



UCO BANK

Department of Information Technology

RFP for Supply, Implementation & Maintenance of Document Management System based Solution for setting up Centralised Forex Processing Centre (FXPC)

RFP Ref No: DIT/BPR&BTD/OA/3370/2019-20 Date: 20.09.2019

Pre-Bid Replies / Clarifications to Queries raised by the Bidder(s) and Amendments

SI No	Page No / Clause No	Terms & Conditions as per RFP	Bidder's Queries	Bank's Response
1.	Page 90, Clause 4	The bidder should have a minimum annual turnover of Rs.5 crores per year during the last three financial years i.e. 2016-17, 2017-18 and 2018-19.	The bidder should have a minimum annual turnover of Rs.100 crores per year during the last three financial years i.e. 2016-17, 2017-18 and 2018-19.	The subject clause stands as per RFP.
2.	Page 91, Clause 5	The bidder submitting the offer should have at least two years of experience in foreign exchange document processing domain (out of which at least one should be a scheduled commercial bank in India).	1.The bidder/OEM, submitting the offer should have at least one year of experience in foreign exchange document processing domain or Trade Finance, or similar banking solution (out of which at least one should be a scheduled commercial bank in India). 2. Or, The bidder/OEM submitting the offer should have at least two years of experience in foreign exchange document processing domain, or Trade Finance, or similar banking solution (In India/ Global Banks).	The subject clause stands as per RFP.

3.	Page 91, clause 5	<p>The bidder submitting the offer should have at least two years of experience in foreign exchange document processing domain (out of which at least one should be a scheduled commercial bank in India).</p> <p>Proof of documents:- Documentary evidence with relevant copies of Purchase Order and Satisfactory Working Certificates in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>	<p>Documentary evidence with relevant copies of Purchase Order and Satisfactory Working Certificates/ Client E-mail Communication for completion of work in the last ONE year including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>	<p>The subject clause stands modified as follows:- "Documentary evidence with relevant copies of Purchase Order and Satisfactory Working Certificates / Client Email Communication for completion of work in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc."</p>
4.	Page 28, Clause 3	<p>Solution must have been implemented in at least 1 scheduled commercial bank in India</p>	<p>Solution must have been implemented in bank's across the globe</p>	<p>The subject clause stands as per RFP.</p>
5.	Page 28, Clause 3	<ul style="list-style-type: none"> • 15 marks – Any 3 scheduled commercial banks in India. • 10 marks – Any 2 scheduled commercial banks in India • 05 marks – Any 1 scheduled commercial bank in India. 	<ul style="list-style-type: none"> • 15 marks – Any 3 banks across the globe. • 10 marks – Any 2 banks across the globe. • 05 marks – Any 1 bank across the globe. 	<p>The subject clause stands as per RFP.</p>
6.		<p>General Query</p>	<p>How are the documents kept : Filed / spiral / binded / bundled / poly packed / mention others if any</p>	<p>The documents will be provided to the selected bidder on an "As Is Where Is" basis.</p>

7.		General Query	Are the documents stapled?	The documents will be provided to the selected bidder on an "As Is Where Is" basis.
8.		General Query	What is the sorting / sequence order of the documents?	The documents will be provided to the selected bidder on an "As Is Where Is" basis.
9.		General Query	Please confirm if all the pages in the files needed to be scanned or the selective ones?	Query is not admissible. RFP clause in this regard is self-explanatory.
10.		General Query	Is there any tagging in the document.	Query is not admissible. RFP clause in this regard is self-explanatory.
11.		General Query	Does the file contain all size of documents or of only one size. [Mention size(s)]	File size may be variable and not unique.
12.		General Query	Please share for any other information if any you feel important in batch preparation	Query is not admissible. RFP clause in this regard is self-explanatory.
13.		General Query	What is the total volume of documents	RFP clause is self-explanatory in this regard.
14.		General Query	If documents are of different sizes, please specify size and its approximate volume	Query is not admissible. RFP clause in this regard is self-explanatory.
15.		General Query	One file / folder has how many pages. Please confirm	Query is not admissible. RFP clause in this regard is self-explanatory.

16.		General Query	How many of these documents in the file are simplex or duplex.	Query is not admissible. RFP clause in this regard is self-explanatory.
17.		General Query	Are there any colour pages in the files	Query is not admissible. RFP clause in this regard is self-explanatory.
18.		General Query	Does it contain any photographs. If yes then, is photo stapled or pasted	Query is not admissible. RFP clause in this regard is self-explanatory.
19.		General Query	Are all ADF able documents	Query is not admissible. RFP clause in this regard is self-explanatory.
20.		General Query	Are all flatbed scannable documents	Query is not admissible. RFP clause in this regard is self-explanatory.
21.		General Query	If both ADF / flatbed scannable - please provide the %	The details will be shared with the selected bidder.
22.		General Query	Please help us understand if the document are torned / mutilated / very old if any?	The documents will be provided to the selected bidder on an "As Is Where Is" basis.
23.		General Query	Please specify if photocopies are there if any?	The documents will be provided to the selected bidder on an "As Is Where Is" basis.

24.		General Query	Any fax copies that are there	The documents will be provided to the selected bidder on an "As Is Where Is" basis.
25.		General Query	The documents are to be scanned in B/W or Grey scale	The documents will be provided to the selected bidder on an "As Is Where Is" basis.
26.		General Query	Mixture of B/W & G/S - Mention % and scanning resolution (DPI) for both	The details will be shared with the selected bidder.
27.		General Query	How many indexing fields are there. Please mention name, type & size	The details will be shared with the selected bidder.
28.		General Query	Index information is available on which page in the file.	The details will be shared with the selected bidder.
29.		General Query	Does the pages in the file belongs to different categories, if yes, how many	The details will be shared with the selected bidder.
30.		General Query	Approximately each document type has how many pages	The details will be shared with the selected bidder.
31.		General Query	Indexing is at what level - File / page etc.	The details will be shared with the selected bidder.
32.		General Query	Any OCR or Barcode fields applicable if any	The details will be shared with the selected bidder.
33.		General Query	Are the documents required to be refiled in the same sequence at the same place.	The details will be shared with the selected bidder.

34.		General Query	Please confirm if Re stapling is to be done or not	The details will be shared with the selected bidder.
35.		General Query	If documents unbanded for scanning - Binding is to be done or not.	The details will be shared with the selected bidder.
36.		General Query	What is the time period for completion of job	The details will be shared with the selected bidder.
37.		General Query	Do we have to give any reports - Please provide the type & number	The details will be shared with the selected bidder.
38.		General Query	Is there any TAT (Turn Around Time) Please specify if applicable	The details will be shared with the selected bidder.
39.		General Query	What is the expectation on provision of hardware to be provided by whom. Please confirm?	The details will be shared with the selected bidder.
40.		General Query	Solution is to be implemented for how many departments?	The details will be shared with the selected bidder.
41.		General Query	Is there any kind of Integration with Email, SMS, Payment Gateways, SSO, Active Directory as well? Please provide details if yes.	As of now there is no such requirement of integration but it may come up at some later point of time when the selected bidder has to implement the same.
42.	Page 33, Clause 11	Bank will define workflow for each of the transactions used by Bank. FXPC Application should be capable to configure all required workflow.	Workflows - How many workflows are to be designed and developed? What would be the complexity?	The details will be shared with the selected bidder.

43.	Page 34, Clause 2	FXPC Application will be implemented with DC, DR & UAT setup along with required real time data synchronization between DC, DR & UAT.	Replication – Who will be responsible for Replication and Back-up of data? Will you be providing the software's and bidder is responsible for services?	The selected bidder has to provide complete solution.
44.		General Query	What would be the location for the Requirement Gathering?	Contact details shared in the RFP.
45.		General Query	How are these documents managed in current scenario? What are the challenges?	Presently, individual branches are processing the documents, received from the customers, at the branch level itself.
46.		General Query	What is expected out of the future state/new DMS implementation?	Please refer to the "Scope of Work" clause of the RFP.
47.		General Query	Is there any data to be migrated? What is the total size or volume of electronic documents/files to be considered for Migration? Where is this data currently stored?	Data migration is not in the scope of this RFP.
48.	Eligibility Criteria Point 5		Please explain the flow of documents?	Please refer to clause Functional Requirements (Clause-IV)
49.	Section 63, Page 63		How many back end/admin users are going to access this system?	Please refer to the Scope of Work (Part-IV) regarding required user license.

50.	Bid details section, Page 8		What is the total size or volume of data files to be considered for Scanning through the Capture Solution?	The details will be shared with the selected bidder.
51.	Page 48, Clause 22: Award of Contract		At which location is the onsite user training expected?	Please refer to the Scope of Work (Part-IV) regarding training.
52.	Page 15, Clause 2	In-House / Outsourced Applications (Source Code Audit)	No. of users to be trained? Please mention the preferred Training mode - Classroom/Online?	Please refer to the Scope of Work (Part-IV) regarding training.
53.	Page 10, Clause 3, Point no. 8		What is the current authentication mechanism?	Presently, individual branches are processing the documents, received from the customers, at the branch level itself.
54.		General Query	We understand that content replication from DC to DR has to be accomplished by UCO team and bidder can assist in providing the details.	The bidder needs to provide complete end-to-end solution.
55.		General Query	We understand that bidder is expected to set 4 environments - Dev, UAT/Test, Production (DC) and DR. Is DR environment also expected to be exact replica/mirror image of Production? What about UAT?	Please refer to the Scope of Work (Part-IV) regarding Supply and installation of required Infrastructure for UAT, DC & DR setup.

56.		General Query	Will UCO procure and provide hardware for all environments? Should bidder only propose sizing recommendations for all environments?	Please refer to the Scope of Work (Part-IV) and Commercial Bid Format (Annexure XXII)
57.		General Query	We understand that all of these functionalities required for Security (Anti-virus, firewall, ssl certificate) will be taken care by UCO, kindly comment on our understanding	Please refer to the Scope of Work (Part-IV) for details on deliverables.
58.		General Query	Request Bank to specify as lot of sizing considerations would depend upon/vary basis the Backup and Archival policies (3, 5, 7, 10 years)	Approximately 7 years
59.		General Query	Are you looking for a Native Mobile App? Or Would a responsive web application that works on Mobile/Desktop/Table suffice?	Bank is not looking for Mobile App.
60.		General Query	What would be the minimum numbers of users to be trained for Admin and for User level trainings respectively?	Please refer to the Scope of Work (Part-IV) regarding training.
61.		General Query	Does bidder has to propose the ticketing tool? Which ticketing system is UCO using currently?	This feature is not within scope of work of subject RFP.
62.		General Query	Will you allow usage of open source tools for say performance testing e.g. Jmeter?	The bidder has to propose/ use legally allowed Application only.

63.		General Query	Out of total 300 users, how many back end/admin users are there who are going to access this system?	Details will be shared with the selected bidder.
64.		General Query	Request to specify number of yearly audits	Bank will decide on frequency of audit as per requirement.
65.		General Query	What is the total size or volume of legacy documents to be considered for Scanning through the Capture Solution (daily / monthly / yearly volume)?	The scope of work does not refer to existence of any legacy data.
66.		General Query	Does UCO require native integration with outlook in which users can access DMS from outlook interface. Please confirm.	This is not within scope of work of subject RFP.
67.		General Query	Do we have to estimate effort for integration with these upcoming applications now or will it be taken at a later stage as a Change Request? If now, what are these applications based on? Please provide what level of integration is required with these applications/system?	Please refer to the Scope of Work (Part-IV) for details on deliverables.
68.		General Query	Is DC expected to have Active-Active configuration? What are the availability requirements?	DC is expected to have Active-Passive configuration. It should have high availability requirements.

69.		General Query	What is the preferred mode of project execution? Offshore-Onshore?	Please refer to the Scope of Work (Part-IV)
70.		General Query	In what all languages are these customer documents? Is it only English?	Usually customer documents are in English but other languages like Hindi may also come.
71.		General Query	Will this application be exposed for the end customers as well? Or Is it an internal application, to be used by employees?	Please refer to the Scope of Work (Part-IV)
72.		General Query	Is the Support Team during O&M period expected to be offshore or onsite at the client office locations?	Please refer to the Scope of Work (Part-IV)
73.		General Query	Do you want bidder to propose Helpdesk tool/set up a service desk as well?	Please refer to the Scope of Work (Part-IV)
74.		General Query	Do you need OEM Consultant for Training or consultation during the project?	Please refer to the Scope of Work (Part-IV)
75.		General Query	What would be the timings for support during Operation and Maintenance Phase - 8x5/ 24x7 support/weekend/on-call support?	Please refer to the Scope of Work (Part-IV)

76.		General Query	Is only L2 and L3 support required and L1/Helpdesk will be taken care by UCO?	Please refer to the Scope of Work (Part-IV).
77.		General Query	How many MIS Reports are generated a month? A rough number for estimation purpose will be good.	Please refer to the clause – “Required Features of DMS based FXPC Solution”.
78.		General Query	What is the preferred Database?	Please refer to the Scope of Work (Part-IV).
79.		General Query	What is your existing mailing solution?	Query is not admissible. RFP clause in this regard is self-explanatory.
80.		General Query	What all of the following features would you require? Compare, annotate, add stamps, redaction, watermarking, adding electronic signatures, and collaborate files for Microsoft Office, PDF documents and image files?	Please refer to the Scope of Work (Part-IV).
81.		General Query	Will you consider the Enterprise versions of Open Source Software's for all environments? If not for Production, can we deploy them for Dev/UAT environments?	Please refer to the Scope of Work (Part-IV). The bidder needs to propose legally valid Applications only.

82.		General Query	Are you looking for an on premise solution (with Virtualization) or are you OK with the Cloud solution option as well? Can Virtualization (VM/Hyper-V) be proposed?	Please refer to the Scope of Work (Part-IV).
83.		General Query	Are you looking for Data Encryption functionality - encryption of content stored in repository as well?	Please refer to the Scope of Work (Part-IV).
84.		General Query	How many total customized reports are required to be developed and in what all formats?	Please refer to the Scope of Work (Part-IV).
85.		General Query	Do you want the bidder to propose the load balancer as well?	Please refer to the Scope of Work (Part-IV). The bidder needs to provide end-to-end Solution.
86.		General Query	Is Bidder required to absorb the cost for GIT repository for source code, or do you have one which bidder can use?	Please refer to the Scope of Work (Part-IV) and Commercial Bid Format (Annexure XXII)
87.		General Query	What are the compliance/guidelines/IT Security considerations that are critical?	Please refer to point no. 11 of Page no. 34 of subject RFP.
88.		General Query	Can we propose Solution to be hosted on Cloud option as well?	Please refer to the Scope of Work (Part-IV). Bank has not asked for cloud option.

89.		General Query	Is DR expected to have Active-Active configuration?	No.
90.		General Query	Is DR expected to be 100% of DC or 50% site would be fine? Should DR site have same architecture/server/storage configuration as DC for it to be 100%?	The proposed DR setup should be of the same architecture/specifications as of DC setup.
91.		General Query	What are the availability requirements for DR site?	Active-Passive availability
92.		General Query	What is the location for DR site?	DR location is Kolkata.
93.		General Query	What are the RPO and RTO requirements for DR site?	RPO- 10 minutes RTO- 30 minutes
94.		General Query	Please provide information with respect to archival policy, back up policy, log storage policy, DR logs policy etc.	The details will be shared with the selected bidder.
95.		General Query	Do you prefer project be executed using Waterfall or Agile Methodology?	Please refer to the Scope of Work (Part-IV).

96.		General Query	If Agile, would your functional teams and organization be ok to provide time for back and forth discussions and iterations?	Please refer to the Scope of Work (Part-IV).
97.		General Query	What would be the bandwidth provided between DC and DR site?	The overall bandwidth of the link available between DC & DR setup is 155 mbps.
98.		General Query	What is the maximum desired server CPU utilization?	The proposed solution should fulfil the desired uptime.
99.		General Query	Are you looking for Electronic Records Management system as well? What of these features suits your requirement? E.g. centralized policy and rules management for file plans, retention schedules, holds, and auditing; configurable policy; Disposition; Digital Shredding etc.?	Please refer to the Scope of Work (Part-IV).
100.		General Query	How many DR drills do you expect in a year?	Atleast one drill per quarter is expected from the selected bidder.
101.		General Query	Do you have a Middleware, or should bidder propose it?	The bidder has to provide the solution as per Scope of Work mentioned in subject RFP.
102.		General Query	To what format will the majority of documents be exported? PDF text, PDF Image, TIFF?	Majority of the documents are exported in PDF text and PDF image files.

103.		General Query	How many pages (not documents) will be captured and processed per day?	The details will be shared with the selected bidder
104.		General Query	When raw pages are assembled into documents, how many pages per document?	Please refer to the Scope of Work (Part-IV).
105.		General Query	What parameters are to be monitored during testing (e.g. response times, processing times and CPU loading)?	Please refer to the Scope of Work (Part-IV).
106.		General Query	What desired values of these parameters are to be considered acceptable during the stress test results?	Please refer to the Scope of Work (Part-IV).
107.		General Query	What is percentage the Year on Year growth over 5 years for the number of documents added?	10-15%
108.		General Query	What is percentage the Year on Year growth over 5 years for the number of users?	20%. However, this is an indicative figure and selected bidder has to scale up their solution as per actual numbers during contract period.
109.		General Query	Average number of document views per day	The details will be shared with the selected bidder
110.		General Query	Average number of document searches per day	The details will be shared with the selected bidder

111.	Page 31, Clause no. 13	Payment Terms (Hardware) – 90% of the ordered items along with GST and other applicable duties on actual basis will be paid on delivery, installation and completion of UAT of the application with the required functionality after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report/UAT signoff signed by an authorised official of the bank.	100% on the delivery and installation of the Hardware	The subject clause stands as per RFP.
112.	Page 31, Clause no. 13	Payment Terms (Software) - 25% of the total application cost & implementation cost after completion of successful installation & UAT of the software. The payment will be made on receipt of the invoices along with duly Completion Certificate.	100% on the delivery of the license for application 50% on submission of SRS 25% on successful UAT 25% after one month of go-live of the application	The subject clause stands as per RFP.
113.	Page 32, Part – IV (Clause 1d)	Scope of Work - The server should be in cluster mode	The Storage should be in cluster mode – Request you to kindly shed some light on this point for detail understanding and submit proper item wise quote.	For high availability, servers should be in cluster mode.

114.	Page 32, Part – IV	Scope of Work – Integrations	<p>As per RFP integration of proposed TF solution with following applications is required Finacle, Biometric Authentication System, SOC/SIEM, Digital signature.</p> <p>Related to integrations request you to please respond to below queries -</p> <p>A) Please provided the integration touch points with above mentioned applications.</p> <p>B) Please provided if integration is required with any other application apart from the ones mentioned along with integration touch points.</p>	<p>The required data needs to be pushed to Finacle and Integrated Treasury Software from FXPC Application.</p> <p>Bank will implement the required security solutions like DAM, PIM, SIEM etc. for monitoring the users, logs and database.</p> <p>If required by Bank, FXPC Application needs to be integrated with Bank's Biometric Authentication System for Single Sign On (SSO).</p>
115.	Page 10, Part - I	Bank's Centralised Forex Processing Centre (FXPC) will be based on the Hub and Spoke model, where "Hub" is the "Forex Processing Centre" and "Spoke" will be the mapped B-Category branch. The "C" Cat branches will continue to route their business to their mapped B-Cat branches.	<p>1. Please provide the volume of Trade documents that are created in a day across multiple branches.</p> <p>2. Please provide year on year growth in the number of documents to be envisaged for Database sizing and storage sizing</p> <p>3. Number of locations and workstation from where documents will be scanned in case of branch walkins.</p> <p>4. Please provide number of branches from where the proposed solution will be accessed.</p>	<p>The necessary details will be shared with the selected bidder.</p>

116.	Page 32, Part – IV	Scope of Work : UAT, DC & DR setup	As per our understanding High availability is required only at DC location at the Application server only. High availability is not required at DR instance. Please confirm if our understanding is correct.	High availability is required at DC setup only.
117.	Page 32, Part – IV	Scope of Work	<p>Licenses for 300 end users required:</p> <p>User is required with 150 concurrent users.</p> <p>Please confirm out of the 300 users what are the -</p> <p>A) Concurrent number of scanning users</p> <p>B) Concurrent number of workflow users who will do trade related transactions on the proposed Trade Finance Solution.</p> <p>C) Year on year growth in the number of users</p> <p>As mentioned in the RFP License for 300</p>	<p>A) Approximately 150</p> <p>B) Approximately 150</p> <p>C) Approximately 20%</p>
118.	Page 33, Part – IV	Scope of Work	FXPC Application will capture the data (in-line with Bank's requirements) using ICR/ OCR from the scanned document and store into its database. Bidder has extensive experience of doing Trade Finance implementations of similar nature at various private and public sector Banks in India and abroad. Through our experience we know	The subject clause stands as per RFP.

			that accuracy of ICR for data extraction is quite low and ICR is able to extract not more than 10%-15% of the data. Therefore, we recommend the Bank to remove ICR based data extraction from the RFP Scope and data extraction should be completely OCR based for improved accuracy greater than 50%. Please accept our suggestion.	
119.	Page 94, Annexure - XIX	Technical Specification: Documents will be digitally signed while uploading the same in FXPC Application.	As per our understanding Bank has existing digital signature software with which the proposed Trade Finance Application will intergate. Please confirm.	Bank issues digital certificate (using eTokens) to branch users as and when required by them. Hence the bidder has to integrate its solution with all such certificates.
120.	Page 94, Annexure - XIX	Technical Specification: FXPC Application will implement compliance of FEMA/FTP/RBI/FEDAI/FCRA and other extant Guidelines	Please share in detail the guidelines and compliance required as a part of the solution.	The subject RFP clause is self-explanatory
121.	Page 32, Part – IV	Scope of Work (Integration)	Please confirm if integration with SWIFT and Bank's treasury system is required. Please provide which Treasury system Bank is currently using?	Integration with SWIFT is not in the scope of this RFP.
122.	Page 33, Part – IV	Scope of Work (Forward contracts)	Forward contract booking is a Core Treasury function. A separate workflow shall be provided in the proposed Trade Finance solution which shall be routed to Bank's	Integration with Treasury Management Software is a necessity.

			treasury system to fetch Forward contract details. Please confirm if our understanding is correct.	
123.	Page 33, Part – IV	Scope of Work: Supply of Document Scanners along with necessary scanning software	As per the RFP Document, UCO Bank is looking for a scanning solution which should provide agility and flexibility. We are assuming that scanning solution should provide automatic correction of parameters like format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. The scanning solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of overall scanning solution which can be used to audit scanned documents for resolution, format/ compression, orientation etc. Solution shall support Bulk Import of image and electronic documents. The solution should have capability of automatic segregation of documents/records based on Barcode, Blank page, Fixed page and auto Form recognition. The software solution should include the Rubber band feature for the extraction of the	Please refer to Scope of Work.

			<p>data using OCR technology so that user can mark a zone on image at runtime during scanning stage & map the extracted data with the indexing field.</p> <p>The scanning should comply all specifications which are mentioned above. Please confirm our understanding.</p>	
124.	Page 10, Part - I	<p>Overview - The proposed FXPC Solution needs to be a Document Management System (DMS) based Application capable of capturing the inputs from the scanned document using advanced character recognition technology</p>	<p>As per our understanding UCO requires an Electronic Content Management/Document Management System as mentioned in the RFP is an important function of the envisaged system. As per our understanding UCO requires document management system that provides</p> <p>Archival of Documents</p> <ul style="list-style-type: none"> - Categorization of documents/reports in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder - Document Version Management with Check Out / Check In - Extensive document and folder level operation such as move / copy, email, download, delete, 	Please refer to the Scope of Work

			<p>metadata association etc</p> <ul style="list-style-type: none"> - Repository should be format agnostic - Indexing of the documents on user defined parameters - Association of the key words with the documents <p>Kindly confirm if our understanding is correct.</p>	
125.	Page 10, Part - I	<p>Overview: The proposed FXPC Solution needs to be a Document Management System (DMS) based Application capable of capturing the inputs from the scanned document using advanced character recognition technology</p>	<p>Request you to include the following specification to ensure best of breed solution:</p> <p>The proposed Document Management System should have at least one live implementation site in India with more than 10 crores document archived in document management repository with more than 10000 users using this Document Management System.</p>	The subject clause stands as per RFP.
126.	Page 10, Part - I	<p>Overview: The proposed FXPC Solution needs to be a Document Management System (DMS) based Application capable of capturing the inputs from the scanned document using advanced character recognition technology</p>	<p>Request you to include the following specification to ensure best of breed solution and this will also enhance the scalability of the system. The system should store only index information in database while images should be stored in separate file server. ECM should be designed for storing high volumes. ECM should store image and binary document in a separate file server and not in RDBMS.</p> <p>Please confirm.</p>	The subject clause stands as per RFP.

127.	Page 33, Part - IV	<p>Scope of Work:</p> <p>Bank will define workflow for each of the transactions used by Bank. FXPC Application should be capable to configure all required workflow.</p>	<p>As per the RFP, Document Management system and Workflow Management Solution will be required by UCO for automating various document intensive Trade Finance processes in the system. So our recommendation is that the Workflow Management System should be based on Business Process Management (BPM) platform which has capabilities such as graphically modeling the processes or workflows, process simulator, configurable Business Activity Monitoring tool (Dashboards) and integrated Document Management System (Electronic Content Management) for storing documents.</p> <p>Please confirm.</p>	The subject RFP clause is self-explanatory
128.	Page 33, Part - IV	<p>Scope of Work: Bank will define workflow for each of the transactions used by Bank. FXPC Application should be capable to configure all required workflow.</p>	<p>As per the RFP there is requirement for a scalable and highly configurable solution for Trade Finance implementation. Therefore, as per our understanding UCO Bank requires a workflow solution which should comply to various open workflow standards such as BPMN, BPEL, WFMC. Kindly confirm.</p>	Please refer to the Scope of Work.

129.	Page 33, Part - IV	<p>Scope of Work: Bank will define workflow for each of the transactions used by Bank. FXPC Application should be capable to configure all required workflow.</p>	<p>As per the our understanding, UCO needs the capability of Inbuilt configurable rules engine as part of Trade Finance process automation. So taking the requirement into consideration, we recommend that Rule engine should have at least the below mentioned capabilities in it:</p> <ol style="list-style-type: none"> 1) Rule Engine should have a complete web based environment for the design, definition, testing, rule management operations and deployment of rules. 2) Rule Engine should have the web standard interfaces such as Web Services Definition Language (WSDL), XML Schema Definition (XSD), and Simple Object Access Protocol (SOAP) so that it can communicate with other applications based on open standards. 3) Solution should have the capability to deploy rules as the web service. 4) Solution should have the capability to define rules through "If else" statement or through "Decision Table". 5) Audit logging of changes/modifications done in the rules. <p>Please confirm.</p>	Please refer to Scope of Work.
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130.	Page 33, Part - IV	Scope of Work: The workflow for each transaction will define the specific checklist/ Document Type/Document Routing/Approval involved/ Applicable exceptions/ MIS Reports etc. pertaining to that particular transaction.	As per the requirement mentioned RFP document, we suppose that the proposed solution should have a report designer tool tightly integrated with BPM based workflow solution that should allow user to create new reports and dashboard view from the UI itself and should support tabular and graphical view of the report. Please confirm if our understanding is correct.	Please refer to the Scope of Work.
131.	Page 33, Part - IV	Scope of Work: The indicative list of processes to be handled by the proposed FXPC Solution	As per our understanding the proposed Trade Finance Solution will provide DMS and Workflow capabilities to process the transactions related to LC, Bills under LC, Collection etc. with basic data entry of 30-40 fields to be done. Detailed data entry and final transaction processing will be done in Finacle. Creation, amendment, extension and settlement will be done through Finacle. Please confirm if our understanding is correct.	Please refer to the Scope of Work.
132.	Page 33, Part - IV	Scope of Work: EDPMS, IDPMS, Sanction Checks & Validations etc.	As per our understanding UCO Bank will provide data related to EDPMS, IDPMS and sanctions lists in excel/ csv uploadable format into the proposed TF solution for checks and validations. Proposed TF system will not integrate with RBI/OFAC/UN Sanction check systems. Please	The proposed FXPC solution does not need to be integrated with RBI/OFAC/UN.

			confirm.	
133.	Page 33, Part - IV	Scope of Work: Finance – Pre-Shipment, Post-Shipment, Bill discounting, Purchase, Negotiation, Import loan, Trust Receipts / Open account Finance, Factoring etc.	As per our experience of Trade Finance implementations done globally. Trade Loans are created and amended in Core Banking Solutions. However, loan sourcing can be done through the trade portal being provided, the application can go through approval process on BPM based trade solution and finally loan account will be created in Finacle. Creation, amendment, extension and settlement of Trade loans will be done through Finacle. Please confirm.	Please refer to the Scope of Work.
134.		Data Migration	Please confirm if there is requirement of data migration from existing applications to the proposed Trade Finance system. Please confirm the format of data to be migrated and volume of data files.	There is no requirement of Data Migration as per current requirement.
135.	General Query		As per our understanding the proposed RFP is only for International Trade Finance Solution and domestic trade is not covered under the RFP Scope. Please confirm if the understanding is correct. Otherwise, please provide the requirement for domestic trade too.	Please refer to the Scope of Work.

136.	General Query		It will be beneficial for the UCO Bank to utilize same Technology platform both for Lending and Trade Finance. Using same platform will make solution architecture stable, there will be less number of integrations, and Bank can take cost advantage by using the same platform. Therefore, we recommend Bank to go with BPM based Platform so that both Lending and Trade Finance solutions can be implemented on the same. Please accept our recommendation.	Please refer to the Scope of Work.
137.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	Trade Finance is a quite critical process therefore, request you to include the following specification to ensure best of breed solution: Proposed Document Management System should figure in Gartner Magic Quadrant for at least previous three years.	Please refer to the Scope of Work.
138.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	Request you to include the following specification to ensure best of breed solution: The proposed Technology platform should figure in Gartner Magic Quadrant for at least previous three years.	The subject clause stands as per RFP.

139.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	The OEM Vendor should have ISO Quality & Security Certifications and should be a SEI CMMI level 3 Company.	The subject clause stands as per RFP.
140.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	The Proposed Trade Finance solution has to be built on Enterprise DMS and Workflow Management System which should be compliant to BPMN/BPEL and CMIS standards.	The subject clause stands as per RFP.
141.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	The OEM which owns Intellectual Property Rights (IPR) of the proposed DMS and Workflow product should be listed in Indian Stock Exchanges.	The subject clause stands as per RFP.
142.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	The Proposed DMS and Workflow software product should be available on multiple platforms (Windows and Linux) on the server side with support for virtualized environment and support multiple database platforms - MS SQL, Oracle and PostgreSQL	The subject clause stands as per RFP.
143.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	The tender can be submitted by OEM along with certified partners. However, in case bidder is not OEM, the partner shall submit a specific authorization letter from OEM, for submitting the offer to the Bank. The letter clearly states that in case bidder failed to deliver the solution / complete application delivery as per the tender specifications, the	The subject clause stands as per RFP.

			OEM will support directly.	
144.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	The offered DMS and Workflow products should be COTS (Commercially Off The Shelf) product. Be spoke model approach should not be proposed	The subject clause stands as per RFP.
145.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	The annual turnover should be Rs.200 crores or above in each of the following three financial years of the bidder 2016-17, 2017-18, 2018-19 (Copy of audited Balance Sheet for the respective financial years)	The subject clause stands as per RFP.
146.		We understand that Trade Finance solution is quite critical therefore, request you to include below Eligibility Compliance for the RFP	Trade Finance is quite critical and a large proportion Bank's revenue comes from Trade. Therefore, the proposed solution should be best in class. Hence, the OEM implementing the solution should have at least 1000+ resources in development and support.	The subject clause stands as per RFP.
147.		Payment Terms	There are certain functionalities that are not specifically mentioned in the RFP document however, should have been covered as part of a Robust Trade Finance System. Pls advise if following functionalities are also expected from the Trade Finance Solution: <ul style="list-style-type: none"> • Single Unified trade platform with capabilities of Scanning, workflow, processing and archival along with retrieval capabilities and 	The subject clause stands as per RFP

			<p>Integrations (End-to-End Automation)</p> <ul style="list-style-type: none"> • Regulatory reports, TAT, Performance Reports (Individual, Unit, Region based) • Web Portal • Workflow for generation and tracking of Trade Memo Approval • Credit Sanction Memo conditions maintenance • HS Code based processing of transactions • Deviation tracker- Follow up of the non- submission of Trade Documents • Name Screening (OFAC/FATF/SDN) • FEMA / UCP Compliances-Defining parameters in the system to automate various Compliances • Trade Intelligence (Regulatory) – BOE threshold limits, XOS open items, MTT defaults, Caution listing, ED / CBI queries • Trade intelligence (Transactional) – Transaction pattern analysis - %age of transactions to high risk countries, Threshold value transactions, M-O-M change in volumes, Open deviations, Change in business line, Overdue advances • Enhanced Due Diligence (Transactions) – For eg Non Trade Remittance beyond a certain 	
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			threshold, First time Import advance / Direct Import transaction > USD 10000/-, Selected Commodity / HS Code for Import advance payment • Trade Based Money laundering (TBML) – Round trip sales, Cash Intensive business, Goods not exported against advance received, Import advance sent Goods not received, Consignment size unreasonable, Goods / Services different from line of business, Intangible sale transactions, 3rd party transactions, Frequent amendment of LCs	
148.	Page 15, Clause 4b	The Earnest Money Deposit may be forfeited under the following circumstances: 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.	EMD - Bidder understands and seeks clarity that forfeiture of the EMD under this clause will be for any intentional and material misrepresentation of facts (once Bidder is found guilty for the same).	The subject clause stands as per RFP.
149.	Page 15, Clause 4e	The Earnest Money Deposit may be forfeited under the following circumstances: In case of the successful bidder, if the bidder fails:	EMD - Bidder understands and seeks clarity that, the terms and conditions of the mutually agreed SLA/Agreement will govern. Bidder further wishes to clarify that; Bidder's proposal will form a part of the final	The subject clause stands as per RFP.

		To sign the contract in the form and manner to the satisfaction of UCO BANK	contract.	
150.	Page 13, Clause 5d	Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.	Rejection of the Bid - Bidder understands and seeks clarity that, Bidder's proposal including the clarifications/deviations contained herein will form a part of the final contract/SLA between the Parties. Accordingly, rejection will be for any non-compliance as per aforementioned.	The subject clause stands as per RFP.
151.	Page 13, Clause 5e	Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.	Rejection of the Bid - Bidder understands and seeks clarity that, Bidder's proposal including the clarifications contained herein will form a part of the final contract/SLA between the Parties. Accordingly, rejection will be for any non-compliance as per aforementioned.	The subject clause stands as per RFP.
152.	Page 19, Clause 19	UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.	Cancellation of Tender Process – Bidder understands are seeks clarity that cancellation of the tender cannot take place post the final contract/SLA has been signed between the parties.	RFP clause stands

153.	Page 20, Clause 19	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.	Corrupt and Fraudulent Practices- Bidder understands and seeks clarity that any action under this clause against the Bidder firm will be taken basis it being proven guilty by appropriate court of law.	The subject clause stands as per RFP.
154.	Page 20, Clause 26b	The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.	Other Terms and Conditions- Bidder understands and seeks clarity that any modification of the bid will not be made post selection of a successful Bidder. And any modification post signing of the final Contract/SLA will be made only by initiating mutually agreed 'Change Request'.	The subject clause stands as per RFP.
155.	Page 21, Clause 28	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	Acceptance of Terms – Bidder wishes to clarify that its acceptance of the RFP must be read along with its's proposal including the clarifications contained herein and same should form part of the final contract between the Parties.	The subject clause stands as per RFP.

156.	Page 21, Clause 29	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 or other intellectual property right that may subsist in the submission or Banking documents.	<p>RFP Response-</p> <p>Bidder understands and seeks clarity that IPR/will only be transferred if fully paid for and as specified in the Bidder's proposal. Further, each party shall retain ownership of its respective pre-existing intellectual property rights.</p>	The subject clause stands as per RFP.
157.	Page 35, 78, Clause 3, Annexure - XVI	Adoption of Integrity Pact , Annexure XVI	Bidder understands and seeks clarity that this will as mutually be agreed between the parties.	The subject clause stands as per RFP.
158.		Presently, Bank has a requirement of 300 end user licenses and 100 scanners only. However, Bank reserves the right to place an indicative order of $\pm 25\%$ (Twenty Five Percent) of the projected quantity with the bidder/s at the quoted price, terms and	<p>Right to alter quantities:</p> <p>Bidder wishes to clarify that its scope of work shall be exhaustively defined and set out in the Bidder's proposal or as mutually agreed between the Parties. Any change to such scope shall be routed through a mutual change request.</p>	The subject clause stands as per RFP.

		conditions as mentioned in the commercial format i.e. Annexure – XXII during the contract period of 60 months. Bank does not guarantee any minimum or maximum quantity of procurement. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder		
159.	Page 39, 138, Clause 10 and Annexure XVII		Confidentiality and Secrecy: Bidder wishes to clarify and seek clarity that; information shall be identified as confidential at the time of disclosure (Confidential Information) to be deemed confidential. Confidential Information shall not include information that is independently developed by recipient along with other exceptions as mentioned in Annexure Q. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years from date of initial disclosure. Each party shall comply with the applicable export and import laws and regulations. Obligations of confidentiality shall only apply to	The subject clause stands as per RFP.

			<p>Confidential Information shared post the execution of the Contract. Indemnity/Liability in context of the Confidentiality obligation/clause/Annexure will not be applicable as parties will have option to seek injunctive relief and claim damages for breach.</p> <p>Bidder also understands that Confidentiality obligation will be mutual in nature. And for information shared by the Bidder, will also be treated as confidential.</p> <p>Bidder accordingly requests for Annexure XVII to be mutually agreed basis aforementioned.</p>	
160.	<p>Page nos. 43, 44 and 45</p> <p>Clause nos. 17, 18, 19</p>	<p>Penalty and Uptime, Penalty (SLA) Liquidated Damages (LD)</p>	<p>1. Bidder wishes to clarify and seek clarity that its scope of work shall be exhaustively defined and set out in the Bidder's proposal or as mutually agreed between the Parties. Any change to such scope shall be routed through a mutual change request.</p> <p>2. The Bidder shall comply with policies to the extent the same is notified to the Bidder in advance and in writing.</p> <p>3. Reference to industry standards/Bank's satisfaction shall mean the specifications contained in the Bidder's scope of work.</p>	<p>The subject clause stands as per RFP.</p>

161.	Page 46, Clause 20	Force Majeure	Bidder understands and seeks clarity that that if the delay continues for a longer duration then parties will mutually decide the course of action and Bank cannot unilaterally decide the same. If parties decide to termination, Bidder shall be paid for all goods and services rendered until the date of termination. Also, the excuse of force majeure only applies to non-monetary obligations.	The subject clause stands as per RFP.
162.	Page 47, Clause 25	Indemnity	Bidder wishes to clarify and seeks clarity that; it shall indemnify the Bank by defending it against third party claims of patent or copyright infringement arising from unaltered Bidder manufactured products supplied hereunder, to the extent of court awarded damages. The Bidder shall be granted sole control and defense of such claims.	The subject clause stands as per RFP.
163.	Page 49, 55, 58 and 59 Clause 30, 41, 43 and 44	Resolution of Dispute, Dispute Resolution mechanism, Arbitration, Applicable law and Jurisdiction of Court	Bidder agrees with this clause in general, apart from clause 30 (b). Arbitration will be as per Arbitration and Conciliation Act 1996. The decision of the arbitrators shall be final and binding on both parties. Courts in Bangalore/Delhi shall have jurisdiction and the venue of arbitration shall be Bangalore/Delhi, India.	The subject clause stands as per RFP.

164.	Page 50, Clause 31	Exit Option and Contract Re-negotiation	Bidder wishes to clarify and seek clarity that, it will provide, exit option as specified in its proposal. The scope shall be provided as per the terms of the mutually agreed SLA. Any material breach of such SLA terms which can be solely attributable to the Bidder, Bank reserves the right in such a case to terminate the contract as per the termination clause. Assets / goods / licenses documentation/ deliverables IPR will only be transferred if fully paid for and as specified in the Bidder's proposal. No re-negotiation will be done on a unilateral basis by the Bank. If any, re-negotiation will be on mutually agreed terms / mutual agreement.	The subject clause stands as per RFP.
165.	Page 53, Clause 37	Termination	Bidder understands and seeks clarity that termination will be limited to instances of material breach and upon providing the Bidder at least 90 days written notice. Upon termination, the Bidder shall be paid for all goods and services rendered and expenses incurred until the effective date of termination. Accordingly, Bidder requests deletion of paragraph h and i.	The subject RFP clause is self-explanatory.

166.	Page 52, Clause 34	<p>Signing of the Contract-</p> <p>The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.</p> <p>The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.</p> <p>The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</p>	<p>Bidder understands and seeks clarity that, the SLA with the selected Bidder will be signed on a mutually agreed basis. The clarifications as submitted by the Bidder will form a part of the SLA / Agreement. The Indemnity Deed and the NDA will also be signed on a mutually agreed basis.</p>	<p>The subject clause stands as per RFP.</p>
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167.	Page 55, Clause 39	<p>Termination for Insolvency-</p> <p>The Bank may at any time terminate the Contract by giving written notice 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.</p>	<p>Bidder requests termination be affected only if the Bidder is finally adjudged bankrupt/insolvent by a competent court. Bidder requests at least 90 days written notice be provided prior to termination. Upon termination, the Bidder shall be paid for all goods and services rendered and expenses incurred until the effective date of termination.</p>	<p>The subject clause stands modified as follows:-</p> <p>"The Bank may at any time terminate the Contract by giving written notice of 90 days' 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."</p>
168.	Page 55, Clause 40	<p>Termination for Default-</p> <p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.</p>	<p>Bidder requests termination be limited to instances of material breach and upon providing the Bidder at least 90 days written notice. Upon termination, the Bidder shall be paid for all goods and services rendered and expenses incurred until the effective date of termination.</p>	<p>The subject clause stands modified as under:-</p> <p>"The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract. UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing."</p>

169.	Page 51, Clause 33	Consequences of Termination	<p>Bidder understands and seeks clarity that if Termination is as a result of material breach that is solely attributable to the Bidder, Bank may terminate the Contract by upon providing the Bidder at least 90 days written notice. Upon termination, the Bidder shall be paid for all goods and services rendered and expenses incurred until the effective date of termination. Bidder further clarifies that deductions/adjustments and set offs maybe made from amounts due to the Bidder may only be made if the same is not disputed by the Bidder. Bidder requests no invocation of PBG. And Indemnity will not apply in such case.</p>	<p>The subject clause stands modified as under:- "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</p>
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				<p>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 affect the operation of the</p>
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				provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination. UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing."
170.	Page 54, Clause 38	Compliance with Applicable Laws of India	<p>Bidder wishes to clarify that Bidder will comply with all applicable laws, where "Applicable Law" shall mean; such regulations that are generally applicable to its business and any other regulations that are notified to the Bidder by the Bank and agreed between the Parties.</p> <p>In relation to Indemnity for this Bidder understands and wishes to clarify that such Indemnity to not be applicable.</p>	The subject clause stands as per RFP.
171.	Page 59, Clause 45	<p>Limitation of Liability-</p> <p>Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for;</p> <p>a. IP Infringement</p>	<p>Bidder requests and clarifies for this clause to apply as below:</p> <p>Notwithstanding anything stated to the contrary in the RFP and regardless of the nature of claim, Bidder's aggregate liability for direct damages under this Contract shall not exceed the charges paid by the Bank to the Bidder for the individual product or service that is the subject</p>	The subject clause stands as per RFP.

		<p>indemnity.</p> <p>b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p> <p>c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p>	<p>of claim (if recurring, twelve months charges apply). The Bidder shall in no event be liable for indirect, consequential, incidental or special damages, loss of/damage to, data, loss of profit, business, goodwill and third-party claims, even if Bidder has been advised of possibility of such damages.</p>	
172.	Page 69, 70 Annexures VIII, IX		<p>Bidder understands and seeks clarity that these Annexures will be mutually agreed basis Bidder's final proposal.</p>	<p>The subject clause stands as per RFP.</p>
173.	Page 73, 74 Annexure XI, XII	<p>Undertaking letter for No Deviation</p>	<p>Bidder understands and seeks clarity that Bidder's acceptance of the RFP will be read along with its's proposal including the clarifications contained herein and same will form a part of the final contract between the Parties.</p>	<p>The subject clause stands as per RFP.</p>

174.	Page 37	<p>Right to Alter Quantities-</p> <p>Presently, Bank has a requirement of 300 end user licenses and 100 scanners only. However, Bank reserves the right to place an indicative order of $\pm 25\%$ (Twenty Five Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions as mentioned in the commercial format</p>	Bidder request right to vary order should be mutually agreed;	The subject clause stands as per RFP.
175.	Clause 13	Terms of Payment (Hardware)	100% on delivery	The subject clause stands as per RFP.
176.	Clause 13	Terms of Payment (Software)	100% on delivery for any license of software delivered	The subject clause stands as per RFP.
177.	Page 42, Clause 13 (Terms of Payment)	A. AMC for Hardware shall be paid in quarterly arrear basis.	AMC for Hardware shall be paid in quarterly in advance basis.	The subject clause stands as per RFP.
178.	Page 42, Clause 13 (Terms of Payment)	B. ATS on Software item shall be paid in quarterly arrear basis.	ATS on Software item shall be paid in quarterly in advance basis.	The subject clause stands as per RFP.
179.	Page 42, Clause 13 (Terms of Payment)	C. Payment for FM services shall be paid in quarterly arrear basis.	Payment for FM services shall be paid in monthly in advance basis.	The subject clause stands as per RFP.

180.	Page 42, Clause 13 (Terms of Payment)	D. Payment of training will be made after successful completion of the respective training session.	Payment of training will be made in advance for the respective training session.	The subject clause stands as per RFP.
181.	Page 43, Clause 15	Cancellation of Contract & Realization of Compensation- In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	In this event the bidder is bound to make good the additional expenditure capped to 10% of the affected component	The subject clause stands as per RFP.
182.	Page 44, Clause 18	Penalties & Service Level Agreement- Penalties will be applicable due to downtime of software application.	Penalties to be capped to 10% of the Quarterly payment	The subject clause stands as per RFP.
183.	Page 45, Clause 19	Liquidated Damage- Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership	Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the undelivered portion of the order value	The subject clause stands as per RFP.

184.	Page 45, Clause 19	<p>Liquidated Damage-</p> <p>If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.</p>	<p>If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof capped to 10% of the affected services charges.</p>	The subject clause stands as per RFP.
185.	Page 51, Clause 32	<p>Termination for Convenience-</p> <p>The Bank, by written notice sent to the vendor, may terminate the Contract, 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.</p>	Bidder request deletion of this clause	The subject clause stands as per RFP.
186.	Page 51, Clause 33	Consequences of Termination	Bank to pay for all the charges till the effective date of termination	The subject clause stands as per RFP.
187.		General Query	Any commercially off-the shelf software supplied under this contract will be regulated solely	The subject clause stands as per RFP.

			under the standard license agreement of such software and such license will not be impacted by the terms and conditions set-forth in this RFP.	
188.		General Query	Bidder will provide third party product warranties on a pass-through basis to the Bank in accordance with the relevant third-party terms and conditions. Further, there are no implied conditions or warranties, including warranties for merchantability and fitness for a particular purpose.	The subject clause stands as per RFP.
189.		General Query	Each party grants only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise. Each party shall retain ownership of its respective pre-existing intellectual property rights.	The subject clause stands as per RFP.
190.		General Query	Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States.	The subject clause stands as per RFP.

Corrigendum / Addendum

Sl No	Existing Clause	New Clause
1	<p>Page no. 91, Clause no. 5: The bidder submitting the offer should have at least two years of experience in foreign exchange document processing domain (out of which at least one should be a scheduled commercial bank in India).</p> <p>Proof of documents:-</p> <p>Documentary evidence with relevant copies of Purchase Order and Satisfactory Working Certificates in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>	<p>Documentary evidence with relevant copies of Purchase Order and Satisfactory Working Certificates / Client Email Communication for completion of work in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>
2	<p>Page 55, Clause 40: Termination for Default-</p> <p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.</p>	<p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract. UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing.</p>
3	<p>Page 55, Clause 39: Termination for Insolvency-</p> <p>The Bank may at any time terminate the Contract by giving written notice 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.</p>	<p>The Bank may at any time terminate the Contract by giving written notice of 90 days' 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.</p>
4	<p>Page 51, Clause 33: Consequences of Termination</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), UCO Bank shall be entitled to impose any such obligations and conditions and issue any</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), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be</p>

<p>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 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>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 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. UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior</p>
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		notice in writing
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Note:

- All other terms & conditions, clauses of the subject RFP remain unchanged. The reply to pre-bid queries / clarifications / corrigendum / addendum & changes in the RFP clause mentioned hereinabove will be part & parcel of the RFP.

Place: Kolkata

Date: 25.10.2019

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