

UCO BANK Department of Information Technology

Request for Proposal (RFP) for Transition of Treasury Products Linked with LIBOR to RFR <u>RFP Ref. No: UCO/DIT/3551/2021-22 Date: 28/12/2021</u> <u>Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's</u>

SI. No	Page No	Clause No	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1.	11	3	Eligibility Criteria	Do participants need to fill up the table given on Page 13 or do participants need to submit Annexure XVI?	Annexure XVI need to be submitted.
2.	14	3	Tender Document and Fee	Can the payment be done via Bank Transfer?	Please refer RFP page 14. It is clearly mentioned that The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.
3.	22	31	Submission of Offer- Three Bid System with Reverse Auction	From the list of annexures, can UCO provide specifically which documents that should be classified under Eligibility, Technical and Commercial category? Further, can we provide additional documents to support the RFP Response?	Documents relate to eligibility criteria should be submitted in Eligibility Bid envelope. Commercial bid should be submitted in commercial Bid envelope. Remaining all documents should be submitted in Technical bid envelope. Please refer RFP page 22, clause 31 for more

					details.
4.	23	31	Submission of Offer- Three Bid System with Reverse Auction	Technical bid should have documentary proof in support of Eligibility Criteria and Annexures. For this sentence, can I check what should be submitted under technical bid?	RFP clause is self-explanatory
5.	24	31	Submission of Offer- Three Bid System	Can we check if the total page number here refers to the total page number for each set (i.e. eligibility, technical and commercial) or does it refer to the document in entire? For Bank's name, are you referring to Bidder's name or UCO?	Total page number for each set.
6.	21	28	Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet.	Are we still able to ask questions post the pre-bid meeting?	RFP clause is self-explanatory
7.	23	31	Submission of Offer – Three Bid System	The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid. We are not able to stamp on the documents.	Clause stands as per RFP
8.	NA	includin g but not limited to, in Parts 2 and	NA	Due to the unique nature of our services, we wanted to highlight that as part of our standard practices, we are not able to accept additional terms and conditions as we need to rely on our standard terms tailored for our services and applicable to all our customers. Therefore our proposal will be subject to our standard disclaimer	Clause stands as per RFP

Pars 5,	and we won't unfortunately be able to accept any
as well	additional terms and conditions.
as	
Annexu	Additionally, we are a private limited company, we
r I	will not be able certain eligibility criteria
es 1 to	documents, including but not limited to, the below:
24	
	Copies of Memorandum of
	Association
	Copies of Articles of
	Association
	Shareholding pattern TAN, GSTIN Certificate and
	any other tax related document if applicable is
	required to be submitted along with the eligibility
	bid.
	Registration from DIC,
	KVIB, NSIC, KVIC, DIHH, UAA or any other body
	specified by Ministry of
	MSME.
	Undertaking / Power of
	Attorney (PoA) from the OSD(original solution
	developer) mentioning a clause that OSD will
	provide support services during warranty period if
	the bidder authorized by them fails to perform
	Copy of the audited balance sheet, certificate
	from the Chartered Accountant (in case of
	Provisional Balance Sheet) of the company
	showing profit, net worth and turnover of the
	company for the consecutive last three financial
	years i.e. 2017-18, 2018-19 & 201920 should be
	submitted. Documentary evidence with relevant
	copies of Purchase Order/SLA along with
	Completion
	Certificates / Project SignOffs, payment invoices in
	the last three years including names of clients with
	Phone and Fax numbers, E-Mail IDs etc.

				Undertaking to that effect should be submitted as per Annexure-VI. Self-declaration to this effect on the company's letterhead should be submitted As such, we wanted to confirm whether you would consider prospective solution providers submitting proposals subject to their own terms and conditions as per the above or whether this is something which would disqualify a prospective solution provider?	
9.	35	Part VI	Broad Scope of Work	We offer a vast data system which carries literally every data-set which is used by Financial Institutions Globally. We offer Front Office module and Valuation License to address LIBOR Transition. This Solution may have multiple applications across Global markets. Therefore, we will do a scoping exercise with UCO Bank treasury to analyze each and every product that you would like to support in this project I.e. Loans, CCS, IRS etc. The proposal will outline exact requirements of UCO Bank, our detailed solution, Licenses, Commercials and implementation timeline in detail. Then the implementation team will stick to the proposal scope. Any enhancement or workflow requests outside of the scope of the proposal will be reviewed by us and subject to business prioritization and/or potential additional fees.	Detailed scope of work has been mentioned in the RFP
10.	41	9.	Performance Bank Guarantee Clauses of Termination/Order Cancellation	Standard contract terms of 2 years and it is auto renewed at the end of period for another two years for applicable rates at that point in time. UCO Bank can cancel the contract by giving notice of minimum 90 days and the contract will be terminated at the end of the period. If the contract is terminated there will be a penalty of 50% for the remaining period. This is a standard agreement	Clause stands as per RFP

				across all our clients	
			Delivery and Installation	We have a plug and play solution and it is functional from day 1. However, UCO Bank needs to work on converting outstanding deals into the required Format and taking the output feed into the Treasury management or Core Banking system.	
11.	37	2.	The solution should be implemented within a period of 2 weeks from date of purchase order	Further, the UCO Team needs to be trained on the same. We will share our experience of similar implementation in the RFP response. If UCO Bank wishes to outsource this activity to our Integration team then we can include it in the Proposal and scope.	Clause stands as per RFP
12.	24	31	Commercial Bid	Our commercials and pricing are standard across the board. The commercials terms are as follows and we can follow only these commercials : QUE BANK 1. Please note that all amounts in this proposal will be in U.S. dollars and do not include taxes or fees for third-party data 2. You may also be subject to charges outside of this solution. Please discuss details with your representative before proceeding. 3. It does not include locally applicable taxes. For India, the prevailing GST rate is 18%. The invoice is converted to INR invoice using RBI Reference rate 1 day prior invoice generation date 5. The front office solution is billed Quarterly in advance and our Valuation solution is billed at the end of every month 6. Commercials are applicable from the date of signing of contract for 2 years 7. The proposal and commercials we hold for 90 days	Clause stands as per RFP

				4. We will follow the timelines and items	
				committed in the proposal.	
13.	38	4	Warranty & Annual technical Support (ATS)	The implementation process of the solution is critical to a customer's satisfaction. During the final stages of the contracts formalization process, a project manager is assigned to the project. They will arrange 'deep dive' sessions with customer and distribute various checklists to ensure all the details related to the project are thoroughly evaluated. Once all action items are agreed upon by both parties, a project plan with relevant milestones is constructed and distributed. When the plan is agreed the project is officially started. After the kickoff, the project manager will coordinate with other internal groups to complete different aspects of the project. Customers should be rest assured they will always have a single point of contact during the implementation. Front Line HelpDesk We are very proud of the service model offered to customers. Because our clients use our services to facilitate a real-time trading business, we have specialized support to help with time sensitive questions. This group offers personalized and knowledgeable help to our clients 24 hours a day, 5 days a week. We generally do not offer SLAs. Nevertheless, we strive to maintain robust resiliency levels. In the event of a service disruption, we will seek to restore service quickly, as reasonably practicable. Further, our data centers operate in a hot-hot configuration. In addition, we have proper	Clause stands as per RFP

				controls in place to account for external factors and service performance. For a high level overview of our internal controls, we will share details in the rfp proposal of our Overview of Internal Security Practices, ARUP Data Center Resilience Study and SOC3 report	
14.	11	2	Overview or Objective	Libor linked Products under consideration. Lending , Borrowing and Derivatives (Currency Swap, Interest Rate Swaps, Cross Currency SWAP, MIFOR Swap) Is this an exhaustive list of products under consideration?	Yes this is exhaustive list.
15.	11	2	Overview or Objective	Please specify the location or locations of the installation. (India only, or overseas)	India Only
16.	95	Annexu re – XVII	Technical Functional Specification	यूको बैंक 🕜 UCO BANK What is the banks approach to Transition? Which RFR (o/n, term, avg. etc.) and associated products. The RFR conventions being used – Lag range etc.	Bank's requirement pertains to calculation of interest and MTM on all types of RFR deals (including o/n, term, avg.). It should cater to the need of shifting existing LIBOR deals to new RFR regime at appropriate rate provided by the solution. Bank will follow the market convention and the proposed solution should be good enough to cater the same.
17.	95	Annexu re – XVII	Technical Functional Specification	Can you define the meaning of end-to-end solution	Details have been mentioned in RFP Scope of Work.
18.	95	Annexu re – XVII Point #3	Technical Functional Specification	We assume that the quotes would be provided by a rate provider is this assumption correct?	It is the responsibility of the selected bidder to get the rate feed and do the necessary integration with the source.

20.	64	Annexu re-II	Purchase Order/SLA along with Completion Certificates / Project Sign-Offs, payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc. Details of experience Certificate from Chartered Accountant (signed & stamped)	of clients with Phone and Fax numbers, E-Mail IDs etc.	Clause stands as per RFP
21.	78	Annexu re XII	Chartered Accountant		RFP clause is self-explanatory
			profit / loss, net-worth etc.)		

23.	100	re XX Point #2 Annexu re XX	with one-year warranty Commercial bid	Does this mean it is the license cost with one-year warranty? If so, the value columns are masked/greyed out. How can we address/add value against this? We assume the prices are to be given exclusive of all applicable taxes.	RFP clause is self-explanatory
24.	103	Annexu re XXIII Point 7, table	Self-certificate for local content Sale Price of the Product Ex-Factory Price of the Product Freight, Insurance and handling Total bill of Material List & Total cost value of inputs used manufacture of the proposed Goods List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	We request the bank to kindly clarify if the prices should be mentioned in this annexure, because this annexure forms a part of the technical bid and in doing so; it may breach the RFP policy.	Price should be masked.
25.			Regarding hardware procurement	We assume that the bidder needs to supply only the hardware sizing and the bank will provide/provision the requisite hardware/infrastructure as mentioned by the bidder in the sizing document submitted. Is our assumption correct?	Bidder needs to provide the hardware sizing and relevant details
26.			Annexures	We humbly request the bank to share the editable format of the annexures	Clause stands as per RFP

27.	37	Part-V, Section 2	Delivery & Installation	 (i) Recommend that this penalty is acceptable only if the delay is solely attributable to bidder. If there is a non- readiness of site from Bank, then same penalty should not be acceptable. (ii) Suggest that this is a sole & exclusive remedy, in case there is a delay. No Liquidated Damages claim can be entertained along with this remedy. 	Clause stands as per RFP
28.	37	Part-V, Section 3	Contract Period	Early termination for convenience is not acceptable. Bank can terminate only for material breach of bidder. In case Bank wishes to terminate early for convenience, the balance TCO is required to be paid as an early termination for convenience fee.	Clause stands as per RFP
29.	38	Part-V, Section 4	Warranty & ATS	The scope of the ATS Support for the Solution includes version upgrades which are not acceptable. Any version upgrades have to be procured at commercials to be mutually agreed at the time of such releases.	Clause stands as per RFP
30.	38	Part-V, Section 5 (II), (III) & (IV)	Payment Terms	 We request the bank to humbly revise the payment terms as below; License Fee - 50% on Contract Signing, 50% on Delivery of Paper License and Media Copy Implementation Fee and Customization Fee - 20% on Contract Signing, 20% on completion of product walkthrough, 20% on Product Fitment Document (PFD) signoff, 25% on Product deployment for Commencement of Customer Testing, 10% on UAT Completion, 5% on Go-Live AMC Fee - Annually in Advance on completion of warranty 	Clause stands as per RFP
31.	38	Part-V, Section	Uptime & Penalty	Penalties can be accepted for the post-Go Live support and very critical SLAs only.	Clause stands as per RFP

		6		The percentage of penalty will be mutually agreed	
				between the bank and the bidder and maximum ceiling for each SLA to be specified on mutual	
				agreement. Bank cannot unilaterally cancel the	
				contract at its discretion. Any termination shall	
				follow the termination clause that the	
				parties agree under the contract.	
				Kindly clarify how is this Liquidated Damages ('LD')	
				clause different from the implementation delay &	
		Part-V,		SLA Penalties already contemplated under Section	
32.	40	Section	Liquidated Damages	2 & Section 6 of Part-V of this RFP? Existing Penalties	Clause stands as per RFP
		7		and LD clauses needs elaborate discussion with	
				Bank and can be mutually agreed at the time of	
				contract negotiation.	
				Performing Bank Guarantee is contemplated to be	
	41	Part-V, Section 9	Pertormance Bank	independent of the Liquidated Damages ('LD') on	Clause stands as per RFP
33.				Delivery and installation. This cannot be	
				acceptable as any LD shall stand adjusted in the	
				Performing Bank Guarantee that becomes	
				payable.	
		Part-V,		This unilateral right to alter quantities by the Bank is	
34.	42		0	not acceptable. Recommend that alteration of	Clause stands as per RFP
					quantities will be through a CR which scope &
				commercials will be mutually agreed by parties.	
				Indemnification obligations contemplated under	
	15.0	Part-V,		this section has to be made mutual. Why is there an	
35.	45 &	Section	Compliance of Laws	indemnity claim contemplated from 3rd parties and	Clause stands as per RFP
	46	17		Bank's customers? We do not contemplate a	
				scenario where such claims arise. We request the	
				need further deliberation.	
.		Part-V,		If there is any assistance required for UAT, the same	UAT is required at our end before moving it
36.	46	Section	Acceptance Testing	shall be done on a T&M basis.	to production. However, the UAT shall
37.	47 &	20 Part-V,	Order Cancellation	Sub-clause ix (I), (II), (IV) & (V) are not acceptable	complete within seven working days. Clause stands as per RFP
57.	4/ &	run-v,			

	48	Section 21.ix. (I),(II), (IV) & (V)		as Bank has other legal recourse under the contract for bidder's default under scenarios contemplated in these clauses.	
38.	49	Part-V, Section 22 (b)	Indemnity	Except for Intellectual Property infringement claims that the Bank receives from 3rd party, Bidder shall not indemnify the Bank for any other claims/ losses/ damages.	Clause stands as per RFP
39.	50	Part-V, Section 23	Publicity	Statutory requirements shall be excluded from obtaining written permission from the Bank.	Clause stands as per RFP
40.	51 & 52	Part-V, Section 27	Exit Option & Re- Negotiation	Bank cannot unilaterally reopen the price or terms of the contract for re-negotiation. Such most- favourable pricing clauses are not acceptable once the contract is awarded and finalized with bidder.	Clause stands as per RFP
41.	52 & 53	Part-V, Section 28 (g) & (h)	Termination	Clauses (g) & (h) of Section 28 are not acceptable as Bank has other legal recourse under the contract for Bidder's default under scenarios contemplated in these clauses. Kindly note that Termination clause and Order Cancellation clause are analogous and repetitive in essence. Need further elaboration.	Clause stands as per RFP
42.	53	Part-V, Section 29	Termination for Convenience	This termination for convenience is not acceptable. In case of early termination by Bank, the balance TCO is required to be paid as an early termination for convenience fee.	Clause stands as per RFP
43.	54	Part-V, Section 31	Termination for Default	This clause is to be made mutual as bidder should also be entitled to terminate the contract for Bank's default.	Clause stands as per RFP
44.	54	Part-V, Section 32	Consequences of Termination	Any transition services provided by bidder post the termination/ expiration period where the scope, timeframe and commercials shall be mutually agreed between the parties.	Clause stands as per RFP

45.	55	Part-V, Section 34	Technical Inspection & Performance Evaluation	Bank has to provide advance notice for carrying out such inspection or evaluation. Scope of such inspection or evaluation shall also be shared to bidder prior to any inspection or evaluation.	Clause stands as per RFP
46.	56	Part-V, Section 35	Verification	Bank has to provide advance notice for carrying out such verification. Scope of such verification shall also be shared to bidder prior to any verification.	Clause stands as per RFP
47.	57	Part-V, Section 37	Arbitration	Arbitration to be in accordance with the rules of a neutral arbitration institution like ICC or Indian Council of Arbitration.	Clause stands as per RFP
48.	57	Part-V, Section 39	Limitation of Liability	Bidder's liability shall be capped to the amount paid by Bank in the 3 months immediately preceding the event giving rise to the claim. Bidder shall only be liable for direct damages and any indirect or consequential damages should not be surmounted to bidder's liability.	Clause stands as per RFP
49.	62	Part-V, Section 43	Non-Disclosure	The survival confidentiality obligations shall be restricted for 3 years from the date of termination/expiration of the contract.	Clause stands as per RFP
50.	Reco mmen d inserti on of new claus e (in pg- 62/63)	Part-V, Section 44	Ownership of Solution	Solution comes with its usage restriction that can be negotiated at the time of contracting stage. Intellectual Property ownership of bidder's software and its customizations and modifications, belongs to bidder.	Clause stands as per RFP



UCO BANK Department of Information Technology

<u>Request for Proposal (RFP) for Transition of Treasury Products Linked with LIBOR to RFR</u> <u>RFP Ref. No: UCO/DIT/3551/2021-22 Date: 28/12/2021</u> Amendments, Addendums and Corrigendum's

Existing Clause Modified Clause No Advance Payment will be made. Ι. No Advance Payment will be made. Ι. 90 % of implementation cost if any, shall be paid after Ш. successful implementation of the proposed solution/date 90 % of implementation cost if any, shall be paid after П. of go-live. successful implementation of the proposed solution/date 10 % of implementation cost if any, shall be paid after III. of go-live. completion of the one year of warranty period. 10 % of implementation cost if any, shall be paid after III. ATS amount will be paid quarterly in advance against completion of the one year of warranty period. IV. receipt of satisfactory service report of previous quarter ATS amount will be paid quarterly in advance against IV. from the Bank's Project / Operation Manager. receipt of satisfactory service report of previous quarter V. Rate data feed cost will be paid on quarterly arrear basis. from the Bank's Project / Operation Manager.

Part-V (5. Payment Terms)

Annexure - XIX

Masked Commercial Bid (To be submitted with technical Bid)

SI. No.	Items	OTC (One Time Cost) without GST (A)	License cost with one-year warranty (B)	Cost for 2 nd Year ATS without GST (C)	TOTAL Cost without GST (D= A+B+C)
1.	One time implementation cost	XXXX			XXXX
2.	Cost of software utility with one year warranty		XXXX		XXXX
3.	Cost of Annual Technical Support (ATS)			xxxx	XXXX
4.	Rate data feed cost		XXXX	XXXX	XXXX
5.	Data feed integration cost with one year warranty	xxxx बैक 🔞 ।		XXXX	XXXX
	XXXX				
	XXXX				

- We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
- We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

Authorized Signatory

Company Seal Date Name & Designation:

Note:

- In case of discrepancy between figures and words, the amount in words shall prevail.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- All prices should be quoted in **Indian Rupees (INR)** only.
- The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- Bank will not communicate with OEM / OSD for any queries.
- The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.

Annexure-XX

Commercial Bid (Amount in Rs.)

SI. No.	Items	OTC (One Time Cost) without GST (A)	License cost with one-year warranty (B)	Cost for 2 nd Year ATS without GST (C)	TOTAL Cost without GST (D= A+B+C)		
1.	One time implementation cost						
2.	Cost of software utility with one year warranty						
3.	Cost of Annual Technical Support (ATS)						
4.	Rate data feed cost						
5.	Data feed integration cost with one year warranty	यूका बक 🕎 ।					
	Total Cost of Own	nership (total cost of 1+2	2+3) in figure				
	Total Cost of Ownership (total cost of 1+2+3) in word						

- We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
- We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

Company Seal Date Name & Designation:

Authorized Signatory

Note:

- In case of discrepancy between figures and words, the amount in words shall prevail.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- All prices should be quoted in Indian Rupees (INR) only.
- The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- Bank will not communicate with OEM / OSD for any queries.
- The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.



UCO Bank Honours Your Trust

NOTICE TO THE BIDDERS

27.01.2022

Sub: Extension of Bid Submission date in respect of "Request for Proposal (RFP) for Transition of Treasury Products Linked with LIBOR to RFR. RFP Ref. No: UCO/DIT/3551/2021-22 Date: 28/12/2021".

The last date for submission of bid documents for "Request for Proposal (RFP) for Transition of Treasury Products Linked with LIBOR to RFR" which was scheduled on **01.02.2022** is hereby extended **Upto 08.02.2022 (4:00 P.M.)**. Technical bids will be opened on **08.02.2022 at 4:30 P.M**.

Department of Information Technology Head Office, Kolkata