the Hardware will start from the Go-Live of the Phase 1.</p> <p>For Software: The Selected Bidder must provide 1 (One) year comprehensive on-site warranty after completion of Implementation (Go-Live Sign off). The Bidder has to provide ATS for all the Software supplied under this RFP for the remaining period of the contract. after the expiry of warranty period. The Warranty of the Software will start from the Go-Live of the Phase 1. The Onsite FM Service for the solution to be provided post implementation and Go-Live of Phase 1 for the remaining contract period i.e., Up to 5 years including implementation &amp; warranty period. The draft format of SLAs will be provided after the Letter of Intent (LOI) with the successful bidder</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>For Hardware: The Selected Bidder must provide Three years comprehensive on-site Warranty after completion of Implementation and acceptance sign off by the Bank. The Bidder has to provide AMC for all the hardware equipment supplied under this RFP for the remaining period of the contract after the expiry of warranty period. The Warranty of the Hardware will start from the Go-Live of the Phase 1.</p> <p><u>Exclusions and limitations to H/W Warranty</u></p> <p><u>Warranty exclusions:</u> This warranty excludes defects attributable to external factors beyond the Bidder's control, including power supply fluctuations, or the Purchaser's alterations, misuse or negligence.</p> <p><u>Limitations to Warranty:</u> a) If any of the Deliverables have been tampered with or altered by any unauthorised person from the Bank's side, either by way of retrofitting or otherwise, the warranty provided by the Bidder shall be rendered void to that extent. b) If the Bank uses any of the Deliverables in disregard to any operating instructions, the warranty shall be rendered void to that extent. c) Any abuse, negligent use or misuse of any of the Deliverables shall render the warranty void to that extent.</p> <p>For Software: The Selected Bidder must provide 1 (One) year comprehensive on-site warranty after completion of Implementation (Go-Live Sign off). The Bidder has to provide ATS for all the Software supplied under this RFP for the remaining period of the contract. after the expiry of warranty period. The Warranty of the Software will start from the Go-Live of the Phase 1. The Onsite FM Service for the solution to be provided post implementation and Go-Live of Phase 1 for the remaining contract period i.e., Up to 5 years including implementation &amp; warranty period. The draft format of SLAs will be provided after the Letter of</p>	<p>The hardware and software warranty is applicable as per the terms and conditions of the RFP. No separate terms and conditions shall be entertained.</p>
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				<p>Intent (LOI) with the successful bidder</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Bank. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Bank without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by Bank in connection with the preparation of the deliverable.</p> <p>In case of breach of this warranty, Bank's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the Bank if already paid by the Bank.</p> <p>Except as set forth in this agreement, bidder makes no warranties to bank, express or implied, with respect to any services or deliverables provided hereunder, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by the bidder.</p>	
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9	118-120	5. Payment Terms	<p>a. There will be no advance payments. There will be no interest on late payment.</p> <p>Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.</p> <p>Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within 30 working days from the date of receipt of the invoice, only in exceptional circumstances will Bank raise a dispute beyond 30 working days. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) working Days of the settlement of such disputes.</p> <p>Data Migration Audit, UAT through external party and benchmarking activity are applicable only for Phase 1 implementation. Bidder needs to quote the cost for the Phase 3 delivery in the bill of material however it the implementation of the same will be at the discretion of the Bank. The cost will be considered for the TCO Purpose. If bidder does not propose any cost for Phase 3 delivery then it will be assume that Bidder will be doing the Phase 3 delivery free of cost if required by the Bank in future during contract period.</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>a. There will be no advance payments. <del>There will be no interest on late payment.</del></p> <p>Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.</p> <p>All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p> <p>Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within 15 <del>30</del> working days from the date of receipt of the invoice. <del>, -only in exceptional circumstances will Bank raise a dispute beyond 30 working days.</del> Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) working Days of the settlement of such disputes.</p> <p>Data Migration Audit, UAT through external party and benchmarking activity are applicable only for Phase 1 implementation. Bidder needs to quote the cost for the Phase 3 delivery in the bill of material however it the implementation of the same will be at the discretion of the Bank. The cost will be considered for the TCO Purpose. If bidder does not propose any cost for Phase 3 delivery then it will be assume that Bidder will be doing the Phase 3</p>	<p>The proposed changes are not accepted at Bank's end and the same has been clarified during first and second prebid responses uploaded at Bank's website.</p>
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				delivery free of cost if required by the Bank in future during contract period.	
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10	143-153	7. Penalty & Uptime	<p>If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which maybe equal to the cost it incurs or the loss it suffers for such failures.</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 or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.</p> <p>Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers" negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.</p> <p>7.3: Uptime : 99..90%</p> <p>7.6 At Risk Amount The monthly At-Risk Amount ('ARA') shall be 10% of the estimated monthly pay out of the respective month. The overall cap for penalties as per SLA over the tenure of the contract will be 10% of the contract value. The overall cap for the liquidity damages (mentioned later under clause 8) over the tenure of the contract will be 10% of the contract value. Both of the above line items are separate from each other. Bank will have right to recover the penalty amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which maybe equal to the cost it incurs <del>or the loss it suffers for such failures.</del></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 or to recover an <del>as deemed reasonable</del> suitable amount as Penalty / Liquidated Damage for non-performance <del>as per the relevant clause.</del></p> <p><del>Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers" negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.</del></p> <p>7.3: Uptime : 99..90%</p> <p>The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Bank such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder' consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by Bank (Bidder may also request Bank for a shutdown for maintenance purpose, which request will not be denied</p>	Please refer to corrigendum
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				<p>unreasonably by Bank); (g) Time taken for booting the system (h) Time lost due to unavailability of links.</p> <p>7.6 At Risk Amount The monthly At-Risk Amount ('ARA') shall be 5<del>10</del>% of the estimated monthly pay out of the respective month. The overall cap for penalties as per SLA over the tenure of the contract will be 5 <del>10</del>% of the Support Services fees <del>contract value</del>. The overall cap for the liquidity damages (mentioned later under clause 8) over the tenure of the contract will be 5<del>10</del>% of the contract value. Both of the above line items are separate from each other. Bank will have right to recover the penalty amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee</p>	
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11	153	8. Liquidated Damages	<p>Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services will be charged for every month's delay in the specified delivery/services schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder for this RFP or from the performance Bank Guarantee submitted against this RFP. Liquidated damages will be calculated per Monthly basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services. Bank may invoke the Bank Guarantee for further delay in delivery &amp; migration.</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5<del>1</del>% (half One percent) of the price of undelivered portion/ not installed services will be charged for every month's delay in the specified delivery/services schedule subject to a maximum of 5<del>10</del>% of the <del>price of undelivered portion/ not installed services</del><del>total cost of ownership</del>. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder for this RFP or from the performance Bank Guarantee submitted against this RFP. Liquidated damages will be calculated per Monthly basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.<del>Bank may invoke the Bank Guarantee for further delay in delivery &amp; migration.</del></p> <p>The Bank shall not levy penalty/ liquidated damages , if the delay is for reasons attributable to the Bank and /or its other vendors.</p>	<p>The following terms has already been taken care in the RFP document under page no 143 as below - "Bank may impose penalty to the extent of damage to its any equipment if the damage was due to the actions directly attributable to the staff of the Bidder."</p>
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12	153-154	10. Performance Bank Guarantee	<p>The Vendor, within a period of fifteen (15) days from the date of Letter of Intent/Purchase Order, will have to furnish a Performance Bank Guarantee (Format as per Annexure – V of the RFP), issued by any scheduled commercial Bank (other than UCO Bank) equivalent to 3% of the Project Cost/Total Cost of Ownership (TCO) valid for a period of 63 months (60 months + claim period of 3 months) indemnifying any loss to the Bank.</p> <p>The Performance Bank Guarantee shall act as a security deposit and in case the Vendor is unable to commence the Project within the stipulated timeframe or the commencement of the Project is delayed inordinately beyond the acceptable levels, the Bank shall be entitled to invoke the Performance Bank Guarantee and forfeit the same, without notice or right of demur to the Vendor.</p> <p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Vendor is not able to fulfil any and all conditions specified in this Agreement or is unable to complete the Project within the stipulated timeframe and such breach remains uncured within such period as mentioned in the Order Cancellation (Termination) clauses. This is independent of the Bank's discretion to exercise the right of Liquidated Damages.</p> <p>The Vendor shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.</p> <p>In the event this Agreement/Contract is getting extended/renewed, the Vendor shall Have to extend the existing Performance Bank</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The Vendor, within a period of fifteen (15) days from the date of Letter of Intent/Purchase Order, will have to furnish a Performance Bank Guarantee (Format as per Annexure – V of the RFP), issued by any scheduled commercial Bank (other than UCO Bank) equivalent to 3% of the Project Cost/Total Cost of Ownership (TCO) valid for a period of 63 months (60 months + claim period of 3 months) indemnifying any loss to the Bank.</p> <p>The Performance Bank Guarantee shall act as a security deposit and in case the Vendor is unable to commence the Project within the stipulated timeframe or the commencement of the Project is delayed inordinately beyond the acceptable levels, the Bank shall be entitled to invoke the Performance Bank Guarantee and forfeit the same, <del>without</del> by notice to vendor or <del>without any</del> right of demur to the Vendor <b>provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</b></p> <p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Vendor is not able to fulfil any and all conditions specified in this Agreement or is unable to complete the Project within the stipulated timeframe and such breach remains uncured within such period as mentioned in the Order Cancellation (Termination) clauses. This is independent of the Bank's discretion to exercise the right of Liquidated Damages <b>provided the breach is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</b></p> <p>The Vendor shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period <b>provided the breach is for</b></p>	<p>The mentioned concern has already been taken care under FORCE MAJURE clause 19, page 158 as below -          "The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above."</p>
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			<p>Guarantee equivalent to 3% of the Project Cost/Total Cost of Ownership (TCO) for that period of the Agreement/Contract extended/renewed with three (3) months additional claim period.</p> <p>The Bank shall not pay any interest on the Performance Bank Guarantee.</p>	<p>the reasons which are solely and entirely attributable to the Bidder .</p> <p>In the event this Agreement/Contract is getting extended/renewed, the Vendor shall hHave to extend the existing Performance Bank Guarantee equivalent to 3% of the Project Cost/Total Cost of Ownership (TCO) for that period of the Agreement/Contract extended/renewed with three (3) months additional claim period.</p> <p>The Bank shall not pay any interest on the Performance Bank Guarantee.</p>	
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13	154	11.Price Validity	<p>The selected bidder will be required to keep the price valid for a period of 6 months from the date of technical bid opening. There shall be no increase in price for any reason whatsoever during the total contract period and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XIX during the price validity period of 6 months</p>	<p><b><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></b></p> <p>The selected bidder will be required to keep the price valid for a period of 6 months from the date of technical bid opening. <b>Subject to cost escalation provision agreed by the parties, increase in taxes, duties and Levies, increasing minimum wages, introduction of new taxes,</b> There shall be no increase in price for any reason whatsoever during the total contract period and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XIX during the price validity period of 6 months</p>	<p>It is clarified that invoices shall be generated in INR only at India location where GST or equivalent tax introduced in place of GST will become applicable and the same will be paid on actual basis by Bank. Bank will not be liable for any Other statutory taxes/duties/levies/minimum wages/ escalation of cost. Bidder needs to factor the same in the commercial BOM which shall be fixed for the entire contract period otherwise it will become difficult to calculate the TCO uniformly for all the bidders instead of selecting the bidder on the basis of provisional TCO.</p>
14	154	13.Right to Alter Quantities	<p>The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The Bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the selected bidder(s)</p>	<p><b><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></b></p> <p><del>The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The Bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the selected bidder(s)</del></p>	<p>Bank has already revised the percentage of Right to Alter Quantities in the first prebid responses. No further modification is admissible.</p>

15	162	25. Technological Advancements	The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time	Please clarify the scope and coverage of activities under technological advancements and expectations from the vendor including the commercial impact, which should be mutually agreed upon.	The scope mentioned here is to keep the Bank's future interest save in terms if in future there will be need to enhance the application due to change in the eco system of the Banking or if any new features need to be introduced in the system.
16	157-158	19. Force Majeure	<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance,</p> <p>such as: • Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemics, • Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, • Terrorist attacks, public unrest in work area,</p> <p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.</p>	<p><b><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></b></p> <p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance,</p> <p>such as:</p> <ul style="list-style-type: none"> <li>• Natural phenomenon, including but not limited to floods, fire, droughts, earthquakes, epidemics/pandemics,</li> <li>• Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,</li> <li>• Terrorist attacks, public unrest in work area,</li> </ul> <p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. <b>In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.</b></p> <p><b>If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.</b></p>	Bank do not perceive that the Project is of such nature which can be put on hold during the force majeure duration, so there is no need for termination on this ground.



17	159-161	22.Indemnity	<p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/774/2022-23 dated 18.06.2022, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, subcontractors in performance of the obligations enumerated under the said Request for Proposal.</p> <p>We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, Bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:</p> <p>a. infringement of any intellectual property right, patents, trademarks, copyrights etc.,</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p><del>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/774/2022-23 dated 18.06.2022, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, subcontractors in performance of the obligations enumerated under the said Request for Proposal.</del></p> <p>We the Bidder <del>further irrevocably and unconditionally</del> agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, Bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:</p> <p>a. infringement of <del>any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of</del> any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for <del>malfunctioning of the equipment, software or</del> deliverables or usage of any license, or such other</p>	Please refer to corrigendum
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		<p>including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within 90 days of the claim and/ or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.</p> <p>Exclusion: Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from:</p> <p>(i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release; (v) Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to</p>	<p>statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within 30 90-days of the claim and/ or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, <del>however, if Bank, deem fit and proper may take control of the defense</del> (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.</p> <p>Exclusion: Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from:</p> <p>(i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release; (v) Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers; <del>(x) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same); (xi)</del></p>	
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		<p>Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>d) non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>e) Gross Negligence or willful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk</p> <p>We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).</p> <p>Further, Vendor's aggregate liability under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise), shall be at actual and limited to the Total Contract Value.</p> <p>Service Provider will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.</p> <p>Provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of the claim made by Regulatory Authorities and for reasons attributable to breach of services provided/obligation under this document and by the bidder/service provider.</p>	<p>the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk</p> <p>We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).</p> <p>Further, Vendor's aggregate liability under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise), shall <b>not exceed the amount paid to Bidder by Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose)-be at actual and limited to the Total Contract Value.</b></p> <p>Service Provider will not be liable for any loss of profits, revenue, contracts or anticipated savings, <b>loss of goodwill, loss of data</b> or and consequential, <b>incidental, punitive, special, exemplary</b> or indirect loss or damages, however caused.</p> <p><b><del>Provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of the claim made by Regulatory Authorities and for reasons attributable to breach of services provided/obligation under this document and by the bidder/service provider.</del></b></p> <p>Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.</p> <p>We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.</p> <p><b>The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times</b></p>	
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			<p>Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.</p> <p>We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.</p>	<p>indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p>	
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18	162-163	27.Exit Option and Contract Re-Negotiation	<p>The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:</p> <p>a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;</p> <p>b) Delay in offering, as required under the Project;</p> <p>c) Delay in commissioning the Project beyond the specified period;</p> <p>d) Delay in completion of the commissioning /implementation and acceptance tests/ checks beyond the specified periods;</p> <p>Bank will notify the selected bidder/Vendor with Ninety (90) days' notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid. In the event of termination, the bidder will be paid as per the terms and conditions of the RFP and for the milestones achieved and sign off by the Bank.</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:</p> <p>a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;</p> <p>b) <del>Substantial Delay</del> in offering, as required under the Project <del>provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure;</del></p> <p>c) <del>Substantial Delay</del> in commissioning the Project beyond the specified period <del>provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure;</del></p> <p>d) <del>Substantial Delay</del> in completion of the commissioning /implementation and acceptance tests/ checks beyond the specified periods <del>provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure;</del></p> <p>Bank will notify the selected bidder/Vendor with Ninety (90) days' notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance</p>	<p>The same has been modified in the corrigendum published at Bank's website on 11.08.2022 as hereunder -</p> <p>b) Delay in offering on part of the vendor, as required under the Project;</p> <p>c) Delay on part of the vendor in commissioning the Project beyond the specified period;</p> <p>d) Delay on part of the vendor in completion of the commissioning /implementation and acceptance tests/ checks beyond the specified periods;</p>
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			<p>reverse transition. The bidder will be paid as per the terms and conditions of the RFP and for the milestones achieved and sign off by the Bank.</p> <p>However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain as to whether such Reverse Transition Plan has been complied with or not, but the payment for such reverse transition would be determined on pro-rata basis or on mutual consent of the Parties.</p>	<p><del>within the contract period, all the terms &amp; conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition. The bidder will be paid as per the terms and conditions of the RFP and for the milestones achieved and sign off by the Bank.</del></p> <p><del>However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain as to whether such Reverse Transition Plan has been complied with or not, but the payment for such reverse transition would be determined on pro-rata basis or on mutual consent of the Parties.</del></p> <p>In Case of exit, all the Product IP will be removed from the customer/ Bank and Bidder will provide the necessary support for the generation of extract in specified format to the new application identified by Bank based on mutually agreed terms and conditions with relevant commercials</p>	
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19	163	28. Termination for Insolvency	<p>The Bank may at any time terminate the Contract by giving written notice (90 days" notice period) to the Bidder, if the Bidder becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. In the event of termination, the bidder will be paid as per the terms and conditions of the RFP and for the milestones achieved and sign off by the Bank</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p><del>The Bank</del> Either Party may at any time terminate the Contract by giving written notice (90 days" notice period) to the <del>Bidder</del> other Party, if the other Party <del>Bidder</del> becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the <del>Bank</del> terminating party. In the event of termination, the bidder will be paid as per the terms and conditions of the RFP and for the milestones achieved and sign off by the Bank</p>	<p>It is suggested that this situation will never occur for any public sector undertaking organisation. No changes in RFP Clause required.</p>
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20	163-164	29. Termination for Default	<p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.</p> <p>In case of Termination for Default, Bank will provide notice period of Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Vendor fails to cure within Thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause mentioned under the RFP/Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid. In the event of termination, the bidder will be paid as per the terms and conditions of the RFP and for the milestones achieved and sign off by the Bank.</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any <b>material</b> obligation(s) under the Contract.</p> <p>In case of Termination for Default, Bank will provide notice period of Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Vendor fails to cure within Thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause mentioned under the RFP/Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid. In the event of termination, the bidder will be paid as per the terms and conditions of the RFP and for the milestones achieved and sign off by the Bank.</p> <p><b>Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 30 days provided for curing such breach.</b></p> <p><b>In the event of termination, the bidder will be paid as per the terms and conditions of the RFP and for the milestones achieved and sign off by the Bank.</b></p>	<p>The revised clause published at Bank's website on 11.08.2022 as a part of its first Prebid responses as hereunder where no further changes are admissible - The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract which may lead to a material breach.</p>
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21	164	30. Termination for Convenience	<p>The Bank, by written notice for a maximum period of ninety (90) days, sent to the vendor, may terminate the Contract/SLA, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank 's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Bank will pay the bidder till termination date for all the milestone achieved as per the terms and conditions of the RFP.</p>	<p><b><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></b></p> <p>The Bank, by written notice for a maximum period of ninety (90) days, sent to the vendor, may terminate the Contract/SLA, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank 's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Bank will pay the bidder till termination date for all the milestone achieved as per the terms and conditions of the RFP.</p> <p><i>In such case, Bank shall also pay the following amounts to the Bidder:</i></p> <p><i>a) The cost of satisfying all other obligations, commitments and claims that the Bidder may in good faith have undertaken with third parties in connection with the contract.</i></p> <p><i>b) The cost of all the material, hardware, equipments, and manpower etc, purchased and/or employed by the Bidder for performing its obligations under the Contract.</i></p> <p><i>c) The cost of removing all Bidder 's Equipment from the site, repatriate the Bidder's and its Subcontractors" personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind.</i></p> <p><i>d) The cost of meeting any other obligations towards the Bank due to such termination.</i></p>	<p>The proposed insertions intend to deter and penalize Bank for exercising this option. The same is not accepted. So Clause stands as per RFP.</p>
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22	164	31. Consequences of Termination	<p>In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.</p> <p>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.</p> <p>The termination hereof shall not affect any accrued right or liability of either Party nor</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), <del>UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which</del> the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.</p> <p>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee <del>and other guarantees,</del> securities furnished, <del>enforce the Deed of Indemnity</del> and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.  <u>This right is available to UCO Bank only in case of termination of the Contract due to default of the Bidder.</u></p> <p>The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.</p>	<p>It is clarified that (i) Right of Bank to impose obligations cannot be curtailed as proposed. (ii) Right to enforce the Performance Guarantee should be unfettered and cannot be limited to certain situations.</p> <p>The revised clause published at Bank's website on 11.08.2022. Further, please refer to the RFP document and corrigendum published at Bank's website on 11.08.2022 &amp; 25.08.2022.</p>
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			<p>affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.</p>		
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23	157/ 165-166	18/35.Compliance with Applicable Laws of India	<p>The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.</p> <p>All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.</p> <p>This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED), also please provide details on CVC/RBI Guidelines and expectation from the Bidder.</u></p> <p>The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract <del>and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.</del></p> <p>All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines .</p> <p><del>This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</del></p> <p>The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them,</p>	Please refer to corrigendum
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24	167	38. Limitation of Liability	<p>i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. The selected Bidder/Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of the loss caused to the Bank.</p> <p>iii. The limitations set forth in point no. (i) shall not apply with respect to: a. claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership. b. damages occasioned by the gross negligence or willful misconduct of selected Bidder/Vendor. c. damages occasioned by the gross negligence or willful misconduct of selected Bidder/Vendor for breach of confidentiality obligations. d. Regulatory or statutory penalty imposed by the Government or any Regulatory agency or noncompliance of statutory or regulatory guidelines applicable to the Project.</p> <p>iv. The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts, or anticipated savings or and consequential or indirect loss or damages however caused.</p> <p>"Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons,</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the <u>amount paid to Bidder by Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose)</u>. <del>total project cost/contract value.</del></p> <p>ii. The selected Bidder/Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information <del>to the extent of the loss caused to the Bank.</del></p> <p>iii. The limitations set forth in point no. (i) shall not apply with respect to: a. claims that are the subject of indemnification pursuant to violation of <u>third party</u> Intellectual Property Rights and Ownership. b. damages occasioned by the <del>gross negligence or</del> willful misconduct of selected Bidder/Vendor. c. damages occasioned by the <del>gross negligence or</del> willful misconduct of selected Bidder/Vendor for breach of confidentiality obligations. <del>d. Regulatory or statutory penalty imposed by the Government or any Regulatory agency or noncompliance of statutory or regulatory guidelines applicable to the Project.</del></p> <p>iv. The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts, or anticipated savings or <u>loss of goodwill, loss of data</u> and consequential, <u>incidental, punitive, special, exemplary</u> or indirect loss or damages however caused.</p> <p><del>"Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or</del></p>	Please refer to corrigendum
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		<p>property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence</p> <p>“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p>	<p><del>both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence</del></p> <p>“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith</p> <p>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties</p>
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25	169	42.Source Code	<p>The source code /object code / executable code (for the purpose of this RFP maybe called as implementation code) and compilation procedures of the models/solutions and reporting solutions that the Vendor creates/uses as part of the implementation for the purpose of this project should be provided to the Bank after successful UAT and escrow arrangement should be put in place as per the escrow clause mentioned in the RFP. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Escrow arrangement of application software source code and for the modification done for the Bank should be provided. The Bank will pay 100% of the Escrow cost mentioned in bill of material directly to the Escrow vendor as per the payment terms.</p> <p>Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.</p> <ul style="list-style-type: none"> <li>• All the customization/ development carried out by the vendor will be the property of the Bank.</li> </ul>	<p><u>Source Code may be kept with a third party escrow agent based on mutually agreed between bidder and Bank. The Bank will pay 100% of the Escrow cost mentioned in bill of material directly to the Escrow vendor as per the payment terms.</u></p> <p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The source code /object code / executable code (for the purpose of this RFP maybe called as implementation code) and compilation procedures of the models/solutions and reporting solutions that the Vendor creates/uses as part of the implementation for the purpose of this project should be provided to the Bank after successful UAT and escrow arrangement should be put in place as per the escrow clause mentioned in the RFP. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Escrow arrangement of application software source code and for the modification done for the Bank should be provided. The Bank will pay 100% of the Escrow cost mentioned in bill of material directly to the Escrow vendor as per the payment terms.</p> <p>Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.</p> <ul style="list-style-type: none"> <li>• All the <del>customization/</del> development carried out by the vendor <u>as bespoke development specifically for the Bank</u> will be the property of the Bank.</li> </ul> <p><u>Bidder 's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools. If Supplier and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall</u></p>	<p>The revised clause published at Bank's website on 11.08.2022. Further, please refer to the RFP document and corrigendum published at Bank's website on 11.08.2022 &amp; 25.08.2022.</p>
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				<p>not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Supplier Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Supplier hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Supplier in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.</p>	
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				Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Supplier shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Supplier (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party	
26	169-170	43.Services	<ul style="list-style-type: none"> <li>• Bidder has to support older versions of the software / OS/ Tools / Middleware etc in case the Bank chooses not to upgrade to latest version.</li> </ul> <p>All products updates, upgrades &amp; patches should be provided by the Bidder/Vendor free of cost during support period.</p>	<p><b><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></b></p> <p><del>• Bidder has to support older versions of the software / OS/ Tools / Middleware etc in case the Bank chooses not to upgrade to latest version.</del></p> <p><del>All products updates, upgrades &amp; patches should be provided by the Bidder/Vendor free of cost during support period.</del></p>	Clause stands as per RFP
27	171-172	45.Non-disclosure	d. That if the bidder hires another person to assist it in the performance of its obligations under the Contract or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.	<p><b><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></b></p> <p>d. That if the bidder hires another person to assist it in the performance of its obligations under the Contract or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid <b>for 3 years</b> even after the termination or expiry of this agreement.</p>	The revised clause published at Bank's website on 11.08.2022. Further, please refer to the RFP document and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.

28	170-171	44.Blacklisting	<p>(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:</p> <p>i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non-meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;</p> <p>iv) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder hadbeen adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;</p> <p>v) refusal or failure to furnish the required performance security within the prescribed time frame;</p> <p>vi) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at leastthree (3) times within a year, except for valid reasons;</p> <p>viii) failure by the Bidder/Vendor to fully and faithfully comply with its contractualobligations</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:</p> <p>i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading <del>or non-meritorious</del> or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;</p> <p><del>iv) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder hadbeen adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;</del></p> <p><del>v) refusal or failure to furnish the required performance security within the prescribed time frame;</del></p> <p><del>vi) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at leastthree (3) times within a year, except for valid reasons;</del></p> <p><del>viii) failure by the Bidder/Vendor to fully and faithfully comply with its contractualobligations without valid cause, or failure to comply with any written lawfulinstruction of the Bank or its representative(s) pursuant to the implementationof the Contract, which may include but not</del></p>	<p>The revised clause published at Bank's website on 11.08.2022. Further, please refer to the RFP document and corrigendum published at Bank's website on 11.08.2022 &amp; 25.08.2022.</p>
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			<p>without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following: a. Employment of competent technical personal, competent engineers and/or work supervisors. b. Deployment of committed equipment, facilities, support staff and manpower; and c. assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank.</p> <p>(C) Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.</p> <p>(D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor.</p>	<p><del>limited to the following: a. Employment of competent technical personal, competent engineers and/or work supervisors. b. Deployment of committed equipment, facilities, support staff and manpower; and c. assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank.</del></p> <p>(C) Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.</p> <p>(D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor.</p>	
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29	172-173	48.Audit	<p>The Vendor shall be subject to annual audit by internal/external Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ Software) and services etc., provided to the Bank and the Vendor is required to submit such certification by such Auditors to the Bank.</p> <p>The Vendor and or its /their outsourced agents/sub – contractors (if allowed by the Bank)- shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Vendor.</p> <p>The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Vendor. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 2 days (two days) to the Vendor before such audit and the same shall be conducted during the normal business hours.</p> <p>Where any deficiency has been observed during the audit of the Vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the Auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The Vendor shall be subject to annual audit by internal/external Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ Software) and services etc., provided to the Bank and the Vendor is required to submit such certification by such Auditors to the Bank.</p> <p>The Vendor and or its /their outsourced agents/sub – contractors (if allowed by the Bank)- shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Vendor.</p> <p>The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank Vendor. <del>Except for the audit done by Reserve Bank of India or any statutory/regulatory authority,</del> tThe Bank shall provide reasonable notice not less than 7 2 days (seven two days) to the Vendor before such audit and the same shall be conducted during the normal business hours.</p> <p>Where any deficiency has been observed during the audit of the Vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the Auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.</p> <p>The Vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data</p>	<p>Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 &amp; 25.08.2022.</p>
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			<p>deficiencies have been observed.</p> <p>The Vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Vendor. However, the Vendor shall not be obligated to provide records/data not related to the services provided under the said Agreement/Contract (e.g., internal cost breakup etc.).</p>	<p>to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on <del>financial</del> <del>and</del> security review with their findings undertaken by the Vendor. However, the Vendor shall not be obligated to provide records/data not related to the services provided under the said Agreement/Contract (e.g., internal cost breakup etc.).</p> <p>The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The auditor appointed by the bank should not be the competitor of the bidder. the auditor shall also sign the confidentiality undertaking before conducting such audit.</p>	
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30	173	50.Non-Assignment	The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Vendor's affiliate without the prior written consent of the Bank.	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Vendor's affiliate without the prior written consent of the Bank <del>which consent shall not be unreasonably we did by the Bank.</del> Bank's consent is not necessary in case of assignment through merger , amalgamation etc.</p>	The revised clause published at Bank's website on 11.08.2022. Further, please refer to the RFP document and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
31	174-175	Annexure I - Tender Offer Forwarding Letter	We agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of 180 days.	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>Subject to the deviations submitted along with the bid proposal, <del>We</del>we agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of 180 days.</p>	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
32	179-180	Annexure IV - Format of Bank Guarantee (EMD)	<p>The EMD for which this guarantee is given is liable to be enforced/ invoked: If the Vendor withdraws his proposal during the period of the proposal validity; Or If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.</p> <p>We undertake to pay immediately, on demand to UCO Bank, the said amount of Rupees _____ without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>The EMD for which this guarantee is given is liable to be enforced/ invoked: If the Vendor withdraws his proposal during the period of the proposal validity; Or If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with <del>the Terms and Conditions of the RFP or</del> the terms and conditions mutually agreed subsequently.</p> <p>We undertake to pay immediately, on demand to UCO Bank, the said amount of Rupees _____ without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above <del>and also in the RFP document</del> and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor</p>	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.

33	184-185	Annexure VI - Undertaking For Non-Blacklisting / Non-Debarment Of The Bidder	<p>3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid</p> <p>4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.</p> <p>6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction</p> <p>7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.</p>	<p><u>Kindly confirm the concern with regards to legal actions pending against the company. Take clarification Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>3) Subject to the deviations submitted along with the bid proposal, I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid</p> <p>4) * to the best of our knowledge and as per the records available, I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.</p> <p><del>6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction</del></p> <p>7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.</p>	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
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34	186	Annexure VII - Undertaking to abide by all by-laws / rules / regulations	<p>In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition &amp; Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata700001 (hereinafter referred to as “Bank” which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.</p> <p>We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref. No: UCO/DIT/774/2022-23 Date: 18/06/2022 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms &amp; conditions and Scope of Work stipulated in the annexures of the said RFP.</p> <p>We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force</p>	<p><b><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></b></p> <p>In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition &amp; Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata700001 (hereinafter referred to as “Bank” which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc <b>as applicable on the bidder.</b></p> <p>. <b>Subject to the deviations submitted along with the bid proposal, W</b>we hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref. No: UCO/DIT/774/2022-23 Date: 18/06/2022 including all annexure, addendum, corrigendum and amendments, if any. <b>Subject to the deviations submitted along with the bid proposal , W</b>we certify that the services offered shall be in conformity with the terms &amp; conditions and Scope of Work stipulated in the annexures of the said RFP.</p> <p><del>We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force</del></p>	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
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35	187	Annexure VIII – Central Minimum Wages Act & Labour Laws	<p>In this regard we confirm that the employees engaged by our Company to carryout the services in your Bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government’s rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.</p> <p>We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>In this regard we confirm that the employees engaged by our Company to carryout the services in your Bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government’s rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. <b>The Bank will make suitable adjustment in the contract price in case of increase in minimum wages.</b>  <del>We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.</del></p> <p><del>We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.</del></p>	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
36	189	Annexure X – Undertaking for Price Validity & Acceptance of all terms & conditions of RFP	<p>We understand that Bank is not bound to accept the lowest or any bid received, and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.</p> <p>If our bid is accepted, we are responsible for the due performance as per the scope of work and terms &amp; conditions as per mentioned in RFP.</p> <p>We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>We understand that Bank is not bound to accept the lowest or any bid received, and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.</p> <p>If our bid is accepted, we are responsible for the due performance as per the scope of work and terms &amp; conditions as per mentioned in RFP <b>subject to the deviations submitted along with the bid proposal.</b></p> <p>We have gone through all the conditions of bid and are liable <del>to any punitive action</del> <b>for disqualification</b> for furnishing false information / documents</p>	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.

37	190	Annexure XI - Undertaking for No Deviation	<p>We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.</p> <p>We undertake to execute Deed of Indemnity, Non-disclosure Agreement &amp; provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank <b>subject to the deviations submitted along with the bid proposal</b>. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.</p> <p>We undertake to execute <del>Deed of Indemnity</del>, Non-disclosure Agreement &amp; provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.</p>	<p>Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 &amp; 25.08.2022.</p>
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38	193-200	Annexure XIV - Pre-Contract Integrity Pact	<p>5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s)/sub-contractor(s).</p> <p>5.4 Agents / Agency Commission The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller</p>	<p><u>Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></p> <p>5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s)/sub-contractor(s).</p> <p>5.4 Agents / Agency Commission The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. <del>The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years.</del> The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event</p>	<p>This is under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time and this is one of compliance and regulatory guidelines issued by CVC vide circular no 06/05/21, ref no 015/VGL/091 dated 03.06.2021. Hence, no further change is admissible.</p>
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		<p>will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.</p> <p>8. Sanctions for Violation 8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below: (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts. (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years. (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course. (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder</p>	<p>be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder <del>along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.</del></p> <p>8. Sanctions for Violation 8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below: (i) To disqualify the Bidder /Seller with the tender process <del>and exclusion from future contracts.</del> (ii) <del>To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.</del> (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course. (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services</p>	
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			/Seller to the extent of the undelivered Stores and / or Services		
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39	201-207	Annexure XV - Non-Disclosure Agreement	<p>UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition &amp; Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as “the Bank” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the FIRST PART/ DISCLOSING PARTY AND .....(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the SECOND PART/ RECEIVING PARTY</p> <p>WHEREAS the Vendor/Receiving Party is inter alia engaged for Supply, Installation, Implementation, Post-Implementation Onsite Support of End-to-End Comprehensive &amp; Integrated Global Treasury Management Solution (CIGTMS) (Re-tendering) as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/774/2022-23 Date: 18/06/2022. The Vendor/Receiving Party would be the single point of contact for this project.</p> <p>WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and</p> <p>1. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party’s confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose</p>	<p><b><u>The Non Disclosure agreement should be mutually agreed upon. Please revise the RFP Clause as mentioned below (addition in blue and deletion in RED)</u></b></p> <p>UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition &amp; Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as “the Bank” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the FIRST PART/ <del>DISCLOSING PARTY</del> AND .....(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the SECOND PART/ <del>RECEIVING PARTY</del></p> <p>WHEREAS the Vendor/<del>Receiving Party</del> is inter alia engaged for Supply, Installation, Implementation, Post-Implementation Onsite Support of End-to-End Comprehensive &amp; Integrated Global Treasury Management Solution (CIGTMS) (Re-tendering) as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/774/2022-23 Date: 18/06/2022. The Vendor/<del>Receiving Party</del> would be the single point of contact for this project.</p> <p>WHEREAS Bank/<del>Disclosing Party</del> is inter alia engaged in the business of Banking; and</p> <p>1. Use of Confidential Information. The <del>Vendor</del>/Receiving Party agrees not to use the <del>Bank</del>/Disclosing Party’s confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.</p>	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
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		<p>such information or pursuant to subsequent agreement between the Parties hereto.</p> <p>2. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “Receiving Party”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain2. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “Receiving Party”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever),...</p> <p>3. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that: (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.</p> <p>4. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the</p>	<p>2. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “Receiving Party”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain2. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “Receiving Party”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this <del>Agreement (except for personal customer data which shall remain confidential forever),...</del></p> <p>3. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that: (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party <a href="#">in order to enable the Disclosing Party</a> and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.</p> <p>4. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information. <a href="#">The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.</a></p> <p>8. Arbitration and Equitable Relief</p>	
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			<p>return of such Confidential Information</p> <p>8. Arbitration and Equitable Relief</p> <p>(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.</p> <p>9. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).</p>	<p><del>(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.</del></p> <p>9. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement <del>(except for personal customer data which shall remain confidential forever)</del></p>	
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40	145	7. Penalty & Uptime	<p>Severity 1 (Unavailability of any of the services (software/interfaces of all in-scope items) affecting all users) - Response Time : 5 Mins &amp; Resolution Time : 20 Min during business hours</p> <p>Severity 2 (Unavailability of any of the services such as software and interface affecting any group of users from forex/money market/Equity/bonds – Front Office / Back Office) - Response Time : 5 Mins &amp; Resolution Time : 30 Min during business hours</p> <p>Severity 3 (Unavailability of any of the services such as software and interface affecting any particular user from forex/money market/Equity/bonds – Front Office / Back Office - Response Time : 5 Mins &amp; Resolution Time : 2 hours during business hours</p>	<p>Please Revise the SLA clause as follows:</p> <p>Severity 1 - Critical - Response Time 3 hours, Deliver Workaround - 24 Hours, Deliver Fix - End of Next Business Day</p> <p>Severity 2 - High - Response Time 6 hours, Deliver Workaround - 2 business days, Deliver Fix - 3 Business days</p> <p>Severity 3 - Medium - Response Time 48 hours, Deliver Workaround - Mutually Agreed, Deliver Fix - Release Based</p> <p>Severity 4 - Low - Response Time 7 Days, Deliver Workaround - Mutually Agreed, Deliver Fix - Release Based</p>	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
41	27 - Corrigendum	Clause–42, Page–169, Source Code	All the customization/development carried out by the vendor as bespoke development specifically for the Bank will be the property of the Bank.	The IPR of the Source Code of the software (standard product or customisations) will always be with the OEM/Vendor	Bank specific Customization source code is always be the property of the client as client is paying for that in the form of implementation charges. Hence, Clause stands as per RFP.
42	11 - Corrigendum	Clause 2.22.1 Testing Scope	Number of Test Cases - Agency needs to provide test cases to Bank (at least 5000) mix of positive and negative and take approval from Bank on the same. Bank will review the same and can add more test cases to the list.	Number of Test Cases to be prepared and provided to bank by agency increased from 1500 to 5000. Assuming that agency mentioned here is the software vendor, can you please revise this as standard test cases as available in the product for the modules in scope for UCO Bank?	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
43	30		Moving of Phase-3 requirements to Phase-2- In Page #30 of the original RFP, it says "All the requirement mentioned in Annexure XVII is essential requirement. The bidder has to comply with all the requirement before go-live"	Understand that, requirements classified under Phase-3 in RFP earlier, have now been moved to Phase-2 scope. As few of the complex requirements such as Credit Derivatives (All products mentioned under that), Hybrid Options, PRDC (Power Reverse Dual Currency) are currently not available in the product (and also not in the roadmap), can you please provide an option to mark them as "Not Available". Though the options available for responses are shown as F,C and N, we are unable to choose the N (Not Available) as the same is not available in the drop down. Also, in Page #30 of the original RFP, it says "All the	Please refer to corrigendum

				requirement mentioned in Annexure XVII is essential requirement. The bidder has to comply with all the requirement before go-live"	
44	55 - Corrigendum	Part IV – Scope of work Clause 2.7 User Defined Customization in Treasury	Part IV – Scope of work Clause 2.7 User Defined Customization in Treasury	Customization items mentioned by the bank are not standard Treasury product feature and is not available in the system. Few others may require very heavy customization. Proposed timeline of 18 months may not be sufficient for the delivery of these customization items	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
45			Bidder has to support older versions of the software / OS/ Tools / Middleware etc, in case the Bank chooses not to upgrade to latest version.	Kindly remove this clause, or allow as deviation, May be discussed and mutually agreed upon during the contracting stage	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
46	52 - Corrigendum	Payment terms (Part-V Clause no.5)	Payment terms of Hardware & OS	Kindly change payment terms to 100% Upfront for Hardware and OS	Please refer to corrigendum
47	1 - Corrigendum	Clause 2.30 Escrow	The source code in escrow will be released to the Bank and shall be licensed to the Bank to use the source code for the purpose of maintaining and developing the software for its internal business requirements in the event that the Agreement/SLA is terminated for either default or insolvency or should the Company cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the Agreement.	Kindly remove this clause	This is mentioned here to limit the reason for making an arrangement of escrow agreement. Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
48	30	Technical Evaluation - Criteria  Bidder's or OEM Capability and Experience	A) The Proposed Integrated Treasury Solution with all three modules (Front, Mid, Back office) should have been implemented in Schedule Commercial Bank in India having more than 1500 Branches in India. (Max 100 Marks) AND The proposed Integrated Treasury Solution should have been implemented aboard in Commercial Bank having business mix (Deposits + Advance of schedule commercial Bank) during	1. 1 Client Reference (Atleast one India ) (60 Marks) 2. 1 Client Reference (Atleast one in India and one Aboard) (100 Marks)	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.

			the last financial year (2020- 21) of Rs 2,00,000 Crore		
49	30	Technical Evaluation - Criteria  Bidder's or OEM Capability and Experience	B) The Proposed Treasury Solution Should be integrated with Finacle Core Banking Solution in a schedule Commercial Bank in India having more than 1500 Branches in India (max 100 Marks)	1. Client Reference (At least 1 PSU Bank with Finacle Core Banking Solution) (60 Marks) 2. Client Reference (At least 1 Bank with Finacle Core Banking Solution and Treasury operations in India and more geographies)(100 Marks)	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
50	31	Technical Evaluation - Criteria  Proposed Treasury Solution Capability and Integration	The Bidder should have the experience of implementing Integrated Treasury solution and providing Post Go-Live Support in scheduled commercial Bank in India having more than 1000 Branches in India	1. Client Reference (Atleast one India ) (60 Marks) 2. More than 1 Client Reference (100 Marks)	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
51	31	Technical Evaluation - Criteria  Bidder's or OEM Capability and Experience	The OEM of the proposed Treasury Solution should have the experience of implementing Proposed Treasury solution in last of minimum 7 years in one scheduled commercial Bank in India having more than 1000 Branches in India where it is running as on bid submission date.	1. 1 Client Reference (120 Marks) 2. More than 1 Client Reference (200 Marks)	Clause stands as per RFP and corrigendum published at Bank's website on 11.08.2022 & 25.08.2022.
52	Annexure XIX- Commercial Template	Commercial template - Implementation Tab, Installation and	Details asked for Man- days; Man - day rate for OEM and Bidders respectively	This is Fixed Price bid where bidder will be down selected based on Techno Commercial evaluation where total bid value TCO will be used to determine L1, L2 price. As such, there should not be any requirements for bidders to give break up of Man	This is to clarify that, as per RFP Bidder needs to ensure that OEM efforts are factored in the Annexure XXI and it should not be

		Commission Tab		<p>day effort and rate. However bank may ask man-day rate for any future Change Request. We request to please delete following from commercial templates</p> <ol style="list-style-type: none"> <li>1. column B and C in 'd. Installation and Commission' tab</li> <li>2. column B, C, E and F in 'e. Implementation Efforts' tab</li> </ol>	<p>less than 20% of the overall bidder efforts for CIGTMS</p> <p>To validate the same that bidder has factor the same so that the OEM scope mentioned in the RFP is factored properly and will be delivered by the OEM only and the sufficient effort of the bidder has been factored by the Bidder these column is mentioned in the bill of material.</p>
53	76	Part IV, Scope of Work --> 2.28	<p>The ATS support for Solution should include the following: i. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes will be provided at no additional cost to the Bank. However, only major version upgrades, if required by the Bank will be undertaken as per mutually agreed terms and conditions and cost. ii. Program updates, patches, fixes and critical security alerts as required iii. Documentation updates iv. Support for application related malfunctions as defined in SLAs and ability to log requests online. v. The OEM must conform to a response time aligned to service levels defined in section Service Level Availability and Monitoring.</p>	<p>Any enhancements, modifications, customization, patches, upgrades due to statutory, regulatory, industry, or interface changes will need to be mutually agreed. It is not possible to assess future change requirements at this stage which makes it impossible to assess effort and cost. Changes can be best handled as and when needed as the quantum and complexity of change will be known at that point of time which will facilitate right assessment of timeline and effort.</p> <p>Also, some bidders may not factor in full cost for optional / contingent items which makes it difficult to have comparison of equals</p>	<p>Please refer to corrigendum</p>



54	47	Part IV - 1.2	Incorporate changes in the system arising on impact of amendments to regulator's direction at no additional cost and well within timeline stipulated by the regulator	Please refer to corrigendum
55	Annexure XVII,	Annexure 9.8 -- > 9.8.1	Interfacing Requirement : The Bidder is required to meet all the Interface requirements as laid out in the below section. Notwithstanding any grouping that has been mentioned, the Bidder should facilitate sharing of information/data from the Treasury to the existing applications of the Bank like CBS, all internal applications and external application for treasury related operations. For any interfaces/integration requirements necessary for the functioning of the proposed application, should be factored by the Bidder. Bidder should gather all the interface requirements (as listed in Interfacing Requirements) and prepare list of interfaces to be implemented. Any suggestions from the Bank or any interface needs to be implemented during the contract period will have to be included by the Bidder. The Bidder will be responsible for developing, testing and maintaining the components/interfaces. The Bidder must ensure that all interfaces are automated with no manual intervention and facilitate Straight through Processing (STP).	List of interface integration has been properly mentioned under Annexure - XVII, Tab 9.8

56	64	Clause 7	Any suggestions from the Bank in consonance with regulatory authority of India, Hongkong, Singapore, RBI, MAS, HKMA and Bank's CISO will have to be included by the Bidder without any additional cost.	It is clarified that this is from security point of view. Hence, clause stands as per RFP.
57	83	Part IV - 2.31	The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with Bank's requirements and any statutory or regulatory guidelines	
58	54	Part IV - 2.5 (4)	Bidder is expected to customize all gaps observed in the solution during Functional RFP, Product Demo, Current Systems Study, Training, UAT, Business Requirement Definition ('BRD') subsequent roll out for all the proposed solutions. The Bidder also needs to provide all statutory reports as required by the regulatory institutions. Bank will not pay any additional customization costs either for gaps observed for the above and/or regulatory and statutory reports as required by the Bank	Please refer to corrigendum Clause stands as per RFP
59		Corrigendum point 27	Bank reserves the right to increase or decrease the number of seats at L2 helpdesk depending on its requirements at the Bank. The Bank also reserves the right to change the locations of helpdesks at its discretion	Clause stands as per RFP
60	38	Clause 21	22) If there is any core banking system upgrade, then it is vendor's responsibility to ensure that the integration with the core banking system is provided without affecting the normal course of business without any additional cost.	Here, it is clarified that there is possibility to upgrade the existing version of version CBS for Hongkong & Singapore centre.

61	115	Pre-bid clarification # 230	L3 support as mentioned in the RFP is the OEM support so there is no change in the clause	List of support resources given in corrigendum doesn't mention L3. Please clarify if L3 should be replaced with L2	It is clarified that L3 support is the support which Bidder needs to factor by the OEM to maintain the SLA mentioned in the RFP. Kindly refer to the RFP clause 2.27.2.7 "L3 Service desk" where is mentioned that L3 support can be from OEM premises or bank premises dependent on how bidder envisage to meet the SLA defined in the RFP.
62		1.1 Project Phase - Corrigendum point 48	Phase 2: - Sustenance support	Phase 2 is defined in implementation schedule sec of corrigendum. We request to please delete this clause in corrigendum point 48 to avoid confusion	It is clarified that Sustenance support is nothing but the normal Facility Management period
63		Corrigendum point 54	third-party agency for Review of Configurations, Audit and Model Set-up should be CERT-in emplaned and should have experience of doing IS audit/ VAPT for a scheduled commercial bank in India Having more than 500 branches in India	Availability of agencies having capability on treasury configuration review and these given criteria is difficult. We request to please delete this clause	Clause stands as per RFP
64		Sec 7.5 SLA - Corrigendum point 15  Second pre-bid clarification	No change in these resources for minimum 15 months from the contract date (*the Program Manager should not be rotated to other clients of the Service Provider under the contract period)	In volatile Industry of IT services, resources keep moving from project to project and even change companies frequently. We request to please delete this clause. We will substitute resources only when absolutely needed as change of resources has indirect costs to us also in terms of learning curve of new resource etc.	It is clarified that Changing of resources will impact the overall project deliverables, timelines and also the understanding. So the same is not recommended and accepted. Hence, clause stands as per RFP.

65		Corrigendum - Payment terms	Payment Terms ( Solution Implementation)	This is highly back loaded as majority of payments are towards the later part . We request you to please modify as below to ease cash flow for vendors - SRS Sign-off of respective application 45%. Application installation, Configuration & Master Set up in UAT environment - 15%. Development & Customization in UAT Environment - 20% Go-live of applications under Phase 1 -20%	Please refer to corrigendum
66		Corrigendum - Payment terms	Payment Terms ( charges for testing agency)	We request to please modify these terms as below since given payment terms are back loaded: a. on submitting and approval of Testing strategy document and Test Cases - 25% b. On testing and submission of fine test report on customized solution - 65% c. On sign off and release to production of Phase 1 - 10%	Please refer to corrigendum
67	226	Annexure XXVI - Resource Experience	<b>Team Lead Treasury &amp; Trade Finance (Functional)</b> · MBA/ Engineer / Diploma From reputed college with first division · Experience in managing large teams/ projects and dealing with Treasury & Trade Finance (depending on for which application the resource is proposed as module lead) · Having Relevant experience of more than 8 years in the Proposed Treasury & Trade Finance Application for which name is proposed · Have worked as Team lead of application In at least one Scheduled Commercial Banks in India /outside India in Treasury <b>Team Lead Treasury &amp; Trade Finance (Technical)</b> MBA/ Engineer / Diploma From reputed	Request to remove reference to Trade Finance in Resource experience requirements - since that is not relevant to the Treasury solution being proposed	Please refer to corrigendum

			<p>college with first division</p> <ul style="list-style-type: none"> <li>· Experience in managing large teams/ projects and dealing with Treasury &amp; Trade Finance technical (depending on for which application the resource is proposed as module lead)</li> <li>· Having Relevant experience of more than 8 years in the Proposed Treasury &amp; Trade Finance technical for which name is proposed</li> <li>· Have worked as Team lead of technical/application In at least one Scheduled Commercial Banks in India / outside India in Treasury.</li> </ul>		
68	Corrigendum	Minimum Team Requirement during Sustenance Phase	L2 Treasury Application team (certified by OEM or directly under OEM Payroll)	There are two identical items of L2 Treasury Application team (certified by OEM or directly under OEM Payroll), one having 1 resource in 1 shift and another having 2 resources in three shifts. Please clarify if 2 resources three shift item should be L1 resources	It is clarified that no L1 Treasury application resources has been asked for in this RFP.
69		Clause 7.6 AT Risk Amount	The monthly At-Risk Amount ('ARA') shall be 10% of the estimated monthly pay out of the respective month. The overall cap for penalties as per SLA over the tenure of the contract will be 10% of the contract value. The overall cap for the liquidity damages (mentioned later under clause 8) over the tenure of the contract will be 10% of the contract value. Both of the above line items are separate from each other. Bank will have right to recover the penalty amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee.	Bidder request to amend the clause as - The monthly At-Risk Amount ('ARA') shall be <del>10</del> 5% of the estimated monthly pay out of the respective month. The overall cap for penalties as per SLA over the tenure of the contract will be <del>10</del> 5% of the contract value. The overall cap for the liquidity damages (mentioned later under clause 8) over the tenure of the contract will be <del>10</del> 5% of the contract value. Both of the above line items are separate from each other. Bank will have right to recover the penalty amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee. <del>The onetime penalty for project</del>	Clause stands as per RFP

			The onetime penalty for project initiation shall not be subject to the limit specified above on the At- Risk Amount('ARA').	<del>initiation shall not be subject to the limit specified above on the At- Risk Amount('ARA').</del>	
70	159-160	Clause – 22, Indemnity	a. claims that are the subject of indemnification pursuant to violation of intellectual property rights and ownership of a third party ; d. penalties, regulatory or statutory, imposed by any government, including regulatory agency, authority or body having powers to give binding directions to Bank, e. penalties imposed due noncompliance of statutory or regulatory guidelines applicable to the Project by the Vendor (including its employees, representatives, agents, associates, subcontractors).	<b><u>As bidder is a IT services provider, as such bidder is requesting for modification as below:</u></b> a. <b><u>third party</u></b> claims that are the subject of indemnification pursuant to violation of intellectual property rights and ownership of a third party ; d. <del>penalties, regulatory or statutory, imposed by any government, including regulatory agency, authority or body having powers to give binding directions to Bank,</del> e. penalties imposed due noncompliance of statutory or regulatory guidelines applicable to the <b><u>Project delivery of the services</u></b> by the Vendor (including its employees, representatives, agents, associates, subcontractors).	Please refer to corrigendum
71			Silent in RFP	As for Intellectual Property Rights, the existing contract has below provision and DXC requests to include the below provision in the new contract:  15. INTELLECTUAL PROPERTY RIGHTS 15.1All copyrights, trademarks, patent, trade secret design and other intellectual property rights existing	Please refer to corrigendum

				<p>prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the Effective Date". All modifications and enhancements to, and derivative works from, preexisting intellectual property rights will belong to the party that owned such pre-existing intellectual property rights.</p> <p>15.2 Neither party will gain by virtue of this Contract any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the parties prior to the date of signing of this Contract, other than customized software made by Vendor for Bank during the contract period.</p> <p>15.3 Bank owns all right, title and interest in and to the Bank's intellectual</p> <ul style="list-style-type: none"> <li>· property rights existing prior to the "Effective Date" and all modifications and enhancements to, and derivative works from, such pre-existing intellectual property rights (collectively, "Bank Intellectual Property"). Nothing in this Contract transfers any ownership or title in or to any Bank Intellectual Property to Vendor or any third party. Subject to the limitations set forth in this Clause 15, Bank would grant access specifically and exclusively for the limited purpose of implementation of the proposed comprehensive and integrated technology solution to the Vendor to use of such of Bank Intellectual Property (excluding trade secrets, patents and trademarks) which may be reasonably necessary for the Vendor to perform its obligations under this Contract. Vendor hereby covenants with the Bank that the Vendor shall not use the same for any purpose other than the purpose for which the Bank will grant access to Vendor. <p>15.4 The "Software" directly acquired by the Bank from a software original equipment manufacturer, as part of the Implementation Services described in the</p> </li></ul>	
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				<p>Statement of Work, the software original equipment manufacturer will own all right, title and interest in and to such software existing prior to the "Effective Date" and all modifications and enhancements to, and derivative works from, such software (collectively, the "Third Party Intellectual Property"). Nothing in this Contract transfers any ownership in or any title to any Third Party Intellectual Property to the Bank. Any issues arising out of third-party products or services shall be governed exclusively by the End User License Agreement and support agreement signed directly between the Bank and the original equipment manufacturer. Bank shall comply with the license terms, as may be specified by the respective licensors, applicable for the use of the Software provided under this Contract. Bank shall use such IP for its internal use only.</p> <p>15.5 All intellectual property developed during the term of this Contract that is neither Bank Intellectual Property nor Vendor Intellectual Property nor Third Party Intellectual Property ("New Intellectual Property"), shall be owned by Vendor , as between the Bank and Vendor, Vendor hereby grants the Bank an irrevocable, non-exclusive, world-wide perpetual license to use, execute, reproduce, display, perform and distribute New Intellectual Property without payment of any further amount for use within the Bank's Enterprise.</p> <p>15.6 For the purpose of this Contract, "Enterprise" shall mean and include any legal entity in which the Bank holds/ will hold shares at least to the extent of fifty percent (50%). Subject to Vendor having received the corresponding payment from the Bank, the Bank shall own all Intellectual Property Rights in all software and other materials (excluding any Vendor or third party products including any modifications, enhancements or customization made thereto)</p>	
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				<p>produced exclusively for the Bank by the Vendor pursuant to the project including any adaptations translations, derivative works and improvements that are developed by the Vendor, specifically and exclusively for the Bank whether protectable as a copyright, trademark, patent, trade secret and design or otherwise. The ownership of all Intellectual Property Rights in any information or materials provided to the Vendor by the Bank shall remain vested in the Bank. The ownership of all Intellectual Property Rights for any Bank customer information or materials provided to the Vendor by the Bank shall remain vested in the Bank.</p> <p>15.7 Nothing shall restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to data processing or network management, which either Party, individually or jointly, develops or discloses under this Contract, unless it is developed exclusively for the Bank use by the Vendor. The Vendor shall also at all point of time be under the obligations imposed under the terms of confidentiality while making use of such ideas, concepts, know-how or techniques. Also, such use shall not infringe either Party's patent rights or copyrights or a breach of confidentiality obligations. However, except for the licenses expressly granted by an agreement between the Bank and the Vendor, neither of the parties shall infringe on any patents or copyrights of the other Party.</p> <p>15.8 A11 IPR in "software and other materials" made exclusively for the Bank shall vest with the Bank alone. Material specifically developed by the Vendor for the Bank are defined as "Bank Materials" and same shall be passed on by the Vendor during the contract period.</p>	
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## 2. CORRIGENDUM / ADDENDUM / AMENDMENT :

Srl	RFP reference	RFP Clause	Modified Clause
1	Annexure- XVII 9.1.11.11.1	SPPI Testing (with template containing details which inter-alia includes details of conversion of securities, call put option details etc.)	The proposed solution should have the capability to perform SPPI Testing (with template containing details which inter-alia includes details of conversion of securities, call put option details etc.) after integrating with IFRS system and the proposed solution should be able to provide necessary information and data required for SPPI testing as per Bank's specified format and through Bank's specified interface integration.
2	Annexure- XVII 9.1.11.11.2	Business Model Testing and Validation	The proposed solution should have the capability to perform Business Model Testing and Validation after integrating with IFRS system and the proposed solution should be able to provide necessary information and data required for SPPI testing as per Bank's specified format and through Bank's specified interface integration.
3	Annexure- XVII 9.6.10.13	System as part of the performance analysis should compute returns including both realized as well as unrealized gains / losses for the Bank as well as benchmark portfolios.  CIGTMS should calculate returns in line with the inputs (weights, currency wise benchmarks etc.) given by the users.  It should also auto capture the benchmarks from various market data providers like Refinitiv (Thomson Reuters), Bloomberg, JPMorgan etc.	System as part of the performance analysis should compute returns including both realized as well as unrealized gains / losses for the Bank.  It should also auto capture the benchmarks from various market data providers like Refinitiv (Thomson Reuters), Bloomberg, JPMorgan etc.
4	Annexure- XVII 9.7.5.2	CDS & any other structured product	CDS
5	Annexure- XVII 9.7.5.3	Liquidity Coverage Ratio (LCR) report Bank as whole should be system driven and other calculation reports should generate Bank as whole as well as Centre wise required data.	The proposed Treasury solution should be capable enough to provide all kind of information and data for calculation of Liquidity Coverage Ratio (LCR) report as per Bank's specified data format or through Bank's specified interface integration.
6	Annexure- XVII	Net stable funding Ratio (NSFR) report Bank as whole should be system driven and other calculation reports	The proposed Treasury solution should be capable enough to provide all kind of information and data for calculation of Net stable funding

	9.7.5.4	should generate Bank as whole as well as Centre wise required data.	Ratio(NFSR) as per Bank's specified data format or through Bank's specified interface integration.
7	Annexure- XVII 9.7.5.5	Other liquidity statements like SLS AND IRS report generate from Bank as a whole as well as centre wise required data	The proposed Treasury solution should be capable enough to provide all kind of information and data for calculation of Other liquidity statements like SLS AND IRS report as per Bank's specified data format or through Bank's specified interface integration.
8	Annexure- XVII 9.7.5.17	Structural liquidity report	The proposed Treasury solution should be capable enough to provide all kind of information and data for generation of Structural liquidity report as per Bank's specified data format or through Bank's specified interface integration.
9	Annexure- XVII 9.7.5.18	ALCO Report	The proposed Treasury solution should be capable enough to provide all kind of information and data for generation of ALCO Report as per Bank's specified data format or through Bank's specified interface integration.
10	Annexure- XVII 9.7.5.19	Basel 2 and Basel 3 also as per new INDAS . Capital charge calculation as per new INDAS	The proposed solution should be capable enough to provide all kind of information and data to compute Basel 2 and Basel 3 also as per new INDAS and Capital charge calculation as per new INDAS.
11	Annexure- XVII 9.7.5.24	LCR Summary REPORT for all products	The proposed Treasury solution should be capable enough to provide all kind of information and data for generation of LCR Summary REPORT for all products as per Bank's specified data format or through Bank's specified interface integration.
12	Annexure- XVII 9.7.5.25	New Gap report for audit, currency wise	Fx Gap report for audit, currency wise
13	Annexure- XVII 9.7.5.36.2	LCR and NSFR returns, LCR (Liquidity Coverage ratio) report generate from the system Bank as a whole as well as other required data on centre wise for LCR, Net stable funding Ratio(NFSR) report generate from the system Bank as a whole as well as other required data on centre wise for NFSR, Other liquidity statements like SLS and IRS report generate from the system Bank as a whole as well as other required data on centre wise for SLS and IRS	Repeat & clause stands deleted.
14	Annexure- XVII 9.7.5.42.1	Maturity pattern as Bucket wise	The proposed Treasury solution should be capable enough to provide & generate all kind of information and data for generation of Maturity pattern as Bucket wise report for all Treasury products as per Bank's specified data format or through Bank's specified interface integration.
15	Annexure- XVII 9.7.5.42.2	LCR (Liquidity Coverage ratio ) Bank as whole and treasury centre	Repeat & clause stands deleted.

16	Annexure- XVII 9.7.5.42.3	NSFR (Net Stability Funding ratio) Bank as whole and treasury centre	Repeat & clause stands deleted.
17	Annexure- XVII 9.7.5.42.4	Structured liquidity statement (SLS)	Repeat & clause stands deleted.
18	Annexure- XVII 9.11.3.3	Structural Liquidity Report: Based on residual maturity for fixed/floating instruments and defeasance period wise for HFT portfolio to be generate along with other assets & liabilities components into RBI prescribed 10 buckets with a provision for splitting any bucket	The proposed Treasury solution should be capable enough to provide all kind of information and data for generation of Structural Liquidity Report as per Bank's specified data format or through Bank's specified interface integration. (Based on residual maturity for fixed/floating instruments and defeasance period wise for HFT portfolio to be generate along with other assets & liabilities components into RBI prescribed 10 buckets with a provision for splitting any bucket)
19	Annexure- XVII 9.11.3.4	Interest Rate Sensitive Report: All investment segment wise/asset class wise are to be bucketed as per re-pricing (floating) or due date (fixed) for rate sensitive assets/liabilities and others would be placed under non-sensitive bucket as per extant RBI guidelines.	The proposed Treasury solution should be capable enough to provide all kind of information and data for generation of Interest Rate Sensitive Report as per Bank's specified data format or through Bank's specified interface integration. (All investment segment wise/asset class wise are to be bucketed as per re-pricing (floating) or due date (fixed) for rate sensitive assets/liabilities and others would be placed under non-sensitive bucket as per extant RBI guidelines.)
20	Annexure- XVII 9.11.4.7	System should be able to inculcate any change in procedure for Basel III Leverage ratio on account of applying cross product netting agreement, performing netting separately in each product category,	The proposed Treasury solution should be capable enough to provide all kind of information and data in such a way so that System should be able to inculcate any change in procedure for Basel III Leverage ratio on account of applying cross product netting agreement, performing netting separately in each product category as per Bank's specified data format or through Bank's specified interface integration.
21	Annexure- XVII 9.2.9.9	The Proposed Solution perform Data calculation for NSFR as related to Treasury portfolio	Repeat & clause stands deleted.
22	Annexure- XVII 9.2.9.10	The Proposed Solution perform Data calculation for LCR as related to Treasury portfolio	Repeat & clause stands deleted.
23	Annexure- XVII 9.2.9.11	The Proposed Solution perform Data calculation for DSB Return as related to Treasury portfolio	The proposed Treasury solution should be capable enough to perform Data calculation for DSB Return as related to Treasury portfolio and should also be capable enough to provide all kind of information and data in such a way so that system should be able to perform Data calculation for DSB Return for the bank as a whole as per Bank's specified data format or through Bank's specified interface integration.
24	Annexure- XVII	Ability to Support Algorithm based trading	Not required. Clause stands deleted.

	9.3.1.7		
25	Annexure- XVII 9.5.1	Range of Instruments to be covered	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
26	Annexure- XVII 9.5.1.1	Exchange Traded Currency Futures & Options [including limit, margin maintenance and call facility]	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
27	Annexure- XVII 9.5.1.2	Exchange Traded Interest Rate Future [including limit, margin maintenance and call facility]	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
28	Annexure- XVII 9.5.1.3	Currency Swaps: Cross Currency Swaps (Fixed & Floating)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
29	Annexure- XVII 9.5.1.4	Coupon Swaps (Fixed & Floating)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
30	Annexure- XVII 9.5.1.5	Principal Swaps (Fixed & Floating)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
31	Annexure- XVII 9.5.1.6	Range Accrual Swaps: Swaps & Forward Rate Agreement with Amortization / Accreting schedules Swaps with different tenor benchmark, setting up of cash flows both through excel based uploads or directly feeding mechanism.	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
32	Annexure- XVII 9.5.1.7	Basis Swaps: In Advance/ In Arrears Constant Maturity Swap, Caps and Floors, Other Exotic Swaps (such as Straddle, Strangle, Butterfly, Saddle etc.,)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
33	Annexure- XVII 9.5.1.8	Currency Options: Plain Vanilla, European Style, American Style, Bermudan Style Single Barrier, Double Barrier, Knock Out, Knock In Window Barrier Average (Asian).	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
34	Annexure- XVII 9.5.1.9	Monthly/ Quarterly Strip structures: Range Forwards & Ratio Range Forwards (Zero Cost Options)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
35	Annexure- XVII 9.5.1.10	Binary options: One Touch/No Touch Look Back (Fixed and Floating Rate), Compound Option,	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
36	Annexure- XVII 9.5.1.11	Chooser Option: Forward start Options, Ratchet/ Cliquet Options, Balloon Options, Currency Range Accruals,	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.

		Fader Structures, Other Exotic Options, OTC Options (USD/INR), OTC Option (NON-INR)	
37	Annexure- XVII 9.5.1.12	Interest Rate Swaps (IRS): Interest rate swaps on different currency curves as defined in the currency master above Indian Interest Rate Swaps OIS (Compounding) INBMK Swaps, INCMT Swaps, MIFOR Swaps, MITOR Swaps, MIOIS Swaps	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
38	Annexure- XVII 9.5.1.13	Swaptions: Receiver Swaptions, Payer Swaptions, Forward Start Swaptions	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
39	Annexure- XVII 9.5.1.14	Interest Rate Options: Caps Floors, Collars, Knock out Caps, Knock Floors	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
40	Annexure- XVII 9.5.1.15	Ability to combine/link different products into one transaction e.g. Currency Swap with embedded Currency Options	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
41	Annexure- XVII 9.5.2	Specific Coverage for Instruments	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
42	Annexure- XVII 9.5.2.1	European Currency Options	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
43	Annexure- XVII 9.5.2.2	American Currency Options	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
44	Annexure- XVII 9.5.2.3	Exchange Futures	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
45	Annexure- XVII 9.5.2.4	Currency Futures	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
46	Annexure- XVII 9.5.2.5	Single Barrier (Knock-In / Knock-out) (American / European barrier monitoring)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
47	Annexure- XVII 9.5.2.6	Double Barrier (Knock-In / Knock-out) (American / European barrier monitoring)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
48	Annexure- XVII 9.5.2.7	Partial / Window Barrier	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.

49	Annexure- XVII 9.5.2.8	Multiple options	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
50	Annexure- XVII 9.5.2.9	Derivative strategies like Ratio Range, Forward Extra, Seagull, Straddle, Butterfly among others	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
51	Annexure- XVII 9.5.2.10	Greeks – Plain Vanilla	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
52	Annexure- XVII 9.5.2.11	Options with deferred premium	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
53	Annexure- XVII 9.5.2.12	Options with front end/rear end premium settlement	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
54	Annexure- XVII 9.5.2.13	Basis Swap	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
55	Annexure- XVII 9.5.2.14	Overnight Indexed Swap	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
56	Annexure- XVII 9.5.2.15	Amortizing Swap	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
57	Annexure- XVII 9.5.2.16	Accretion Swap (In Advance / In Arrears)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
58	Annexure- XVII 9.5.2.17	Interest Rate Caps / Floors / Collars	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
59	Annexure- XVII 9.5.2.18	Roller-Coaster Swaps	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
60	Annexure- XVII 9.5.2.19	Range-Accrual Swaps	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
61	Annexure- XVII 9.5.2.20	Delayed Amortizing Swap	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.

62	Annexure- XVII 9.5.2.21	Swaps with Moratorium	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
63	Annexure- XVII 9.5.2.22	Swaps with Bermuda	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
64	Annexure- XVII 9.5.2.23	Swap with Stub (at start/ middle/ end)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
65	Annexure- XVII 9.5.2.24	Cross Currency Swap - Plain Vanilla - Basis Swap - Principal only Swaps - Coupon only Swap -principal + Interest	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
66	Annexure- XVII 9.5.2.25	Exchange at (Start/ Middle/End/ Intermediary)	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
67	Annexure- XVII 9.5.2.26	Forward Rate Agreements - Pay Fixed - Pay Floating - Settlement at Start & Settlement at End	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
68	Annexure- XVII 9.5.2.27	Credit Default Swap	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
69	Annexure- XVII 9.5.2.28	Option strategies	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
70	Annexure- XVII 9.5.2.29	Other Derivative Products allowed by the Regulators from time to time	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
71	Annexure- XVII 9.5.2.30	Non-Deliverable Forward	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
72	Annexure- XVII 9.5.3.36	Commodity specific features	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
73	Annexure- XVII 9.5.3.36.1	Facility to manage full set of Commodity-listed and OTC products	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.



74	Annexure- XVII 9.5.3.36.2	Facility for Commodity Trading	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
75	Annexure- XVII 9.5.3.37	Facility to manage embedded IR and commodity products in the same manner as IRD and FX desk, therefore a full cross asset solution.	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
76	Annexure- XVII 9.5.3.38	Facility to display average holding cost at portfolio or entity level	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
77	Annexure- XVII 9.5.6.6	MT 940 and MT 950 - Auto-generation at Day end	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
78	Annexure- XVII 9.6.3.5	Ability to scan and attach paper based notes during authorizations for future reference during audits and inspections	As the same is already mentioned under Schedule of Implementation in comprehensive manner then here it is not required. Hence, clause stands deleted.
79	Annexure- XVII 9.7.1.41	MM Register for Interbank Desk	Money Market Register for Interbank Desk
80	Annexure- XVII 9.7.5.23	Balance Sheet Disclosures	Balance Sheet Disclosures related to Treasury portfolio
81	Annexure- XVII 9.7.6.6	Off-Site Monitoring & Surveillance (OSMOS)	Off-Site Monitoring & Surveillance (OSMOS) - capable to generate report for Treasury portfolio as well as whatever data and information are required for various corporate dept, the proposed solution should be able to provide those data as per Bank's specified format or integrated through Bank's specified integration.
82	Annexure- XVII 9.7.6.8	Special fortnightly return III Part E	Special fortnightly return for SLR purpose - capable to generate report for Treasury portfolio as well as whatever data and information are required for various corporate dept, the proposed solution should be able to provide those data as per Bank's specified format or integrated through Bank's specified integration.
83	Annexure- XVII 9.7.6.9	Special fortnightly return III _ Part B	Clause stands deleted
84	Annexure- XVII 9.7.6.10	Special fortnightly return III _ Part F	Clause stands deleted
85	Annexure- XVII 9.7.6.17	BAL Statement	Repeated and clause stands deleted.

86	Annexure- XVII 9.7.6.19	DBS Report	Repeat and clause stands deleted.
87	Annexure- XVII 9.7.6.23	DSB ( All Return (DSB-I, DSB-III, ALE etc)	DSB (All Return (DSB-I, DSB-III, ALE etc) related to Treasury portfolio as well as whatever data and information required, the proposed solution should be able to provide those data as per Bank's specified format.
88	Annexure- XVII 9.7.7.29	Credit Default Swap	Repeat and clause stands deleted.
89	Annexure- XVII 9.1	-NA-	Added under Annexure XVII - 9.1.19 - ADMIN User Maintenance And 9.1.20 - Static Data needs to be integrated with proposed Treasury Solution
90	RFP Document page – 16, Clause -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 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 c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee. d. The bidder violates any of the provisions of the terms and conditions of this tender specification. e. In case of the successful bidder, if the bidder fails: To sign the contract in the form and manner to the satisfaction of UCO BANK. 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).	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 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 c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee. d. The bidder violates any of the provisions of the terms and conditions of this tender specification. e. In case of the successful bidder, if the bidder fails: ➤ To sign the contract in the form and manner as per the terms and conditions of the RFP. ➤ To furnish Performance Bank Guarantee in the form and manner as per the terms and conditions of the RFP either at the time of or before the execution of Service Level Agreement (SLA). ➤ If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP.
91	RFP Page – 145, Clause – 7.3,	<b>Uptime Rules</b> 1) Wherever System Integrator monitors onsite, the downtime calculation starts from the time of hardware/ software failure leading to denial of service.	<b>Uptime Rules</b> 1) Wherever System Integrator monitors onsite, the downtime calculation starts from the time of hardware/ software failure leading to denial of service.

	Uptime Rules	<p>2) Wherever, Bank monitors, the downtime calculation starts from the time of reporting by the Bank.</p> <p>3) The preventive or scheduled maintenance done without affecting the functioning of branches and delivery channels is not considered as downtime.</p>	<p>2) Wherever, Bank monitors, the downtime calculation starts from the time of reporting by the Bank.</p> <p>3) The preventive or scheduled maintenance done without affecting the functioning of branches and delivery channels is not considered as downtime.</p> <p>The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement:</p> <p>(a) Time lost and taken to recover due to power or environmental failures;</p> <p>(b) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Bank</p> <p>(c) Time taken for scheduled maintenance/ troubleshooting, other than proposed Treasury &amp; its associated applications, either for preventive purposes or improvement in function or other purposes;</p> <p>(d) Time taken for reconfiguration or other planned downtime situations except for proposed Treasury &amp; its associated applications;</p> <p>(e) Scheduled shutdowns as required by Bank</p> <p>(f) Time lost due to unavailability of links.</p>
92	<p>RFP Document, Page-159, Clause-22, Indemnity</p> <p>Corrigendum dated 25.08.2022 vide srl num #41, #42, #43, #44, #45</p>	<p><b><u>Clause 22-INDEMNITY</u></b></p> <p>22.1. In consideration of the Bank agreeing to accept the offer of a Vendor in terms of Bank's Request for Proposal (Reference No: UCO/DIT/774/2022-23 dated 18/06/2022), including its annexure, addendum, corrigendum and amendments , (hereinafter collectively referred as "the RFP"), such Vendor shall be deemed to have agreed and undertaken to Bank as under –</p> <p>22.1.1. That the Vendor shall indemnify, and keep indemnified the Bank, including its respective Directors, Officers and Employees as hereinafter mentioned;</p> <p>22.1.2. That the indemnity shall be from and against any one or more of the following, by whomsoever made , and of whatsoever nature or kind-</p> <p>22.1.2.1. claims, and/or</p> <p>22.1.2.2. demands, and/or</p> <p>22.1.2.3. actions, and/or</p> <p>22.1.2.4. proceedings, and/or</p> <p>22.1.2.5. damages, and/or</p> <p>22.1.2.6. recoveries, and/or</p> <p>22.1.2.7. judgments, and/or</p> <p>22.1.2.8. costs, and/or</p>	<p><b><u>Revised Clause 22-INDEMNITY</u></b></p> <p>Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from</p> <p>a) an act or omission of the Vendor and /or its employees, agents, sub-contractors in performance of the obligations under this Contract; and/or</p> <p>b) material breach of any of the terms of this Contract or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Contract; and/or,</p> <p>c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the Vendor under this Contract; and/or</p> <p>d) Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project applicable to Vendor's scope.</p> <p>Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives.</p>

	<p>22.1.2.9. charges, and/or</p> <p>22.1.2.10.liabilities, and/or</p> <p>22.1.2.11.losses arising out of all kinds of accidents, or destruction, which might be deliberate or otherwise, and/or</p> <p>22.1.2.12.violation of applicable laws, regulations, guidelines, and/or</p> <p>22.1.2.13.environmental damages, and/or</p> <p>22.1.2.14.expenses, and/or</p> <p>22.1.2.15. legal obligation related to licenses ; and/or</p> <p>22.1.2.16.suit and other actions, and/or</p> <p>22.1.2.17.infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided by the Vendor</p> <p>22.1.2.18. loss or damage caused to the Bank's premises or property, loss of reputation &amp; loss of life, and the like, solely attributable due to the acts of the Vendor (including its employees, representatives, agents associates, subcontractors) ; and/or</p> <p>22.1.2.19.non-compliance of the Vendor (including its employees, representatives, agents associates, subcontractors) with the applicable laws, including rules, regulations, Code, Standard Operative Procedures, Standing Instructions, and/or similar statutory obligations, made, promulgated, or issued by any authority, Central, State, Municipal, local or otherwise; and/or</p> <p>22.1.2.20. Gross Negligence or Willful Misconduct attributable to the Vendor (including its employees, representatives, agents associates, subcontractors) or any liabilities which pose significant risk ;</p> <p>22.1.2.21 damages, loss or liabilities suffered or arising out of the claim made by customers, regulatory /statutory authorities for services provided or for reasons attributable to breach of obligations.</p>	<p>The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,</p> <p>i. The Bank notify the Vendor in writing immediately on becoming aware of such claim,</p> <p>ii.the Vendor has sole control of defense and all related settlement negotiations,</p> <p>iii.the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>iv.The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.</p> <p>It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.</p> <p>The Vendor should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> <li>• Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement ;</li> <li>• Gross Negligence or willful misconduct attributable to the Vendor, its employees, and agents</li> <li>• Material breach of any terms of this Contract, Representation or Warranty</li> <li>• Act or omission in performance of service.</li> </ul> <p>Further,</p> <p>i. Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.</p>
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		<p>employees, representatives, agents, associates, subcontractors) .</p> <p>d. penalties, regulatory or statutory, imposed by any government, including regulatory agency, authority or body having powers to give binding directions to Bank,</p> <p>e. penalties imposed due noncompliance of statutory or regulatory guidelines applicable to the Project by the Vendor (including its employees, representatives, agents, associates, subcontractors).</p> <p>f. liability arising in case of breach of any kind of security and/or leakage of confidential information (of customers of Bank /or related to Bank). However, this clause will be applicable only in case the breach has happen from the in scope components of bidder or by not following the protocol and guidelines in doing the integrations.</p> <p>g. damages, loss or liabilities suffered by the Bank arising out of the claim made by regulatory authorities.</p> <p>Explanation-1- "Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.</p> <p>Explanation-2- "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p> <p>22.1.5. The Vendor shall not indemnify the Bank for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of the claim made by Regulatory Authorities and for reasons attributable to</p>	<p>to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.</p> <p>"Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p> <p>The Vendor should indemnify the Bank (including its employees, directors representatives) from and against third party claims of losses, and liabilities arising from non-compliance of the Vendor with Laws / Governmental Requirements applicable to its scope of work.</p>
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		<p>breach of services provided/obligation under this contract and by the vendor/bidder/service provider.</p> <p>22.1.6. The Vendor shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from:</p> <ul style="list-style-type: none"> <li>(i) any modification of any Solution (other than a modification made solely by the Vendor);</li> <li>(ii) any use of a Solution in breach of the Agreement;</li> <li>(iii) any combination of the Solution with any other software, hardware, product, technology, data or services;</li> <li>(iv) any use of any version of a Solution other than the Supported Release;</li> <li>(v) Bank's failure to implement corrections or changes to a Solution provided by the Vendor ;</li> <li>(vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution;</li> <li>(vii) any Embedded Software;</li> <li>(viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses;</li> <li>(ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.</li> </ul> <p>Explanation-1: "Embedded Software" shall mean embedded or bundled third party software, including open-source software. A 'Release" means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution.</p> <p>Explanation-2: 'Supported Release' shall mean the immediately preceding Release, or other Releases made available in the previous twelve (12) months).</p> <p>22.1.7 If any infringement claim (of the nature referred in 22.1.2.17.) is raised by any third party or any person, the Vendor will have the following remedial measures at their expenses:</p> <ul style="list-style-type: none"> <li>22.1.7.1. Modify or replace all or part (s) of the Solution to make it non-infringing; or</li> <li>22.1.7.2. Procure for the Bank the right/license to continue using the Solution; or</li> </ul>	
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		<p>22.1.7.3. Remove all or part (s) of the Solution. Where the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software.</p> <p>However, it is clarified that this remedy, as mentioned in 22.1.7. will not curtail any of Bank's rights under this Agreement.</p> <p>22.1.8. Notice, rights and responsibilities of Parties-</p> <p>22.1.8.1. Any notice, request or other communication to be given or made under this indemnity shall be in writing.</p> <p>22.1.8.2. Bank shall notify the Vendor in writing, within ninety (90) days of a receipt of a claim covered under this clause, unless the Vendor is having knowledge of the same and/or reasonably it should be in notice of the Vendor.</p> <p>22.1.8.3. The Vendor will keep Bank informed, well in advance, of the defense and all related settlement negotiations.</p> <p>22.1.8.4. The Vendor will have control of the defense and all related settlement negotiations, however, if Bank deems fit and proper, it may take control of the defense.</p> <p>22.1.8.5. Bank will provide Vendor with the assistance, information, and authority reasonably necessary to perform the indemnity obligations,</p> <p>22.1.8.6. The Vendor will not make any statements, admissions or public remarks which may prejudice the interest of the Bank.</p> <p>22.1.8.7. The Vendor shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and other vendors/service providers).</p> <p>22.1.9. The indemnification, as contained in this Clause, is only a remedy for the Bank. Nothing in this Clause shall be deemed to absolve the Vendor from its responsibility of complying with its obligations, statutory as well as contractual.</p> <p>22.1.10. The Vendor shall keep the Bank harmless, and undertake to observe, adhere to, abide by, comply with and notify the Bank that it complies with all Central, State,</p>	
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		<p>Municipal laws and local laws and rules and regulations in force including all applicable Statutes/Legislations pertaining all the its officers/ staff/personnel/representatives/agents deployed by them for the scope of work (stipulated in the Request for Proposal/Quotation) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard &amp; Rules/Regulations/Guidelines issued by the Government/ Reserve Bank of India or any other Authority, as applicable from time to time;</p>	
93	<p>Page-157, Clause 18 Compliance with Laws</p>	<p>The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP.</p> <p>Further the selected Bidder shall undertake to observe, adhere to, abide by, comply with all applicable Statutes/Legislations pertaining all the its officers/ staff/personnel/representatives/agents deployed by them for the scope of work (stipulated in the Request for Proposal/Quotation) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard &amp; Rules/Regulations/Guidelines issued by the Government/ Reserve Bank of India or any other Authority, as applicable.</p> <p>The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure of the project.</p>	<p>The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.</p> <p>This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank</p>

			<p>about compliance with all laws in force including Information Technology Act 2000, as amended from time to time, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.</p> <p>The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project (as applicable to its scope) or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.</p> <p>The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practising Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project.</p>
94	RFP Page – 167, Clause- 38, Limitation of Liability	Clause was deleted in subsequent corrigendum published under Bank’s website on 11.08.2022 as a continuation of terms of conditions of this RFP	<p><b><u>Re-Introduced under Part – V, Clause – 38, LIMITATION OF LIABILITY</u></b></p> <p>i. For breach of any obligation mentioned in this Contract, subject to point no. (iii), in no event Vendor shall be liable for damages to the Bank arising under or in connection with this Contract for an amount exceeding the total project cost/contract value.</p>

			<p>ii. Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.</p> <p>iii. The limitations set forth in point no. 17.1 shall not apply with respect to:</p> <ul style="list-style-type: none"> <li>a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.</li> <li>b) damages occasioned by the gross negligence or willful misconduct of Vendor.</li> <li>c) damages occasioned by Vendor for breach of confidentiality obligations.</li> <li>d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to Vendor's scope of work as identified in the project.</li> </ul> <p>iv. The Vendor shall not be liable to the Bank for</p> <ul style="list-style-type: none"> <li>• Any loss of profits, revenue, contracts, or anticipated savings or</li> <li>• Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claim made by Regulatory Authorities for reasons attributable to breach of services provided / obligation under this Contract and by the Vendor.</li> </ul>
95	RFP Page – 76, Part IV, Scope of Work --> 2.28	<p>The ATS support for Solution should include the following: i. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes will be provided at no additional cost to the Bank. However, only major version upgrades, if required by the Bank will be undertaken as per mutually agreed terms and conditions and cost. ii. Program updates, patches, fixes and critical security alerts as required iii. Documentation updates iv. Support for application related malfunctions as defined in SLAs and ability to log requests online. v. The OEM must conform to a response time aligned to service levels defined in section Service Level Availability and</p>	<p>The ATS support for Solution should include the following: i. Any kind of Enhancement, modifications, customization, patches, upgrades within the implementation (before go-live sign-off) period under the purview of existing scope of work due to statutory, regulatory, industry, changes will be provided at no additional cost to the Bank. Post go-live, any minor enhancement /modifications / customization /patches /upgrades on the existing implemented module/ functionalities/ instruments due to any statutory or regulatory (specifically for RBI, MAS &amp; HKMA or any other regulatory authority or any statutory country specific guidelines where Bank is engaged in doing business) changes shall be provided at no additional cost to the Bank. However, only major</p>

		Monitoring.	version upgrades, if required by the Bank will be undertaken as per mutually agreed terms and conditions and cost. ii. Program updates, patches, fixes and critical security alerts as required iii. Documentation updates iv. Support for application related malfunctions as defined in SLAs and ability to log requests online. v. The OEM must conform to a response time aligned to service levels defined in section Service Level Availability and Monitoring.
96	RFP Page – 47, Part IV - 1.2	Incorporate changes in the system arising on impact of amendments to regulator's direction at no additional cost and well within timeline stipulated by the regulator	The proposed application should be capable and scalable enough to incorporate, accommodate, integrate, implement any changes in the system arising on impact of amendments to regulator's direction and well within timeline stipulated by the regulator (specifically for RBI, MAS & HKMA or any other regulatory authority or any statutory country specific guidelines where Bank is engaged in doing business).
97	RFP Page – 83, Part IV - 2.31	The scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with Bank's requirements and any statutory or regulatory guidelines	The proposed application should be capable and scalable enough to incorporate, accommodate, integrate, implement any changes into the proposed solution as suggested by the regulatory or statutory authority of India, Hongkong, Singapore, RBI, MAS, HKMA and other country specific statutory guidelines at the discretion of Bank.
98	RFP Page- 226, Annexure XXVI - Resource Experience	<p>Team Lead Treasury &amp; Trade Finance (Functional)</p> <ul style="list-style-type: none"> <li>➤ MBA/ Engineer / Diploma From reputed college with first division</li> <li>➤ Experience in managing large teams/ projects and dealing with Treasury &amp; Trade Finance (depending on for which application the resource is proposed as module lead)</li> <li>➤ Having Relevant experience of more than 8 years in the Proposed Treasury &amp; Trade Finance Application for which name is proposed</li> <li>➤ Have worked as Team lead of application In at least one Scheduled Commercial Banks in India /outside India in Treasury</li> </ul> <p>Team Lead Treasury &amp; Trade Finance (Technical)</p> <ul style="list-style-type: none"> <li>➤ MBA/ Engineer / Diploma From reputed college with first division</li> <li>➤ Experience in managing large teams/ projects and dealing with Treasury &amp; Trade Finance technical (depending on for which application the resource is proposed as module lead)</li> </ul>	<p>Team Lead Treasury &amp; Merchant Forex (Functional)</p> <ul style="list-style-type: none"> <li>➤ MBA/ Engineer / Diploma / Master of Commerce / Chartered Accountant From reputed college with first division</li> <li>➤ Experience in managing large teams/ projects and dealing with Treasury &amp; Trade Finance (depending on for which application the resource is proposed as module lead)</li> <li>➤ Having Relevant experience of more than 8 years in the Proposed Treasury &amp; Trade Finance Application for which name is proposed</li> <li>➤ Have worked as Team lead of application In at least one Scheduled Commercial Banks in India /outside India in Treasury</li> </ul> <p>Team Lead Treasury &amp; Merchant Forex (Technical)</p> <ul style="list-style-type: none"> <li>➤ MBA / Engineer / Diploma / Master of Commerce From reputed college with first division</li> <li>➤ Experience in managing large teams/ projects and dealing with Treasury &amp; Trade Finance technical (depending on for which application the resource is proposed as module lead)</li> <li>➤ Having Relevant experience of more than 8 years in the Proposed Treasury &amp; Trade Finance technical for which name is proposed</li> <li>➤ Have worked as Team lead of technical/application In at least one Scheduled Commercial Banks in India / outside India in Treasury.</li> </ul>

		<ul style="list-style-type: none"> <li>➤ Having Relevant experience of more than 8 years in the Proposed Treasury &amp; Trade Finance technical for which name is proposed</li> <li>➤ Have worked as Team lead of technical/application In at least one Scheduled Commercial Banks in India / outside India in Treasury.</li> </ul>	
99		INTELLECTUAL PROPERTY RIGHTS	<p><b><u>Added under Part – V, Clause – 51, INTELLECTUAL PROPERTY RIGHTS</u></b></p> <p>i. All copyrights, trademarks, patent, trade secret design and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights.</p> <p>ii. Neither party will gain by virtue of this Contract any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the parties prior to the date of signing of this Contract, other than customized software made by Vendor for Bank during the contract period.</p> <p>iii. Bank owns all right, title and interest in and to the Bank's intellectual property rights existing prior to the "Effective Date" and all modifications and enhancements to, and derivative works from, such pre-existing intellectual property rights (collectively, "Bank Intellectual Property"). Nothing in this Contract transfers any ownership or title in or to any Bank Intellectual Property to Vendor or any third party. Subject to the limitations set forth in this Clause, Bank would grant access specifically and exclusively for the limited purpose of implementation of the proposed comprehensive and integrated technology solution to the Vendor to use of such of Bank Intellectual Property (excluding trade secrets, patents and trademarks) which may be reasonably necessary for the Vendor to perform its obligations under this Contract. Vendor hereby covenants with the Bank that the Vendor shall not use the same for any purpose other than the purpose for which the Bank will grant access to Vendor.</p> <p>iv. The "Software" directly acquired by the Bank from a software original equipment manufacturer, as part of the Implementation Services described in the Statement of Work, the software original equipment manufacturer will own all right, title and interest in and to such software existing prior to the "Effective Date" and all modifications and enhancements to, and derivative works from, such software (collectively, the "Third Party Intellectual Property"). Nothing in this Contract transfers any ownership in or any title to any Third Party Intellectual Property to the Bank. Any issues arising out of third-party products or services shall be governed exclusively by the End User License Agreement and support agreement signed directly between the Bank and the original equipment manufacturer. Bank shall comply with the license terms, as may be</p>

			<p>specified by the respective licensors, applicable for the use of the Software provided under this Contract. Bank shall use such IP for its internal use only.</p> <p>v. All intellectual property developed during the term of this Contract that is neither Bank Intellectual Property nor Vendor Intellectual Property nor Third Party Intellectual Property ("New Intellectual Property"), shall be owned by Vendor , as between the Bank and Vendor, Vendor hereby grants the Bank an irrevocable, non-exclusive, world-wide perpetual license to use, execute, reproduce, display, perform and distribute New Intellectual Property without payment of any further amount for use within the Bank's Enterprise.</p> <p>vi. For the purpose of this Contract, "Enterprise" shall mean and include any legal entity in which the Bank holds/ will hold shares at least to the extent of fifty percent (50%). Subject to Vendor having received the corresponding payment from the Bank, the Bank shall own all Intellectual Property Rights in all software and other materials (excluding any Vendor or third party products including any modifications, enhancements or customization made thereto) produced exclusively for the Bank by the Vendor pursuant to the project including any adaptations translations, derivative works and improvements that are developed by the Vendor, specifically and exclusively for the Bank whether protectable as a copyright, trademark, patent, trade secret and design or otherwise. The ownership of all Intellectual Property Rights in any information or materials provided to the Vendor by the Bank shall remain vested in the Bank. The ownership of all Intellectual Property Rights for any Bank customer information or materials provided to the Vendor by the Bank shall remain vested in the Bank.</p> <p>vii. Nothing shall restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to data processing or network management, which either Party, individually or jointly, develops or discloses under this Contract, unless it is developed exclusively for the Bank use by the Vendor. The Vendor shall also at all point of time be under the obligations imposed under the terms of confidentiality while making use of such ideas, concepts, know-how or techniques. Also, such use shall not infringe either Party's patent rights or copyrights or a breach of confidentiality obligations. However, except for the licenses expressly granted by an agreement between the Bank and the Vendor, neither of the parties shall infringe on any patents or copyrights of the other Party.</p> <p>viii. All IPR in "software and other materials" made exclusively for the Bank shall vest with the Bank alone. Material specifically developed by the Vendor for the Bank are defined as "Bank Materials" and same shall be passed on by the Vendor during the contract period.</p>
100	RFP Page – 47 & 239	DR - Should be deployed at 100% capacity of Production	DR - Should be deployed at 100% capacity of Production in HA (High Availability Active – Active)

### 3. Other modified Section:

#### 1. Payment terms

<b>Deliverables</b>	<b>% Of Payment</b>	<b>Stages (On Completion of the activities)</b>
<b>Hardware</b>	85%	Delivery of the Hardware and submission of invoice with Proof of Delivery and other documents
	10%	On Successful installation and acceptance of the infrastructure / hardware by the Bank
	5%	After Successful Go-Live
<b>Database systems, OS &amp; Other Peripheral</b>	85%	Delivery of the Hardware and submission of invoice with Proof of Delivery and other documents
	10%	On Successful installation and acceptance of the infrastructure / hardware by the Bank
	5%	After Successful Go-Live
<b>Application licenses (Treasury)</b>	70%	Delivery of Base version of respective application software and on submission of Invoice and proof of Delivery.
	10%	On successful completion of current state assessment, gap analysis and system specification definition Phase for respective applications
	10%	On UAT sign off for respective applications
	10%	On successful release of customized software to production, for respective applications
<b>Solution Implementation Cost (Treasury)</b>	30%	SRS Sign-off of respective application
	30%	Application installation, Configuration & Master Set up in UAT environment
	20%	Development & Customization in UAT Environment
	20%	On successful release of customized software to production, and After 3 months of go-live, after realizing penalty charges/LD for late delivery, if any

<b>Training</b>	100%	Will be paid as and when each batch of training is completed
<b>AMC/ ATS</b>	ATS Yearly in Advance, AMC Quarterly inArrears	The AMC/ATS shall commence on completion of the warranty period (3 years for hardware and One year for software/services). <b>* AMC / ATS warranty of all components will start after Go live of that Component only. Bidder has to provide (a warranty of 3 Years for Hardware and 1 Year for Software).</b>
<b>Managed Services</b>	Quarterly in arrears	The Bidder shall provide managed services for all in scope software and hardware. The facilities management costs towards managed services will therefore commence after successful Go-Live of the project and sign off by the Bank for Phase 1 Section-A. The bidder must note that the managed services should be available for all environments viz., production
<b>Hardware &amp; Peripheral software installation &amp; commissioning</b>	40%	On successful implementation of hardware & peripheral software
	50%	On successful completion and acceptance of hardware & peripheral software by the Bank
	5%	After three months of acceptance sign off by the Bank
	5%	After 3 months on successful release of customized software to production or After 3 months of go-live whichever is later, after realizing penalty charges/LD for late delivery, if any
<b>Escrow</b>	Yearly in Advance	Escrow Payment will start after Go-Live
<b>Quality Assurance</b>	25%	On submission of the "Before UAT" Report
	25%	On Sign off the "Before UAT" report by Bank
	25%	On submission of the "After Go-Live" Report
	25%	On Sign off the "After Go-Live" report by Bank
<b>Charges for testing Agency</b>	10%	Bank's Sign-off on test cases & scenarios submitted by agency
	20%	On testing the base version and submitting the gap analysis
	20%	On testing and submission of test report on customized solution
	20%	Testing sign-off given by Agency on the final test cases and scenarios
	20%	Bank's sign-off on testing carried out by agency on the final test cases and scenarios
	10%	Release to production after stabilization period of 1 month
<b>Charges for Data Migration Audit</b>	25%	Submission of Data Migration Audit Strategy Document
	25%	Installation of Tool



	35%	Field Wise (Pre-Migration Reports)
	15%	Field Wise (Post-Migration Reports)
<b>3rd party Configuration Review, Audit and Model setup</b>	20%	Submission of Configuration Review report "Before Go-Live"
	20%	Submission of VAPT Report "Before Go-Live"
	20%	Submission of IS Audit and Functional and technical Specification Report "Before Go-Live"
	20%	Submission of Configuration Review report "After Go-Live"
	10%	Submission of VAPT Report "After Go-Live"
	10%	Submission of IS Audit and Functional and technical Specification Report "After Go-Live"
<b>User Defined Customization</b>	40%	When the Customization is delivered in UAT after having the SIT Sign off
	40%	After getting the UAT Sign off by the Bank
	10%	ON Go-Live
	10%	after three months of successful go-live

Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement. Bidder needs to submit the proof of Bill of Lading, Custom duty paid etc along with the invoice of Hardware / Software imported and supplied by them. In the absence of these documents, genuineness of the equipment imported/supplied by the vendor could not be verified.

Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within 30 working days from the date of receipt of the invoice, only in exceptional circumstances will Bank raise a dispute beyond 30 working days. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) working Days of the settlement of such disputes.

## 2. Schedule of Implementation

Implementation Roadmap and Schedule of Delivery for all three centres India, Hongkong & Singapore in a consolidated table chart

Asset Classes	Functionalities	Phase-1 Delivery for Treasury RFP of India, Hongkong & Singapore		Phase-2
		<p><b><u>Section – A</u></b></p> <ol style="list-style-type: none"> <li>Required for all three centres from Day-1</li> <li>Though the same has been mentioned for specific countries, the same should be available for all three countries from Day-1</li> </ol>	<p><b><u>Section – B</u></b></p> <ol style="list-style-type: none"> <li>These functionalities/ modules/ instruments should be provided under the same licenses of Section-A.</li> <li>These functionalities/ modules/ instruments will be implemented later on, as and when required by Bank, on mutual terms and conditions and cost.</li> <li>Bidder needs to consider the sizing of the hardware after considering the Section-B functionalities / modules / instruments.</li> </ol>	<p>OEM, needs to provide written confirmation that proposed solution should have the capability and enough scalability to accommodate, integrate &amp; implement the following functionalities / modules / instruments without any difficulty, as and when required by Bank, on mutual terms and conditions and cost.</p>
Debt Asset Class	Fixed Income Securities, IRS/CIRS, Bond OTC Options, Warrants, Futures, Traded Options	<p><b><u>1. Fixed Income: IN, SG &amp; HK:</u></b></p> <ul style="list-style-type: none"> <li>Bonds (Fixed, Floating, Inverse Floater, Perpetual, Callable/Putable)</li> <li>Bonds (Govt., Corp, Muni, Floating rate bond, When Issued)</li> <li>Repurchase Agreements (Term / open)</li> <li>Triparty Repo</li> <li>Pledge</li> <li>Securities Lending Security Basket</li> </ul> <p><b><u>SG Specific:</u></b></p>	<p><b><u>1. Fixed Income:</u></b></p> <ul style="list-style-type: none"> <li>Asset Backed &amp; Mortgage Backed</li> <li>Securities Lending: <ul style="list-style-type: none"> <li>✓ Fee Trade/Fee Rerate</li> <li>✓ Fee Principal Mark to Market</li> <li>✓ Fee in same or different currency</li> <li>✓ Rebate Trade /Rebate Rerate</li> </ul> </li> </ul> <p><b><u>2. Interest Rate Derivative</u></b></p>	<p><b><u>Interest Rate Derivative</u></b></p> <ul style="list-style-type: none"> <li>• Spread Cap/ Floor</li> <li>• Callable Zero Coupon Swap</li> <li>• Callable / Non-Callable Range Accrual Swap/ Note</li> <li>• Callable /Non-Callable Snowball Swap/Note</li> <li>• Target Redemption Swap/Note</li> <li>• Callable Exotic Swap</li> <li>• Extendible Swap</li> <li>• Structured Swap</li> <li>• Structured Basis Swap</li> </ul>

		<ul style="list-style-type: none"> <li>• Banker's Acceptance Facility</li> <li>• RIETS</li> <li>• AMR Bill - MAS Bill / SGS Bond / SGD T Bill / USD T Bill &amp; Notes / USD Bond</li> <li>• Non-SLR - Corporate Bonds / Credit Linked Notes / Amortizing Bonds</li> <li>• IR Caps / Floors / Collars</li> <li>• Currency F &amp; O's</li> </ul> <p><b><u>IN Specific:</u></b></p> <ul style="list-style-type: none"> <li>• Securities Lending Fixed Income Securities</li> <li>• Listed Bond Futures &amp; Options</li> <li>• Vanilla OTC options on Government Bonds</li> <li>• Convertible Bonds</li> <li>• SLR – CG &amp; SG Securities / Treasury Bills / Other SLR Bonds</li> <li>• Non-SLR – Non-SLR Bonds / PSU, FI, NBFC Bonds / Debentures &amp; Corporate Bonds / CDs &amp; CPs / PTCs &amp; Amortizing Bonds / ARCIL</li> </ul> <p><b><u>HK Specific:</u></b></p> <ul style="list-style-type: none"> <li>• Listed Bond Futures &amp; Options</li> <li>• Banker's Acceptance Facility</li> <li>• Convertible Bonds</li> <li>• ALR – Govt Securities of major countries / US Treasury Bills / Hongkong Dollar EFN</li> <li>• Non-SLR – Corporate Bonds / Credit Linked Notes / Amortizing Bonds</li> <li>• Repurchase Agreement:- <ul style="list-style-type: none"> <li>✓ Fixed Income Securities</li> <li>✓ Single/Cross Currency</li> <li>✓ Fixed/ Floating Rate</li> <li>✓ Single/Multi Collateral</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Zero Coupon Swap</li> <li>• Quanto Swap</li> <li>• Vanilla Cap/ Floor/ Collar/ Corridor/ Straddle</li> <li>• Digital Cap/ Floor/ Collar/ Corridor/ Straddle</li> <li>• Cancellable Fixed Rate Swap</li> <li>• Asset Swaps</li> <li>• Leverage Cap/Floor</li> </ul> <p><b>3. Inflation Linked</b></p> <ul style="list-style-type: none"> <li>• Inflation Swap, ZC and YOY</li> <li>• Inflation Cap/Floor, ZC and YOY</li> <li>• Coverage includes: US, Canada, Euro-zone, France, UK, Japan, Australia, South Africa</li> </ul>	<ul style="list-style-type: none"> <li>• Structured Digital Cap/ Floor/Collar/Corridor/Straddle</li> <li>• Cancellable Cross Currency Swap</li> </ul> <p><b><u>Treasury Lock</u></b></p>
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		<ul style="list-style-type: none"> <li>✓ Streamlined Substitution / Repricing, Partial Return, Interest Clean up, Rerate Screen</li> <li>✓ Country Specific: General Collateral (USA), DBV (UK), PLI (France), Gensaki (Japan)</li> <li>✓ Buy/Sell Back</li> </ul> <p><b>2. <u>Interest Rate Derivative</u></b></p> <p><b><u>IN, SG &amp; HK:</u></b></p> <ul style="list-style-type: none"> <li>• Vanilla Swap &amp; Vanilla Basis Swap</li> <li>• Cross Currency Swap &amp; Cross currency Basis Swap</li> <li>• Overnight Index Swap</li> <li>• FRA</li> <li>• Future on Interest Rate</li> <li>• Interest rate Swap</li> <li>• IR Swaptions</li> <li>• IR / Bond F&amp;O's</li> </ul> <p><b><u>IN Specific:</u></b></p> <ul style="list-style-type: none"> <li>• IR Caps / Floors / Collars</li> <li>• Retail G Sec</li> </ul> <p><b><u>SG Specific:</u></b></p> <ul style="list-style-type: none"> <li>• IR Caps / Floors / Collars</li> <li>• Currency F &amp; O's</li> </ul> <p><b><u>HK Specific:</u></b></p> <ul style="list-style-type: none"> <li>• FX OTC options</li> <li>• Currency F &amp; O's</li> <li>• Convertible Bonds</li> <li>• CFD- Non Deliverable Forward</li> <li>• Mark to Market Cross Currency Swap</li> <li>• Non-Deliverable Swap</li> <li>• Constant Maturity Swap</li> </ul> <p><b>3. <u>Inflation Linked</u></b></p> <ul style="list-style-type: none"> <li>• Inflation Indexed Bond</li> </ul>		
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<p><b>EQ Asset Class</b></p>	<p>Equities, Equities OTC Options, Equity Swaps, Warrants, Futures, Traded Options, Mutual Funds</p>	<p><b><u>IN, SG &amp; HK:</u></b></p> <ul style="list-style-type: none"> <li>• Equities</li> <li>• Preference Shares</li> <li>• Rights &amp; Warrants</li> <li>• Mutual Funds</li> <li>• REITS</li> <li>• ETFs</li> <li>• Venture Capital</li> <li>• OTC Single –Stock and Basket options</li> <li>• Securities Lending <ul style="list-style-type: none"> <li>✓ Equities</li> <li>✓ Fee Trade/ Fee Rerate</li> <li>✓ Fee Principal Mark to Market</li> <li>✓ Fee in same or different currency</li> <li>✓ Rebate Trade /Rebate Rerate/ Repricing</li> <li>✓ Cash collateral in same or different currency</li> <li>✓ Partial/ Full Termination</li> <li>✓ Security Basket</li> </ul> </li> <li>• Repo</li> </ul> <p><b><u>IN Specific:</u></b></p> <ul style="list-style-type: none"> <li>• Corporate actions <ul style="list-style-type: none"> <li>✓ Bonus Issue, Stock split ,</li> <li>✓ Merger</li> </ul> </li> <li>• Conversion of debenture, preference share to equity</li> </ul> <p><b><u>SG Specific:</u></b></p> <ul style="list-style-type: none"> <li>• OTC Swaps:-Variance &amp; Volatility, Correlation</li> <li>• Equity linked structured Notes &amp; Swaps</li> </ul> <p><b><u>HK Specific:</u></b></p>	<ul style="list-style-type: none"> <li>• ADR and GDRs</li> <li>• Equity Forwards</li> <li>• Listed Derivatives : Index &amp; Single Stock Futures, Options, Warrants and Options-on-Futures</li> <li>• Listed Derivatives : Dividend / Volatility Futures &amp; Options</li> <li>• Barrier / Asian Options (single-stock, basket, index)</li> <li>• Look back options (single-stock, basket, index)</li> </ul>	<ul style="list-style-type: none"> <li>• Digital options (single-stock, basket, index) - Range Accruals, Accumulators</li> <li>• Exotic payoffs (Cliquet: Compound: Rainbow: Altiplano: Himalaya)</li> <li>• Portfolio Swap</li> <li>• CFD</li> <li>• Hybrid Options on Equities and FX/PM</li> <li>• Hybrid Options on Rates and FX/PM</li> <li>• PRDC (Power Reverse Dual Currency)</li> <li>• Target Redemption Callable/Auto Callable</li> </ul>
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		OTC Swaps:-Variance & Volatility, Correlation		
<b>FX Asset Class</b>	FX Spot, FX Swaps/Forwards, FX OTC Options, Warrants, Futures, Traded Options	<p><b>1. <u>IN, SG &amp; HK:</u></b></p> <ul style="list-style-type: none"> <li>• Spot</li> <li>• Forward (Deliverable Window-NDF)</li> <li>• Swap (Deliverable / NDF)</li> <li>• Accruals (Cash payout, Fx accruals, fader option)</li> <li>• FX futures</li> <li>• Flexible Forward (Merchant FX)</li> </ul> <p><b>2. <u>IN Specific:</u></b></p> <p>Interest Rate Derivative –</p> <ul style="list-style-type: none"> <li>• Vanilla options (OTC)</li> <li>• Vanilla options strategies</li> <li>• Barrier Options</li> <li>• Double Barrier Options</li> <li>• Resettable CIRS</li> <li>• Barrier &amp; Digital Swaps</li> <li>• Asset Swaps</li> <li>• Total Return Swap</li> </ul>	<ul style="list-style-type: none"> <li>• Non deliverable Vanilla options</li> <li>• Binary / Digital Options</li> <li>• Digital with Barrier Options</li> <li>• Asian Options</li> <li>• FX Listed Options</li> <li>• Look Back Options</li> <li>• Forward Start Options</li> <li>• Compound Options</li> <li>• Forward Volatile Agreement</li> <li>• Volatility &amp; Variance Swaps, Capped Swaps, and Options</li> <li>• FX Target Redemption Forwards (Vanilla, KO, Variable Leverage Ratio, Alternative Payoffs)</li> </ul>	
<b>MM Asset Class</b>	MM, Sec lending, Repos, FRA, Cash Flow, IRS/CIRS, Warrants, Futures, Traded Options	<p><b><u>IN, SG &amp; HK:</u></b></p> <ul style="list-style-type: none"> <li>• Repo &amp; Reverse Repo</li> <li>• Structured Loan &amp; Deposit (Callable &amp; Non-Callable)</li> <li>• Reciprocal Deposits (CCS)</li> <li>• Zero Coupon Bond</li> <li>• Vanilla Loan/Deposit(open &amp; term)</li> <li>• FRA</li> <li>• Money Market Interest Rate Future</li> <li>• Option on Money Market Interest Rate Future</li> </ul> <p><b><u>SG &amp; HK specific:</u></b></p> <ul style="list-style-type: none"> <li>• Borrowings &amp; Placements (InterBank)</li> <li>• Call account</li> </ul>		

		<ul style="list-style-type: none"> <li>• Transfer of Cash</li> <li>• Credit Facility</li> </ul> <p><b><u>IN specific:</u></b></p> <ul style="list-style-type: none"> <li>• Call &amp; NDS Call</li> <li>• Cash Pay / Rec <ul style="list-style-type: none"> <li>• Borrowings &amp; Placements (TREPS, RIDF, CROMS)</li> </ul> </li> <li>• LAF</li> <li>• Standing Deposit Facility (SDF)</li> <li>• CP &amp; CD</li> </ul>		
<b>Credit Derivatives</b>		<ul style="list-style-type: none"> <li>• CDS: Index, Single Name, Forward, Index Futures</li> <li>• Credit Linked Notes</li> <li>• Syndicated loans</li> </ul>		<ul style="list-style-type: none"> <li>• Managed CDO</li> <li>• CDO Squared (Normal, Cross Subordination)</li> <li>• Nth Loss Baskets</li> <li>• CDS Swaption</li> <li>• Index Options</li> <li>• Options on Index Tranches</li> <li>• CDS on Structured Finance</li> <li>• LCDX, LevX</li> <li>• Tranching LCDX</li> <li>• Contingent CDS (CCDS)</li> <li>• Risk Participation Swaps (RPS)</li> <li>• Recovery Rate Swap</li> <li>• Index Tranche</li> <li>• First-to-Default/ Nth to Default Baskets</li> <li>• TRS (Bond, Bond Basket or Market Index)</li> <li>• Single Tranche CDO</li> </ul>
<b>Hybrids &amp; Structured Products</b>				<ul style="list-style-type: none"> <li>• Dual Currency Deposits</li> <li>• Range Accruals</li> <li>• Snow Ball</li> <li>• Snow Bear</li> <li>• Inverse Floaters</li> <li>• Leveraged Floaters</li> </ul>

Commodities			<ul style="list-style-type: none"> <li>Financials</li> <li>Physicals</li> <li>Dore Bars</li> </ul> <p><b><u>Commodity Precious Metals:</u></b></p> <ul style="list-style-type: none"> <li>Spot and Forward Precious Metals</li> <li>Physical Precious Metals(Pricing by form and location)</li> <li>Precious Metals Lease /Depo</li> <li>Precious Metals Lease Rate Swap</li> <li>Options(un allocated loco-London underlying's only) <ul style="list-style-type: none"> <li>✓ Vanilla Options(OTC)</li> <li>✓ Vanilla Options Strategies</li> <li>✓ Barrier Options(Full, Partial, Expiry-Only Barriers)</li> <li>✓ Binary /Digital Options(Full, Partial, Expiry-Only Triggers)</li> <li>✓ Digital-with-Barrier options</li> <li>✓ Asian Options(Arithmetic and Geometric Averaging: verge Rate, Strike and Double Average)</li> <li>✓ Accruals(Cash Payout, FX Accrual, Fader Option)</li> <li>✓ Precious Metal Futures</li> <li>✓ Precious Metal Listed Options</li> </ul> </li> <li>Unallocated loco-London Underlying</li> </ul>
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			<ul style="list-style-type: none"> <li>• Look back options(Floating/Fixed Strike)</li> <li>• Forward Start Option</li> <li>• Compound Option</li> <li>• Forward Volatility Agreement</li> <li>• Volatility &amp; Variance Swap, Capped Swaps and Options</li> <li>• Precious Metal target redemption Forwards (Unallocated loco-London Underlying)</li> </ul> <p><b><u>Commodity Derivatives:</u></b></p> <ul style="list-style-type: none"> <li>• Financially settled Commodity Swaps (Bullet or Asian; Single- Underlying or Spread)</li> <li>• Commodity Index Swap(Excess or Total Return)</li> <li>• OTC Options- Caps &amp; Floors <ul style="list-style-type: none"> <li>✓ Vanilla, Asian, Digital, Single Barrier</li> </ul> </li> <li>• OTC Swaptions</li> <li>• Commodity Futures(Futures, Index Futures, Futures Spread)</li> <li>• Listed Commodity Options(Options on Futures, Index Future Options, CSOs, ISOs)</li> <li>• Physical Settled Forwards(Ags, Softs, Base Metals, Carbon Allowances) <ul style="list-style-type: none"> <li>✓ Cheapest to deliver for Carbon Allowances</li> </ul> </li> <li>• Physical OTC Option(exercise into Commodity Forward)</li> </ul>
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			Certificate management
<b>Islamic</b>			<ul style="list-style-type: none"> <li>• Mudarabah</li> <li>• Murabaha <ul style="list-style-type: none"> <li>-Bank Murabaha</li> <li>-Private Murabaha</li> <li>-TFO Murabaha</li> <li>-Reverse Murabaha</li> </ul> </li> <li>• Wakala</li> </ul> <p>Sukuk</p>

**Date : 03.09.2022**

**Place - Kolkata**



**UCO Bank**  
**Honours Your Trust**

**NOTICE TO THE BIDDERS**

**03.09.2022**

**Sub: Extension of Bid Submission date in respect of “Request for Proposal (RFP) for Supply, Installation, Implementation, Post- Implementation Onsite Support of End-to-End Comprehensive & Integrated Global Treasury Management Solution (CIGTMS) (Re-tendering). RFP Ref. No: UCO/DIT/774/2022-23 Date: 18/06/2022”.**

The last date for submission of bid documents for “Request for Proposal (RFP) for Supply, Installation, Implementation, Post- Implementation Onsite Support of End-to-End Comprehensive & Integrated Global Treasury Management Solution (CIGTMS) (Re-tendering)” which has been scheduled on **06.09.2022** is hereby extended **upto 16.09.2022 (4:00 PM)**. Technical bids will be opened on **16.09.2022 at 4:30 PM**.

**Deputy General Manager**  
**Department of Information Technology**  
**Head Office, Kolkata**