



UCO BANK

Department of Information Technology

RFP for Implementation of Public Financial Management System (PFMS) (Re-tendering)

RFP Ref No: UCO/DIT/699/2015-16 Dated 04/08/2015

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

SI No	Page No / Clause No	Terms & Conditions as per RFP	Queries by the Bidder (s)	Bank's Response
1	Page No. 8 & 29 / Eligibility Criteria & Annexure – IV	The Bidder should have its own Public Financial Management System (PFMS) Software application ready and should have been implemented and running at least in one Scheduled Commercial Bank in India as on RFP submission date.	<p>Request Bank to relax the eligibility criteria to consider the proposed payment solution which is under implementation at 1 of the Public Sector Bank. Sincerely request Bank to slightly modify the clause as follows:</p> <p>The Bidder should have Public Financial Management System (PFMS) Software application ready and should have implemented / under implementation at least in one Scheduled Commercial Bank in India as on RFP submission date.</p>	Requirement stands as per RFP
2	Page No. 8 & 29 / Eligibility Criteria & Annexure – IV	Certificate / letter from the Bank that PFMS Software has been implemented and running successfully in the Bank along with a copy of the original Purchase Order to be submitted.	Request Bank to consider Work Order also apart from Certificate / Letter as documentary proof for the proposed solution.	Requirement stands as per RFP
3	Page No. 11 / Clause No. 12	<p>RFP Response:</p> <p>If the response to this RFP does not include information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected. All submissions will become the property of Bank. Recipients shall be deemed to</p>	The BIDDER requests that the bid and pricing details submitted by the BIDDER to be treated as confidential and proprietary information of the BIDDER.	Requirement stands as per RFP

		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."		
4	Page No. 11/ 13 Liquidated Damage	Any loss caused to the bank owing to non-performance of the service provider as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or accruable to the Service Provider in future in any form.	Request the bank to cap the maximum liability of the bidder under the contract to the value of the contract.	Requirement stands as per RFP
5	Page No. 12 / 16 Warranty & ATS	All product updates, upgrades, version upgrades, patches will be supplied during the Warranty and ATS periods at no separate charges / cost to the Bank with required media and accessories. Bidder will assist Bank for implementation of product updates, upgrades, patches etc.	Request the bank to allow the bidder to provide version upgrades at mutually agreed prices.	Requirement stands as per RFP
6	Page No. 13 / 18 Order Cancellation (Termination) and Page No. 19 Consequences of Termination	"18. Order Cancellation (Termination): Bank reserves the right to terminate the Contract / Agreement after giving two-month due notice to the Service Provider during the tenure of the Contract for unsatisfactory services provided or violation of statutory guidelines by the Service Provider and may place the order to any other empanelled Service Provider. In case of	BIDDER would like to discuss with Bank that any termination of the Contract only for cause to be accompanied with a cure period of 120 days for the rectification of such breach failing which the non-defaulting party can terminate the agreement. Further, the BIDDER requests that termination assistance service / reverse transition can be performed based on the mutually agreeable charges and conditions.	Requirement stands as per RFP

		<p>unsatisfactory services, the Service Provider shall be first served with a written warning with an advice to improve his services within a period 15 days. In case after this period of 15 days, the services continue to remain unsatisfactory, a termination notice may be served." "19. Consequences of Termination 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. 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 Vendor 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</p>		
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		rendered for a reasonable period that may extend beyond the term/earlier termination hereof. ..."		
7	Page No. 15 & 33 / 23. Indemnity	<p>"23. Indemnity: The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. or such other statutory infringements in respect of Public Financial Management System (PFMS) Software. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claim actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. However, the Bidder would be given an</p>	<p>BIDDER would like to clarify that BIDDER is willing to indemnify only for any breach of any intellectual property of products as delivered by BIDDER provided such breach of IPR is solely caused by any act or omission of the BIDDER.</p> <p>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 defense, 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. Further, any deduction from the BIDDER's fee is subject to its prior written consent.</p>	Requirement stands as per RFP

		opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage." "Annexure – VII Letter of Indemnity"		
8	Page No. 14 & 17 / 21 and 25 (j)	"21. Dispute Resolution Mechanism and 25 (j) Jurisdiction"	The BIDDER requests that the seat of arbitration and jurisdiction can be Chennai instead of Kolkata.	Requirement stands as per RFP
9	Page No. 12 / Clause 15 Payment Terms & Paying Authority	Payment Terms: 40% - On UAT Sign Off 30% - On Go Live 30% - After 90 days of Go Live	Request Bank to reconsider the payment terms; Request for Part advance payment on Delivery	Requirement stands as per RFP
10	Page no. 12/ Clause No. 17 Uptime	The Bidder shall guarantee an uptime of 99.95% during Warranty Period and also during ATS period if entered into, which shall be calculated on quarterly basis. The "Uptime" is, for calculation purposes, equal to the Total number of hours of the day in a quarter, less downtime in number of hours. Any part of hour is treated as full hour.	As we are looking at 99.5% uptime, request to consider the exact down time rather than "any part of the hour is treated as full hour". If the understanding is wrong, please elaborate	Requirement stands as per RFP
11	Page No.17 / Clause 25 (i)	"25 i. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank."	Any inspection / audit will be cooperative of BIDDER's confidentiality and security restrictions and guidelines; and any other conditions as to bearing of costs shall be subject to parties mutually agreed terms.	Requirement stands as per RFP
12	Page No. 17 / Clause 25 (i)	"25 i. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank."	We assume the cost of Audit and related compliance will be borne by the bank. Request the bank to clarify.	It is clarified that cost of Audit will be borne by the Bank. However, any compliance requirement pursuant to Government / RBI guidelines shall not be treated as enhancement and will be done without any further cost to the Bank as part of ATS obligations.

13	Page No. 18 / 25. Other Terms and Conditions of the RFP (w)	Bank may install the software in multiple servers for the purpose of high availability / DRS implementation.	Request the bank to confirm the exact number of licenses required for various environments as the price (TCO) may vary based on the number of licenses	Requirement stands as per RFP
14	Page No. 18 / 25. Other Terms and Conditions of the RFP	Bank may install the software in multiple servers for the purpose of high availability / DRS implementation.	Request bank to confirm, apart from production environment any additional environments required for the bank (e.g. UAT, Training, Development)	
15	Page No. 22 / Scope of Work	Scope for Bank sponsored RRBs	How many RRBs UCO Bank have? Do we need to submit the technical proposal for RRBs with this RFP response.	Currently Bank is having two RRBs. The selected bidder may be required to extend the proposed PFMS application to Bank sponsored RRBs separately to meet their requirement as per the scope of this RFP. However, the cost of application would be negotiated by respective RRBs at their end. The required Hardware and Database will be provided by the respective RRBs.
16	Page No. 21 / Facility Management	The Facility Management Services should be available from 6:00 AM to 8:00 PM on all days for five years period post implementation.	Request the bank to clarify whether the support is required on Weekends and public holidays.	RFP Clause is self-explanatory.
17	Page No. 21 / Facility Management	For providing Facility Management services, two technical resources to be provided and they will be responsible for providing support in resolving technical issues reported by the Bank / Branches / Offices / PFMS Authorities	We assume that the two resources will operate from the bidder's premises. Request the bank to clarify.	It is clarified that technical resources towards Facility Management Services to be made available at Banks Head Office, Department of Information Technology

18	Page No. 21 / Facility Management	The Facility Management Services should be available from 6:00 AM to 8:00 PM on all days for five years period post implementation. For providing Facility Management services, two technical resources to be provided and they will be responsible for providing support in resolving technical issues reported by the Bank / Branches / Offices / PFMS Authorities	Please confirm the deployment location of FM personnel.	Premises or any other premises as specified by the Bank during the . However, infrastructure such as sitting space, drinking water, telephone line, computer hardware and stationary will be provided by the Bank
19	Page No. 22 / Hardware Sizing, Database and Operating System	The bidder is required to suggest the Server Hardware, Operating System (OS), Database (DB) or any other device / equipment needed to run and support proposed PFMS Application to get the optimum application performance in handling PFMS related transactions. Bank will provide server hardware, OS and DB as per the requirement mentioned in the Bid. Bidder to also note that Bank may provide the servers in Virtualized environment (Combination of Blade Servers (DELL make) running Microsoft Windows 2012 as Operating System and Microsoft Hyper-V for VMs, SAN storage (DELL Make) out of which required space may be allocated for PFMS project). The Database instance of MS SQL or Oracle may be provided for PFMS purpose.	We assume that the bidder needs to suggest the hardware and the bank will procure it at its own cost and install at the two centres as needed.	Yes, assumption is true.
20	Page No. 22 / Hardware Sizing, Database and Operating System	The bidder is required to suggest the Server Hardware, Operating System (OS), Database (DB) or any other device / equipment needed to run and support proposed PFMS Application to get the optimum application performance in handling PFMS related transactions. Bank will provide server hardware, OS and DB as per the	Request bank to confirm all the software such as web, app & database and respective hardware will be provided by the bank for both Production, DR & UAT	Requirement stands as per RFP.

		requirement mentioned in the Bid. Bidder to also note that Bank may provide the servers in Virtualized environment (Combination of Blade Servers (DELL make) running Microsoft Windows 2012 as Operating System and Microsoft Hyper-V for VMs, SAN storage (DELL Make) out of which required space may be allocated for PFMS project). The Database instance of MS SQL or Oracle may be provided for PFMS purpose.		
21	Page No. 23 / Commercial Evaluation	The Bidder must quote for all the Services mentioned above. The bid amount should be inclusive of all applicable taxes / license fee/ networking charges except service tax, which shall be paid by the Bank.	Request the bank to modify the clause to allow the bidder to quote exclusive of all taxes and the bank shall pay the taxes at actuals from time to time. This is because the bidder is not in a position to determine the new taxes that may be introduced in the future or change in tax rates of existing taxes.	Requirement stands as per RFP Bidders are requested to quote prices inclusive of all applicable taxes. However, payment will be done at actuals prevailing taxes at the time of billing.
22	Page No. 32 / Annexure – VI	Commercial Bid	We assume that the bidder needs to quote in INR absolute and not in Lakhs or Crores. Request the bank to clarify.	
23	Page No. 32 / Annexure – VI	Commercial Bid : (C)Cost of the landline calls relating to Call Center will be borne by the Bank on actual basis.	We assume that the "Call Center" mentioned is the two technical resources operating from the bidder's premises providing remote support to the bank and the calls made to them by the bank officials will be borne by the bank. Request the bank to clarify.	Please refer to the revised commercial bid template appended below.
24	Page No. 20 / Part -II: 1. Scope of Work / Requirements	Cheque Master Data.	Will the cheque information reflect in the message in a field which needs to be captured and stored at bank. Which type of payment mode will it be?	RFP Clause is self explanatory.
25	Page No. 20 / Part -II: 1. Scope of Work / Requirements	Cheque Return Information.	Is it regarding return of transaction from Destination bank in which cheque return field will be reflected in the bank?	Please refer to the Design Document of CPSMS- Bank

26	Page No. 20 / Part -II: 1. Scope of Work / Requirements	Expenditure Filing Active Account Information.	Is it meant by Account validation?	Integration (Complete Document) latest version 2.2 or later and guidelines issued by Controller General of Accounts, Government of India.
27	Page No. 20 / Part -II: 1. Scope of Work / Requirements	Integration with CBS using ISO messages.	Which ISO format bank is currently using for integration with CBS?	
28	Page No. 21 / Part -II: 1. Scope of Work / Requirements	Retrieval of history and issue of cheque numbers for validated accounts from banks to CPSMS application database	Will bank have access to Central CPSMS Application Database. If so, how and what mode of interface to be used	
29	Page No. 21 / Part -II: 1. Scope of Work / Requirements	Validation of beneficiaries and vendors account details and enable e-Payments	What are the different modes of channels currently used by bank for message transmission? Is it NEFT and APBS only?	
30	Page No. 21 / Part -II: 1. Scope of Work / Requirements	Capture events and behavioural attributes of agencies as captured by the bank and use them for effective and efficient management of transactions related services	Kindly elaborate on this point?	
31	Page No. 22 / Projection of the Transaction Volume:	The projected PFMS transaction volume in one year down the line is approx 3 Lac transaction per day.	What is the current peak PFMS volume for the bank?	It is clarified that the projected PFMS transaction volume in one year down the line is Approx. 3 Lacs transaction per day. Thereafter the expected growth volume is Approx. 20% per annum, bidder to quote the commercials and size the hardware accordingly. Bidders may note that the projected number of PFMS transactions is indicative only, actual numbers of transactions may vary upwards.

32	Page No. 22 / Scope for Bank sponsored RRBs	The selected bidder may be required to extend the proposed PFMS application to Bank sponsored RRBs separately to meet their requirement as per the scope of this RFP.	Will it be a separate instance or will it be included in the current instance and include RRB on a later stage?	It is already clarified the selected bidder may be required to extend the proposed PFMS application to Bank sponsored RRBs separately to meet their requirement as per the scope of this RFP. However, the cost of application would be negotiated by respective RRBs at their end. The required Hardware and Database will be provided by the respective RRBs.
33	General Query	NACH System	Is the bank having an existing NACH system to process ACH files. If payment files needs to be sent to NPCI, do we need to interface with existing NACH system or have the proposed solution talk to NPCI NACH system	Yes
34	General Query	NEFT System	Is the bank having an existing NEFT system. If payment needs to be sent to SFMS, do we need to interface with existing NEFT system or have the proposed solution talk to SFMS	Yes
35	General Query		The BIDDER requires inclusion of the following clauses upon mutually acceptable terms and conditions at the time of finalizing the agreement between the parties. This list is inclusive of various other terms of the Contract and is not exhaustive. a) Limitation of Direct Liability and Exclusion of Indirect Liability b) Non-Solicitation c) Intellectual Property Rights d) Right to Assignment e) Mutual Confidentiality obligation	Query not admissible.

Place: Kolkata

Date: 19.08.2015

Please refer to revised commercial bid format given below

Commercial Bid (Revised)**(Amount in Rupees)**

SI No.	Particulars		Price exclusive of Tax (INR) (A)	Tax type with %	Total Tax Amount (INR) (B)	Total Cost Including Taxes (INR) C=AXB
1.	Licensed Application cost for DC and DR including one Year ATS					
2.	One time implementation cost including migration from existing system					
3.	Annual Maintenance cost / ATS (year wise breakup should be specified separately)	Year 2				
		Year 3				
		Year 4				
		Year 5				
4.	Facility Management charges for Five years after implementation	Year 1				
		Year 2				
		Year 3				
		Year 4				
		Year 5				
5.	Other Charges if any for the proposed solution (Please Specify)					
Total Cost of the solution (Amount quoted in Figures)						
Total Cost of the solution (Amount quoted in Words in INR)						

(A) The bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.

(B) The price should be mentioned in Words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.

(C) The necessary infrastructure towards Facility Management such as sitting space, drinking water, telephone line, computer hardware and stationary will be provided by the Bank.

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory

Designation:

Seal of Company