



UCO BANK

Department of Information Technology

RFP for End to End Reconciliation of all types of ATM & Card Transactions

(RFP REF NO: UCO/DIT/357/2016-17 Dated 03.06.2016)

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

Sl. No	Clause Number	Page Number	Sub section/ point number	Original Clause	Description of Query/ Clarification sought by Bidder	BANK RESPONSE
1		10			Request the Bank to provide the format the EMD Bank Guarantee	Format of bank Guarantee (EMD) already given in Annexure-C of the tender Document.
2		13	RFP response	All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright of	We request the Bank to treat the RFP response documents as confidential as it would contain information that are proprietary to the bidder.	Clause stands as per RFP.

				other intellectual property right that may subsist in the submission of Banking documents		
3	1.22	13		The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to their offered reconciliation services together with malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.	Further, the BIDDER would like to clarify that its indemnification obligation will be limited to direct claim amount finally awarded by the court of law and subject to the Bank:(i) notifies the BIDDER immediately after the claim is asserted or threatened, (ii) BIDDER has full control over the defence, settlement or other resolution of the claim, (iii) Bank does not take a position that is adverse to BIDDER, (iv) at BIDDER's request, Bank assists the BIDDER in defending, settling or otherwise resolving the claim, and (v) there is no modification to the Services without the written authorization of the BIDDER. The liability limit shall be capped to 3 months billing and indirect damages would need to be excluded.	The clause 1.22 stands modified as "The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to their offered reconciliation services together with malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall be as per the penalty clause mentioned in Clause NO. 1.29 of this RFP.

4	1.22	13	Indemnity	The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to their offered reconciliation services together with malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.	Request Bank to make it a part of overall contract liability not exceeding 20% of yearly billing.	The clause 1.22 stands modified as "The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to their offered reconciliation services together with malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall be as per the penalty clause mentioned in Clause NO. 1.29 of this RFP.
5	1.27 (b)	15		b. Tenure of the Contract The contract shall be for a period of Three years (unless terminated by the Bank before that date). However, after completion of initial contract period, Bank may at its own discretion extend the contract on the terms and conditions mutually agreed between the Bank and the Selected Bidder.	The following text would need to be modified "(unless terminated by the Bank before that date)" to "unless terminated by the Parties in accordance with termination clause".	Clause 1.27 (b) of the RFP has been modified as "The contract shall be for a period of Three years (unless terminated as per the Termination Clause i.e 5.15 of this RFP).

6	1.28	15		The successful bidder shall enter into a SLA with the Bank for the contract period. The SLA shall enumerate the timeliness, confidentiality, financials and also other terms and conditions for the efficient service to be rendered to the Bank. In case Bank extend the services after contract period Supplementary Service Level Agreement shall be signed for the extended period.	The SLA will be signed as per mutually agreed terms and conditions.	Clause stands as per RFP.
7	1.29	15	Penalty	The turnaround time for reconciliation of any transaction shall be T+1 day.	The reconciliation process is dependent on a number of resources external to reconciliation system. We believe that the CBS file from Bank or its RRB will be made available in the morning of T+1 before the initiation of reconciliation process and that the reconciliation reports are required at EOD of T+1. Also the TAT will get affected based on availability of network files, input files from Bank CIT vendor and scheduled/unscheduled holidays. While Bidder's resource will highlight such instances to Bank, we believe Bank will not invoke penalty in such cases. Please confirm if the understanding is correct.	Said clause stands as per RFP. Clause 1.29 is self explanatory regarding invoke of penalty.

8	1.29	15	Penalty		Penalty exclusions would need to be captured. Cumulative penalty cap would need to be included.	Clause stands as per RFP
9	1.27	15	Start of Service	The vendor shall be responsible for operationalized the reconciliation services within 30 days from the date of issuance of Letter of Intent (LOI).	30 days of implementation time is extremely low considering that hardware procurement is to be done by Bidder. A minimum of 120 working days are required for implementation of reconciliation system and fully operationalized as per industry standards. Request Bank to please extend the implementation period to minimum of 120 days. We also request Bank to keep the time required for procurement of hardware and deployment at Bank premises out of scope of the implementation timeline. Request Bank to confirm.	Clause 1.27 of the RFP has been modified as "On selection of the L1 bidder, an LOI will be issued by the Bank. Thereafter within next 7 days, bidder has to submit the Performance Bank Guarantee and execute the Service Level Agreement with the Bank. Subsequently bank will issue the purchase order. The vendor shall be responsible for operationalized the reconciliation services within 90 days from the date of issuance of Letter of Intent (LOI)."
10	1.27	15		Reconciliation and Turn around Period: The turnaround time for reconciliation of any transaction shall be T+1 days.	Request bank to change the TAT from T+1 to T+2 as the reconciliation will also include force matching of transactions by the vendor which may require bank officials involvement too for exceptional cases.	Clause stands as per RFP

11	1.27(A)	15		. Start of Service On selection of the L1 bidder, an LOI will be issued by the Bank. Thereafter within next 7 days, bidder has to submit the Performance Bank Guarantee and execute the Service Level Agreement with the Bank. The vendor shall be responsible for operationalized the reconciliation services within 30 days from the date of issuance of Letter of Intent (LOI).	Stipulation of 30 days for the start of the service is not possible at all. First the migration data, GAP study, system configuration will itself take minimum 4 months. Hence it is suggested that the reconciliation service may be operationalized within 4 months excluding 10 days of parallel run from the date of issue of Letter of Intent	Clause 1.27 of the RFP has been modified as "On selection of the L1 bidder, an LOI will be issued by the Bank. Thereafter within next 7 days, bidder has to submit the Performance Bank Guarantee and execute the Service Level Agreement with the Bank .Subsequently bank will issue the purchase order. The vendor shall be responsible for operationalized the reconciliation services within 90 days from the date of issuance of Letter of Intent (LOI)."
12	1.27(B)	15		Tenure of the Contract The contract shall be for a period of Three years (unless terminated by the Bank before that date). However, after completion of initial contract period, Bank may at its own discretion extend the contract on the terms and conditions mutually agreed between the Bank and the Selected Bidder.	Can the bank indicate the extension period after the expiry of initial period of 3 years?	Bank may at its own discretion extend the contract on the terms and conditions mutually agreed between the Bank and the Selected Bidder for further period of 2 years.

13	PENALTY ATM GL ACCOUNTS	16	1.29		<p>We can provide ATM reconciliation on T+5 basis provided the respective vendors furnish their CTR reports to us.</p> <p>Network Settlement Accounts: We shall try to adhere to the time schedule. However in case the bank post any amount in the respective GL heads without informing the vendor will pose difficulty in reconciling the GL heads. In short all the entries are to be posted only through vendor system only.</p>	Clause stands as per RFP. The detail process shall be discussed with selected vendor at the time of implementation and will be finalised mutually.
14		17	ATM GL Accounts:	The penalty would be calculated and will be recovered from the billing amount payable to the bidder.	Request Bank to consider penalty deduction by mutual discussion not from deducting from monthly billing	Clause stand as per RFP
15	1.29	17	1.29	Penalty The penalty/compensation payable to the cardholders as per RBI directives present and future, for delayed settlement of failed ATM transactions has to be borne by the bidder.	Other vendors such as MOF, EJ pulling, Cash Management vendor's involvement is required settling customer disputes. In the event of delay in getting required inputs from these vendors bidder should not be penalized.	RFP Clause 1.29 i.e Penalty is self-explanatory. However the reasons which are not attributable to the reconciliation vendor bank may not impose penalty on case to case basis after thorough scrutiny

16	2.1	18	2	<p>The vendor should have minimum of 3 years of experience in implementation of Reconciliation solution and services of ATM Card transactions in atleast two scheduled commercial Bank in India (including one PSU Bank) and handling such operations as on RFP submission date.</p>	<p>We understand that the process of reconciliation and settlement is same for all scheduled commercial Banks irrespective of being PSU and there are no separate reconciliation guidelines/process from RBI/Visa/NPCI or any regulatory body for PSU Bank reconciliation, settlement and arbitration. The bidder is already working with PSU Banks for Switching purposes and is the 1st company to migrate a PSU Bank from Licensed Base24 platform to Hosted platform which gives us sufficient experience in PSU domain. Additionally Bank has put a techno-commercial evaluation process which ensures quality product from Bidders irrespective of PSU experience. Hence in the interest of Bank encouraging healthy participation from experienced payment system players, we request Bank to remove the clause of PSU Bank and consider the experienced of Schedule Commercial Banks.</p>	<p>The clause modified as under:</p> <p>The vendor should have minimum of 3 years of experience in implementation of Reconciliation solution and services of ATM Card transactions in atleast one scheduled commercial Bank in India of having more than 2500 ATMs in one of the Bank and handling such operations as on RFP submission date.</p>
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17	3.4	20	3.4	Commercial Evaluation/Reverse Auction The Bidders whose' Price Bid (indicative) have not been rejected / disqualified by the Bank will be asked to participate in the reverse Auction, which will be conducted for determining the L1 vendor separately for each item.	On page no. 61 (Commercial Response Format) it indicates end to end reconciliation cost. However there is no separate column for each item. Request for clarification.	Subject text modified as under: The Bidders whose' Price Bid (indicative) have not been rejected / disqualified by the Bank will be asked to participate in the reverse Auction, which will be conducted for determining the L1 vendor.
18	Part IV	24	Scope of Work	Any other third party tools / applications required to run the application will also have to be provided by the bidder. Proposed Hardware specification should be provided by the bidder along with the Bid.	Since Bidder shall deploy hardware in Bank DC, maintaining products from 2 OEMS for backup, Antivirus, OS patching etc. software's will increase complexity for Bank and TCO for Bank. The same functions will be performed by two products. Hence advise Bank to modify the clause and allow Bidder to integrate Bidder hardware with existing network and security infrastructure and also provide rack space.	Bank will allow the bidder to keep the Hardware in the Bank's Network. However the rack for keeping the hardware and Antivirus etc. has to be provided by the Selected bidder. The bidder has to keep its hardware in the same premises where reconciliation team will be stationed or at any location as desired by the Bank.
19	Part IV	24	Scope of Work	The bidder should either own the software or hold license, with the right to customize the solution if required during the tenure of the contract. No additional cost for any form of customization to meet the scope will be paid by the Bank.	We believe that cost due to changes invoked by Bank or Bank's business requirements will be borne by Bank. Please confirm.	No charges for changes in the software shall be paid by Bank. Bank will pay only the per transaction cost as derived through this tender.

20	Part IV	24	Scope of Work	The bidder shall deploy adequate number of skilled & experienced manpower to carry out reconciliation of ATM Card transactions and ATM Balancing considering fallback / disaster arrangements.	Request Bank to confirm the BCP location for disaster arrangement. Also believe that Bank understands the TAT might not be met for disaster scenario. Please confirm.	Clause stand as per RFP
21	Part IV	24	Scope of Work	The space for hosting the solution and for carrying out the operations such as telephone line shall be provided by Bank at any of the Banks premise in Mumbai or from any other location decided by the Bank from time to time.	We believe the requirement is about location for Bidder's designated official. The requirement is open ended and Bank may want Bidder to provide more number of resources than budgeted for. Hence request Bank to confirm the number of such locations from where the support is to be provided and that this location will be within India.	The location will be within India and support is required from single location at a single point of time.

22	Part IV	25	Scope of Work	The bidder should provide all interfaces required with CBS, ATM Switch, DCMS, Web services, other packages provided by the networks, Dispute Tracker of the bidder and any other systems.	We understand that Bidder is required to make batch interface with CBS, ATM Switch, DCMS, and SFTP for CBR/EJ. Request Bank to please clarify and provide details on what all web services needs to integrated to. Also we believe that Bidder resource needs to use the Network provided URLs for completion of reconciliation/arbitration and there is no interface required for same. Please confirm if there are any other interfaces that Bank wants Bidder to provide apart from the above list.	Clause stands as per RFP. It is clarified that Web services for SMS purpose or Chargeback tracking purpose from CBS end may be required.
23	Part IV	25	Scope of Work	The turnaround time for reconciliation of any transaction shall be T+1 day. The bidder will be required to follow-up with branch, Banks ATM Managed Service Provider and Ministry of Finance (MOF) Service Providers, other Banks for obtaining data files/settlement files/CBR/EJ/JP/CCTV/DVR Footage or any other information required for reconciliation of ATM, claim settlement and Network Reconciliation of Transaction.	We believe that Bank will provide a SPOC for follow up with Bank Branches/MOF/vendors for required collaterals for reconciliation purposes. Delay caused due to Bank, Bank's vendors, MOF Service providers should not be attributable for delay in reconciliation. Please confirm.	It is clarified that delay in providing data by Bank or its vendor will not attract any penalty to the Reconciliation Service provider.

24	Part IV	25	Scope of Work	As per requirement of the Bank, the bidder may also have to handle the reconciliation of other payment systems like Mobile Banking, Credit Card, IMPS (immediate Payment Service), Mobile Wallet, Cordless Payment, Pre-Paid Card E-Banking, Bill Desk and other Payment Gateways, mobile recharge, Online Payment Gateway, Micro ATM Transactions or any other enhancement and new services from time to time during the contract period etc. with the same per transaction cost.	The complexity of reconciliation for the proposed channels may differ from normal ATM transaction reconciliation. Request Bank to keep this as out of scope. If in-scope, only transaction matching can be done for host systems not provided by the Bidder. Posting or reconciliation of GL accounts will be out of scope for the Bidder. Request Bank to confirm	Clause stand as per RFP
25	Part IV	25	Scope of Work	The successful Bidder has to provide the necessary resources available to manage the application as per the policy of the Bank.	L1 support will be managed by Bidder's local team at Bank premises, L2 and L3 will be provided through remote support. Request Bank to confirm	It is the responsibility of the bidder to comply the scope and timeline as per the RFP.
26	Part IV	25	Scope of Work	Selected bidder has to attend the call and e-mail from the branches as well as from customers on the dedicated phone number and e-mail given by the Bank at act promptly on time bound manner.	This RFP has been designed for B2B arrangement and it is a standard industry practice to keep reconciliation services as a Business Process. Attending customer phone call will change the scope to B2C which should be ideally handled by Bank's customer service/helpdesk. Request Bank to keep the scope of customer call handling out of this RFP.	The said clause stands modified as "Selected bidder has to attend the call and e-mail from the branches on the dedicated phone number and e-mail given by the Bank as per the SLA agreement."

27		25	Scope of Work	The selected bidder has to reconcile the transaction done through Cash Recycler/Cash Deposit machines connected to ATM Switch and NFS Network and its subsequent GL Heads of CBS.	Need to have details of no. of Cash recyclers/Cash deposit machines & future plans of introducing more no. of Cash recyclers/Cash deposit machines	Bank has installed some Cash Deposit machines but they are not yet connected to Switch. In future also Bank may install Cash Deposit Machine/Cash Recyclers through EFT Switch. For all transactions done through these machines, selected vendor has to carry the reconciliation.
28		25	Scope of Work	The successful Bidder has to impart necessary basic training to the employees of the bank to handle the system in case of need.	Since the RFP is on hosted model, request the Bank to confirm the requirement for the training needs to manage the system.	The vendor has to provide training to Bank's team regarding raising Dispute and carrying other day to day activity like report checking etc.
29		25	Scope of Work	The selected bidder may also carry out the reconciliation of transactions of Banks sponsored RRBs (Regional Rural Banks) with the same transaction cost.	Request the Bank to confirm the scope of reconciliation as we understand these are separate projects under a separate contract.	Clause stands as per RFP.

30	PART-IV	25	Scope of Work	<p>The turnaround time for reconciliation of any transaction shall be T+1 day. The bidder will be required to follow-up with branch, Bank's ATM Managed Service Provider and Ministry of Finance (MOF) Service Providers, other Banks for obtaining data files/settlement files/CBR/EJ/JP/CCTV/DVR Footage or any other information required for reconciliation of ATM, claim settlement and Network Reconciliation of Transaction. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.</p>	<p>The initial call be carried out by the vendor. However if there are no proper response from the respective vendors the matter will be for escalated to the banker for necessary follow up</p>	<p>The bidder must have to produce evidence that initial call with the vendor has not been responded by respective vendor within reasonable time frame. Then the matter may be escalated to Bank for necessary follow-up.</p>
31	PART-IV	25	Scope of Work	<p>As per requirement of the Bank, the bidder may also have to handle the reconciliation of other payment systems like Mobile Banking, Credit Card, IMPS (immediate Payment Service), Mobile Wallet, Cordless Payment, Pre-Paid Card E-Banking, Bill Desk and other Payment Gateways, mobile recharge, Online Payment Gateway, Micro ATM Transactions or any other enhancement and new services from time to time during the contract period etc. with the same per transaction cost.</p>	<p>We need more clarity on credit card reconciliation. Post implementation in case the bank decides to offer new services to the customers the vendor may be paid the implementation cost and the timeframe in consultation with the bank to arrive at a suitable cost.</p>	<p>Presently credit card system is not with the Bank. However in future if Bank goes for Credit card business, the selected vendor has to carry the reconciliation of transactions and accounts. No charges for changes in the software shall be paid by Bank. Bank will pay only the per transaction cost as derived through this tender.</p>

32	4	26	Record Management	Daily cash summary and cash balance report	Daily Cash balance report will be provided by Bank in consolidated format based on which Bidder shall perform the reconciliation. Please confirm.	It is clarified that Bank will share a consolidated GL report of Cash Accounts.
33	E. Future Requirement	27	a	No additional cost for any form of customization to meet the present scope and future requirement will be paid by the Bank.	Changes done due to Bank's future requirements cannot be predicted now. Hence it should be chargeable and borne by Bank. Please confirm.	No charges for changes in the software shall be paid by Bank. Bank will pay only the per transaction cost as derived through this tender.
34	ATM Transactions Reconciliation - ONUS and Acquirer	27	2	CPP/MOF vendors for CPP Model ATMs	Request Bank to provide more details on CPP vendor	CPP (Common Procurement Process) through Ministry of Finance Project. It is clarified that MOF Vendors are termed as CPP vendor.
35		27	Scope of Work	F. 1. The system should be capable of performing 4 way reconciliation (i.e. Switch, CBS, EJ, and CBR) for ATM Transactions (ONUS and Acquirer Transactions- Credit leg) and 3 way reconciliation (i.e. Switch, CBS, and Network Switch) for Acquirer transactions- Debit leg.	W.r.t. Cash tally where CBR file will play important role - need to know whether Bank will be able to provide consolidated C3R file for all ATMs where loading has taken place on a single day.	It is clarified that Bank will share a consolidated GL report of Cash Accounts.

36		27	Scope Work of	E. No additional cost for any form of customization to meet the present scope and future requirement will be paid by the Bank	Request the bank to modify this clause to enable pricing for future modifications on mutually agreed terms as the bidder does not have visibility on the future changes to banks procedures.	No charges for changes in the software shall be paid by Bank. Bank will pay only the per transaction cost as derived through this tender.
37		27	Scope Work of	c. Bank may at its own discretion implement some new projects and reconciliation of transaction has to be carried out by the bidder. In such cases for changes to be carried out in the software and enhancement of manpower, Bank will pay only the transaction cost as derived through this tender. No charges for changes in the software shall be paid by Bank.	Since introduction of new projects/ types of transactions/ channels might require significant changes in the application, request the Bank to consider such changes beyond functionalities listed in the RFP at additional cost for the one-time changes. Also the bidder would not be privy to those changes at the time of bidding and cannot factor such costs	Clause stands as per RFP.
38	5	28	c	Tie-up Banks Outstanding	Request Bank to clarify the requirement. Is this for RRBs sponsored by UCO Bank?	The Clause 5(C) of Page No. 28 stands deleted.
39	F. ATM Transactions Reconciliation - ONUS and Acquirer	28	7	Check for duplicate processing of a single claim and also should be available to stop processing the same file more than once.	Request Bank to please clarify "claim" and whether it is to be provided by Bidder system. Raising of charge backs are done on Network/Interchange UI and deduce checks will be done by Network Systems. Request Bank to confirm.	It is clarified that the duplicate check for raising of Charge Back by Bank's branch has to be carried in the software of the bidder. The software should have the capability to carry the same.

40	F. ATM Transactions Reconciliation - ONUS and Acquirer	28	8	Generation of Accounting Entries for failed transactions for which chargeback is received, upload files in DMS and management of the chargeback received for various network, such as NFS, Visa, Master, or any Bilateral consortium networks etc. and MIS for the same.	For these exception scenarios the networks provides a standard set of reports which shall suffice Bank's requirement. Please confirm,	Clause stand as per RFP
41	G. Cash in ATM Balancing	28	1	The system should be capable to decrypt the error codes of the EJ of various ATM providers.	Since this is not a standard reconciliation requirement, request Bank to please clarify the business reason for this requirement and how this will assist the reconciliation process? We believe Bank shall provide OEM details for error codes for ATM EJ if this is to be supported.	Bank will provide the contact details of OEMs for common error codes in EJ.
42	G. Cash in ATM Balancing	28	15	Cash tallying certificate of individual ATMs	We believe this is the same as CBR report. If not, request Bank to please explain.	RFP Clause is Self Explanatory.

43	Cash in ATM Balancing	29		10. Bank maintains one office account per ATM (Cash Account) in CBS. Bank also maintains issuer office account and acquirer office account per ATM Network. On daily basis the report needs to be generated providing balances of all these accounts along with the receivables, payables, outstanding amount. Since these are running accounts the balancing of the previous period is required to be done and such outstanding balances will be taken as a cut off balance for the purpose of reporting to the Bank.	Need to have more details on balancing of the previous period, does the Bank expect any back dated reconciliation.	The selected bidder has to carry reconciliation of these accounts from the date of starting of the reconciliation job including old pending entries.
44	Cash in ATM Balancing	29		14. Contacting the Branches for obtaining EJ files/ATM Cash tallying report where cash tallying is done by the Branch for disputes resolution.	Request Bank to confirm how many branches will continue to do cash tally which bidder does not have to take over - this is required to know actual no. of ATMs to be tallied	Bidder has to carry this activity for all ATMs of Bank currently installed and to be installed in future.

45	Scope of Work	29		14. Contacting the Branches for obtaining EJ files/ATM Cash tallying report where cash tallying is done by the Branch for disputes resolution.	<p>The bidder can follow up with the branch for obtaining the data. However we would require the Bank's central team to do necessary follow up in case of non receipt of data / escalation.</p> <p>Since branch managed ATMs are being tallied by the branch will the bidder be also required to perform Cash balancing for the ATMs? How many such ATMs are managed by the branches</p>	Bidder has to carry this activity for all ATMs of Bank currently installed and to be installed in future. In case any response is not received from concern branch for resolution of problem same can be escalated to the Bank team.
46	G.4	29		Reconciliation and generation of mismatches on a daily basis of the ATM transactions (EJ File) with banks CBS host, ATM switch file, Network files. Bank will provide the CBS host file and switch file in the existing format.	Change in this format may be required only in case any mandatory data fields found missing in the raw file.	Clause stands as per RFP. However, in such scenario it will discuss with the selected vendor at the time of implementation.
47	H. Third Party Reconciliation and Accounting	30	1d	Reconciliation of all new products and tie-ups that may happen in future.	New channels and tie-ups in future may require customization to the proposed system which shall be considered through change request. Please confirm.	No charges for changes in the software shall be paid by Bank. Bank will pay only the per transaction cost as derived through this tender.

48	H. Third Party Reconciliation and Accounting	30	9	Identification of Issuer fees, acquirer fees, and option to debit credit the respective GL's.	Fees from Networks come as a consolidated entry and TIUM entry will be done based on the same entry. Please confirm if the understanding is right	Understanding is correct. However, any change in the process shall be discussed with the selected vendor at the time of implementation or changes done at network level.
49	Scope of Work	30		H. 1.c. Reconciliation of non-financial transactions and off-line VMT (VISA Money Transfer) transactions.	<p>Please clarify on the requirement /scope of reconciling non-financial txns and offline VMT.</p> <p>If the Bank requires the bidder to reconcile the non financial transactions trust the Bank will pay for the non financial transactions.</p>	It is clarified that the selected vendor has to reconcile for Financial Transactions only including VMT transactions.
50	Scope of Work	30		Reconciliation of Surcharge entries debited online and generation of difference of Base1 Base 2 file after taking into account the online entries pertaining to surcharge.	Please clarify if the surcharge reconciliation - i.e. reconciling the surcharge debited online and the difference amount as claimed by the interchange need to be reconciled or is the Bank referring to the Base I and Base II txn. amount to be reconciled to generate a diff file.	Both the difference has to be prepared.

51	Scope of Work	31		The selected bidder has to provide a web based URL to the branches for lodgement of dispute claims. Further if the Bank decides to provide the dispute claim facility through its CBS system, selected should have the capability to process those claims after downloading from CBS.	Please confirm if the access to the Bidder's Dispute Management system needs to be provided to the branches for lodging disputes. Request the bank to confirm the option they would opt for i.e. bidder has to provide web URL access to branches or CBS will generate file w.r.t. disputes and that needs to be processed. This will help in sizing infrastructure.	The selected vendor has to provide the web based Dispute Management System which shall be accessed through bank's network by all the branches/offices of the bank for lodging disputes. If required the web based DMS will be integrated with bank's core banking system.
52	H. Third Party Reconciliation and Accounting	31	12	Computation of foreign exchange fluctuation, difference for international transactions and appropriate accounting in the respective network settlement voucher as per Bank's Accounting System.	Request Bank to clarify the fluctuation in foreign exchange. Is Bank expecting Bidder to highlight in case there is a difference in settlement amount and amount posted by network? Request Bank to clarify in case the understanding is not correct.	Understanding is correct.
53	K. Dispute and Claim Management	33	1	The Bidder should have the Dispute module capable of handling the disputes related to ONUS, acquirer, issuer, POS and E-commerce transactions.	Is Bank expecting a separate Dispute Management for logging of these transactions? Please confirm.	The selected vendor has to provide the web based Dispute Management System which shall be accessed through bank's network by all the branches/offices of the bank for lodging disputes. If required the web based DMS will be integrated with bank's

						core banking system.
54	K. Dispute and Claim Management	33	2	Automated processing, Dispute Management & settlement of dispute resolution at different stages under various networks, and with tie-up banks and third party transactions as per regulatory guidelines of each network.	We understand that this will be done by the designated Bidder resource using Network provided urls for Dispute Management. Please confirm.	RFP clause is self explanatory.
55	Scope of Work	33		1.... The Dispute module should be web-based and accessible by users across various branches.	How many branches and how many such users will be required.	All Branches of the Bank and associated entities.
56	Scope of Work	35		Handle Good faith requests received from other Banks outside/within the system i.e. through email - attending to the requests and resolving the same within the period specified by the Bank.	We understand Bank referring only to those good faith claim for transactions from the date of takeover. And good faith cases for transactions prior to take over will be handled by Bank. Please confirm.	It is clarified that selected vendor will handle good faith claim for transactions from the date prior to 60 days of takeover.
57	O. MIS	38	1	ACT-4 statement should be given by selected bidder as per requirement by the Bank as per schedule.	Request Bank to clarify ACT4 statement and the fields required in the reports.	It is a general report Format. The format of the report shall be shared with selected vendor.
58	MIS	38		Generating exception reports/ regular reports and executive summary & dashboards.	Request the bank the nature of exception reports / regular reports and executive summary & dashboards required from time to time. Whether these reports are front end or adhoc reports.	RFP Clause is Self Explanatory.

59	O. MIS	39	18	h) VISA/MasterCard/NFS Foreign Exchange Transaction Difference Report	Request Bank to provide some of the key fields required in the report.	The sample report will be shared with the selected vendor at the time of implementation.
60	Compliance	40		The solution should be capable of incorporating and handling changes in procedures in terms with Bank's policies during the tenure of contract	Request the bank to modify this clause to enable pricing for future modifications on mutually agreed terms as the bidder does not have visibility on the future changes to banks procedures.	Clause stands as per RFP.
61	Scope of Work	40		Migration Support to incoming vendor Selected bidder will share all the functionalities, documents, report formats and customization logic done for Bank at the time of implementation or after implementation to the migrating vendor.	The customization logic would be proprietary to the application and cannot be shared with the Bank or the new service provider. Hence request the Bank to exclude this from migration support requirement	Clause stands as per RFP.
62	Scope of Work	40		Migration Support to incoming vendor. Selected bidder will co-operate with UCO Bank to provide any other details and data along with support to the migrating vendor as required at the time as intimated by Bank.	This would be subject to exclusions on proprietary information like recon logic, data structures/ dictionaries, customization logic etc.,	Clause stands as per RFP.
63	Scope of Work	40		Adequate manpower resources for reconciliation and balancing of the transactions, cash in ATM, processing chargeback claims and other activities covered in above in Scope of Work	Request the bank to provide the projected ATM, card base and transaction growth for the next 3 years to enable the bidder to size the hardware.	Clause stands as per RFP.

64	Scope of Work	40		Bank reserves the right to get software and the activities audited by Bank's Internal/External team.	The audit of the software by the external auditor is acceptable subject to no conflict of interest between the auditor and the bidder.	Clause stands as per RFP. Selected Vendor has to make necessary changes in the software as per the report of the Auditor.
65	Scope of Work	41		Deployment of Manpower 3. The selected bidder has to ensure payment to the resources as per Central Minimum Wages set by Govt. of India or any statutory authority. If Bank receives any complaint in this regard, then Bank will deduct the amount as per the Central Minimum Wages from the invoice of the bidder and pay the same to the Manpower deployed by the bidder.	Salary to resources doesn't required Central Minimum Wages request bank to remove this clause.	Clause stands as per RFP.
66	Scope of Work	41		T. Backup Activities 1. The selected bidder should take back-up of all data on daily, Weekly, Monthly, Quarterly, half Yearly & Yearly basis or the interval informed by the Bank. The bidder has to maintain proper record/register of details of the backup and same may be produced the Bank or external auditor as and when required.	Request the Bank to confirm if they would provide the removable storage media for taking back ups Since there will be an incremental back up, request bank to allow the bidder to reuse the media.	It is clarified that for taking Backup vendor will use its own media. And as per requirement of the Bank same shall be produced to the Bank or external auditor as and when required. Bidder may reuse the media subject to keeping the data as mentioned in the RFP.

67	U.1	42	U.1	The Cash in ATM Balancing and Reconciliation of Card transactions should be completed by the bidder within One day of receipt of Settlement files, Cash Balance Report, Finacle Report and Switch Transaction Log.	We would require T+5 for Cash in ATM Balance which is already mentioned in section 1.29(e).	Clause stands as per RFP.
68	Payment Terms	44		The Bank shall make the payments on a quarterly arrear basis based on the bill submitted by the vendor for the actual work undertaken under this contract. The vendor should raise Bill to the paying authority as informed by the Bank from time to time. The bill should accompany a certificate regarding successful completion of the work as well as with number of transaction details.	Request the bank to settle the payments monthly within 7 days of receipt of invoice.	Clause stands as per RFP.
69	5.4 Payment Terms	44		The Bank shall make the payments on a quarterly arrear basis based on the bill submitted by the vendor for the actual work undertaken under this contract.	As a standard practice in the industry, request the Bank to consider payment on monthly basis in arrears.	Clause stands as per RFP.

70	5.3. Performance Bank Guarantee	44		The selected bidder, within 7 days from the date of Letter of Indent (LOI) will have to furnish a Performance Bank Guarantee, as per format given in Annexure D, issued by any scheduled commercial bank equal to 10% of the projected value valid for 63 months from the date of Letter of Indent(LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.	The validity of the BG will be limited to 36 months i.e. the tenure of the contract	Said Clause stand modified as under: "The selected bidder, within 7 days from the date of Letter of Indent (LOI) will have to furnish a Performance Bank Guarantee, as per format given in Annexure D, issued by any scheduled commercial bank equal to 10% of the projected value valid for 39 months from the date of Letter of Indent(LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned."
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71	5.3	44	5.3	<p>Performance Bank Guarantee</p> <p>The selected bidder, within 7 days from the date of Letter of Intent (LOI) will have to furnish a Performance Bank Guarantee, as per format given in Annexure D, issued by any scheduled commercial bank equal to 10% of the projected value valid for 63 months from the date of Letter of Intent(LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.</p>	<p>Request the successful bidder to submit the performance guarantee within 30 days from the date of Letter of intent (LOI). We also request the bank to consider 5% percent of the projected value to the performance guarantee. In the RFP it is stated that the initial period of contract is for a period of 36 months. However the clause of performance guarantee states that it should be valid for 63 months. Need clarification</p>	<p>Said Clause stand modified as under: "The selected bidder, within 7 days from the date of Letter of Intent (LOI) will have to furnish a Performance Bank Guarantee, as per format given in Annexure D, issued by any scheduled commercial bank equal to 10% of the projected value valid for 39 months from the date of Letter of Intent(LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned."</p>
72	5.4	44	5.4	<p>Payment Terms</p> <p>The Bank shall make the payments on a quarterly arrear basis based on the bill submitted by the vendor for the actual work undertaken under this contract. The vendor should raise Bill to the paying authority as informed by the Bank from time to time. The bill should accompany a certificate regarding successful completion of the work as well as with number of transaction details.</p>	<p>Request the bank to make the payment on monthly basis instead of quarterly.</p>	<p>Clause stands as per RFP.</p>

73	Order Cancellation	45		The Vendor would be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor	Bidder will not be privy to the quotes offered by other bidders and hence would not be in a position to compensate the bank for such expenditure.	Clause stands as per RFP.
74	5.7 Order Cancellation	45		<ul style="list-style-type: none"> · Delay in commissioning / implementation / testing beyond the specified period. · Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process 	Termination of the Contract for cause to be accompanied with a cure period of 90 days for the rectification of such breach failing which the non-defaulting party can terminate the agreement.	Following clause is amended to clause 5.7: If the bidder fails to complete the due performance of the contract in accordance with the specification and conditions of this RFP The Bank reserves the right to terminate the Agreement if the Vendor fails to remedy the discrepancy within a cure period of 30 days.
75	5.13 Exit Option and Contract Re-Negotiation	48		Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;	Can the bidder assume that the PBG to be submitted within 30 days from receipt of purchase contract, since this contradicts with other sections in the RFP requiring the bidder to furnish PBG within 7 days?	The clause may be read as "Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 7 days from the date of issuance of Letter of Intent (LOI).

76	5.13 Exit Option and Contract Re-Negotiation	48		The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.	Migration is already detailed out in the RFP, request the Bank to confirm the relevance of this clause. Request the Bank to limit the migration to 6 months.	Clause stands as per RFP.
77	Termination	49		The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.	The vendor would have incurred significant upfront cost which is recovered across the contract based on the transaction reconciled in the system. Terminating the contract during the tenure of the contract will result in serious under recovery to the vendor. Hence request the bank to remove this clause.	Clause stands as per RFP.

78	Termination	49	5.15	The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.	Request Bank to clarify on the recovery path of the CAPEX invested by the Bidder at Bank DC/DR? Suggest Bank to reimburse the CAPEX cost in case of termination.	RFP Clause is Self Explanatory.
79	Audit	51		The bidder shall allow the Bank, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / NPCI/VISA/Master, other regulatory & statutory authorities to conduct the audit of the operations and grant unrestricted right to inspect and audit the operations and records directly related to the services.	We assume that the cost of such inspection/audit and related compliance will be borne by the bank. Request the bank to clarify.	It is clarified that, Bank will incur the cost to be paid to the Auditor. However, the related compliance to the observation of Audit has to be carried by bidder without any additional cost to Bank.
80	Annexure-F Commercial Response Format	61			We understand that the billing will be done for successful, un-successful financial and non-financial transactions and other channel transactions as all will be considered for either reconciliation, MIS reporting an preparation for entries. Please confirm.	It is clarified that billing will be done for transactions as per the scope of the Tender. No payment shall be done for Non-Financial Transactions.

81	Annexure-F Commercial Response Format	61		1. The "per transaction rate" quoted should be inclusive of all taxes.	Request the Bank to consider service tax at applicable rates and the rate quoted excluding service tax.	Said Clause stands modified as "The "Per Transactions rate" quoted should be inclusive of all applicable taxes except Service Tax. Bank will make the payment of Service Tax as per actual on production of receipt."
82	Annexure-F	61		Commercial Response Format The "per transaction rate" quoted should be inclusive of all taxes.	Request the bank that the vendor to be allowed to quote the amount exclusive of service tax.	Said Clause stands modified as "The "Per Transactions rate" quoted should be inclusive of all applicable taxes except Service Tax. Bank will make the payment of Service Tax as per actual on production of receipt."
83	Annexure-G Format of Submission of Technical Bid	68		4.18 Uploading of new and modified customer mobile numbers in Enstage Software for verification of OTP during e-commerce transactions, and also any other activity related to the same in future.	Please clarify the relevance of this scope under reconciliation. Please clarify the detailed scope of the same.	The said clause 4.18 of Annexure-G Format of Submission of Technical Bid stands deleted. The marks mentioned in clause 4.17 i.e Balancing of acquirer and issuer pool accounts, settlement accounts, chargeback accounts - has been assigned to 6 marks.

84	General Query	NA	NA		Request Bank to confirm if sizing is to be done considering 3 lakh daily transaction volume. Of not what is the present transaction volume and projected growth for the period of contract.	RFP clause is self explanatory.
85	General Query				1. The bank has projected 40 crore transactions for a period of 3 years. However taking into account the present level of transactions and incremental growth will the bank able to reach the level of 40 Crores. 2. Projected number of ATMs / BNAs during the next 3 years.	RFP Clause is self explanatory.
87	General Query		MERCHANT REALATED ACTIVITIES	The posting of merchant credits and sending of merchant statements should be completed before 10:00am on daily basis	This depends on the incoming file. Can the Bank provide specimen of MIS for Merchant related activities	Query is irrelevant to the RFP.
88	General Clarification from Bank	55	Annexure –C Format of Bank Guarantee (EMD)	We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Twenty Lacs without any reservation, protest, demur, or recourse.	-	The said clause stand modified as "We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Ten Lacs without any reservation, protest, demur, or recourse."

Note: Addendum: Bidders are informed that Bank has added additional Annexure-H and new clause added as part of the RFP.

1. PRE CONTRACT INTEGRITY PACT (ANNEXURE-H) - Date:20/06/2016

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the *Integrity Pact*) is made on.....day of the month of....., 20___between, on one hand **UCO BANK**, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of **UCO BANK**.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the

contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **(to be specified in RFP)** as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of ____ ;
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER

BIDDER

Name of the Officer:

Authorised Signatory:

Designation:

Deptt:

Witness

Witness

1.

1.

2.

2.

NEW CLAUSE ADDED IN RFP

Signing of Integrity Pact

Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.

Integrity Pact essentially envisages an agreement between the prospective vendors/Bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other Words, entering into this pact would be a preliminary qualification. The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.

Independent External Monitors (IEMs) for UCO Bank will be selected by CVC and the same is in process and will be informed once the selection process is completed. Format of Integrity Pact to be submitted along with the technical bid is enclosed.