

**Pre bid Clarifications for Fraud Prevention Management Services at Loan Origination Stage.**

**(RFP REF NO: UCO/RBD/02/2015-16 Date: 26/05/2015.)**

| <b><u>S.NO</u></b> | <b><u>Point / Section No</u></b> | <b><u>Clause in RFP</u></b>  | <b><u>Queries</u></b>   | <b><u>Answers</u></b>   |
|--------------------|----------------------------------|--|---|---|
| 1                  | PART –II –RFP<br>Clause No. 6    | The solution offered must have been implemented /deployed in atleast 2 scheduled Banks for a period of 1 year. | Our fraud management solution is running in many banks in India. However none of the banks are using it as cloud service in OPEX model. Is it mandatory that the proposed solution as cloud service should be running in 2 banks? | <p>Bank would work on 'Pay per Use' model. Bank is in need of a solution on OPEX Model for identifying frauds at the point of origination; application inconsistencies, multiple applications from the same individual(s), match new applications against past fraudulent applications</p> <p>The desired approach is to use an application which utilises a suite of rules which are to be run against a series of data sources to highlight any application inconsistencies within the historical application data gathered from closed group of Banks/NBFC's etc by the solution provider that need to indicate fraudulent activity.</p> |
| 2                  |                                  |  | What would be the scenario if before completion of scheduled period of the contract (within 3 years) RBI implements such a common service for all banks in India as a matter of policy.   | In Case the Regulator gives direction to the Banks for common services for all Banks in India to adopt a single platform, Bank would reserve the right to terminate the services of the service provider by giving a two months' notice with settlement of all the pending dues.  |
| 3                  |                                  |  | How the selected agency will procure the historical data from closed group of other banks or NBFCs. What help will UCO Bank provide in collection of such data  | UCO Bank will not provide any help to the bidder for collecting historical data from closed group of other Banks. It is expected that the bidder should have access to the data repository of other Banks in the closed   |

|   |                               |  |   |   |
|---|-------------------------------|--|---|---|
|   |                               |  |   | user group to be used by UCO Bank also.   |
| 4 |                               |  | What would be the role of the agency selected after the software gives alert on possible fraud  | Please refer to 'Analysis & Investigations' section under Annexure III  |
| 5 | Part II, Section 2.1, S.No. 3 | The bidder should have the minimum annual turnover of Rs 25 crores and above in the each of the last two financial years. i.e..2012-13 and 2013-14   | We understand that this clause is applicable for parent company and group financials can accordingly be submitted Please confirm / amend the RFP document accordingly.  | The subject clause stands modified as:<br><br>The bidder/parent company should have the minimum annual turnover of Rs 25 crores and above in the each of the last two financial years. i.e..2012-13 and 2013-14 |
|   | Part II, Section 2.1, S.No. 4 | The bidder should have a positive net worth for the last two financial years. i.e. 2012-13, 2013-14  | We understand that this clause is applicable for parent company and group financials can accordingly be submitted Please confirm / amend the RFP document accordingly.  | The subject clause stands modified as:<br><br>The bidder/parent company should have a positive net worth for the last two financial years. i.e. 2012-13, 2013-14  |
| 6 | Part V, Section 5.4           | The selected Vendor shall provide on an annual basis a Performance Bank Guarantee from a reputed public sector or private sector bank for an amount of Rs.20,00,000/- (Rs.20 lacs) about the accuracy and reliability of the data provided by the vendor through the software solution offered.<br>Performance Bank Guarantee will be valid for the entire contract period | We propose to submit performance guarantee in form on fixed deposit, in lieu of bank guarantee. Also, We propose EMD money to be utilized towards it. Also, performance guarantee (if agreed to be provided) will only be towards obligations under CICRA & hence references to "accuracy & reliability" shall need to be removed. Please confirm / amend the RFP document accordingly. | No change in RFP terms& conditions  |
| 7 | Part I, Section 1.4           | Technical Bid in the form of Bank Guarantee having validity period for 1 year from the date of opening of Technical Bid in the format given in Annexure VI. The EMD amount is INR 5 Lac (Rupees Five Lac Only) issued by any scheduled commercial bank.  | We propose to submit EMD in form on fixed deposit, in lieu of bank guarantee. Please confirm / amend the RFP document accordingly.  | No change in RFP terms& conditions  |

|    |                      |   |   |   |
|----|----------------------|---|---|---|
| 8  | Part V, Section 5.5  | The payment would be made on quarterly basis by Retail Banking Department Head Office Kolkata   | We propose for transaction invoices to be payable on monthly basis. Please confirm / amend the RFP document accordingly.  | No change in RFP terms& conditions  |
| 9  | Annexure IV          | The prices quoted above should be inclusive of all taxes, levies, cess and duties except service tax. Applicable service tax shall be paid by the Bank at actuals at prevailing rate  | We propose that all prices (fees) shall be exclusive of all applicable taxes, including but not limited to service tax. Please confirm / amend the RFP document accordingly.              | No change in RFP terms& conditions  |
| 10 | Annexure I           | We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days. Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Banks notification of award, shall constitute a binding contract between us. | We propose that the terms & conditions shall be as per the uniform format signed by all the current Closed User Group (CUG) members. Please confirm / amend the RFP document accordingly. | It is further clarified that the terms & conditions mentioned in the RFP/subsequent prebid response shall be part of the contract to be signed by the selected bidder and the Bank. |
| 11 | Annexure VIII        | We declare that the services shall not be sub-contracted to any third party without express approval of UCO BANK in writing.  | We propose that the delivery & support of the proposed solution may be subcontracted as per software solution terms & conditions. Please confirm / amend the RFP document accordingly.    | This stand revised as:<br>We declare that the services shall not be sub-contracted to any third party without express approval of UCO BANK in writing except group company.         |
| 12 | Part I, Section 1.16 | Recipients shall be deemed to license, and grant all rights to, 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  | We propose that RFP response submission is confidential information and hence may not be shared with other recipients. Please confirm / amend the RFP document accordingly                | No change in RFP terms& conditions  |
| 13 | Part V, Section 5.8  | The service provider shall indemnify the Bank for (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any   | We propose that it cannot be made liable for any indirect or consequential loss, or loss of profit, etc. IT can only be liable for  | The subject clause stands modified as:<br><br>The service provider shall indemnify the Bank   |

|  |  |   |   |
|--|--|---|---|
|  | consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a “direct” claim | direct loss.<br>Please confirm / amend the RFP document accordingly | for (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage on account of their negligence or their supplied software/service. |
|--|--|---|---|