



UCO BANK

Department of Information Technology

Request for Proposal (RFP) for Implementation of EFRMS

RFP Ref. No.: DIT/BPR&BTD/5506/2019-20 Date: 11/02/2020

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

Sl. No.	RFP Page No./ Clause No.	Subject/Description/ Original RFP Clause	Query sought/Suggestions	Bank Response
1.	Page No 10 Eligibility Criteria – Clause 5	The Bidder should have experience of implementation of E-FRM Solution and integration with CBS Application (Finacle) and any two out of following five applications in at least one Public/Private Sector Bank (excluding RRBs & Co-operative Bank) in India in last two years having business mix of minimum Rs. 1 lakh crore 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS	Request the bank to modify the clause as below: The Bidder should have experience of implementation of E-FRM Solution and integration with CBS Application (Finacle) and any two out of following five applications in at least one Public/Private Sector Bank (excluding RRBs & Co-operative Bank) in India having a business mix of minimum Rs. 50,000 Crore	Clause Stands Modified as: “The Bidder/OEM should have experience of implementation of E-FRM Solution and integration with CBS Application (Finacle) and any two out of following five applications in at least one Public/Private Sector Bank (excluding RRBs & Co-operative Bank) in India or Foreign

		5. SWIFT	1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS 5. SWIFT	Bank (having branch presence in India and EFRMS being installed in Indian Branches) in last two years having business mix of minimum Rs. 50 thousand crore 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS 5. SWIFT"
2.	Page No 10 Eligibility Criteria – Clause 6	The proposed solution should be listed in leaders quadrant on ChartisRiskTech Quadrant® for Enterprise Fraud.	Request the bank to modify the clause as below: The proposed solution should be listed either in quadrant on ChartisRiskTech Quadrant® for Enterprise Fraud OR Chartis Risktech 100	Clause stands modified as: "The proposed solution provider should be listed in any quadrant on ChartisRiskTech Quadrant® for Enterprise Fraud"
3.	Page No 10 Eligibility Criteria – Clause 8	The proposed OEM Solution should have been implemented / or be under implementation for a FRM Solution in India to integrate with CBS Application (Finacle) and any two out of following five applications in at least one Large Bank having a minimum of 1000 branches. 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS	Request the bank to modify the clauses as below: The proposed OEM Solution should have been implemented / or be under implementation for a FRM Solution in India to integrate with CBS Application (Finacle) and any two out of following five applications in at least one	Clause stands modified as: "The proposed OEM Solution should have been implemented / or be under implementation for a FRM Solution in India or any foreign bank having branch presence in India and EFRMS being installed in

		4. ATM / POS 5. SWIFT	Bank having a minimum of 300+ branches 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS 5. SWIFT	Indian Branches to integrate with CBS Application (Finacle) and any two out of following five applications in at least one Bank having more than 300 branches . 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS 5. SWIFT"
4.	Page 32 Clause xii.	The provided hardware should have high reliability, fault tolerance, redundancy and high availability having no single point of failure in the hardware (NSPoF)	Does the bank want the Hardware, Database, application and web layers to be configured in an Active-Active mode both in DC and in DR. This has cost implications on database license and hardware	Hardware, Database, application and web layers to be configured in an Active-Passive mode both in DC and in DR.
5.	Page 32 Clause ii	Bidder to deploy at least three L1 (24X7 shift) resources and at least one L2 (general shift including Sundays and other holidays) resource at bank. The engineers should work in close co-ordination with the bank.	If 3 shifts have to be covered by L1 services, it will require 5 resources to meet this requirement while complying with Employment Legality. Please clarify if the bank wants 3 shift coverage with 5 L1 resources.	Clause stands as per RFP
6.	Page 32 Clause xi.	The bidder must also ensure that the hardware resources utilization should not exceed 60% at any	Request the bank to provide the transaction volumes that are there currently and the	In 1 st year 1.2 cr. transaction and

		point of time in the DC & DR for the projected volume of transactions. In case the utilization exceeds the above level, the bidder must provide additional hardware without any additional cost.	expected year on year growth for the next 5 years for vendors to size the hardware configuration.	gradually increase to 2.5 cr in 5 th yr.
7.	Page 31 Clause ii.	The bidder must provide the Application Deployment Architecture with diagrams, identifying components and specifications for each component with description. Description must detail the number of servers, specifications for each resource (Web server, Application, DB, File server, Resource Monitoring servers etc.), Operating System and configuration as well as function of each server, Network Bandwidth Requirements and Storage Requirements.	Request the Bank to share volume of transactions, customers, cards etc. and the period of data retention for vendors to calculate the storage required.	In 1 st year 1.2 cr. transaction and gradually increase to 2.5 cr in 5 th yr.
8.	Page 27 Point iii	The Fraud detection should be done on real time/near real time basis as specified for different transactions in the RFP. The authorization/decline of the inflight transaction should not affect performance of the source systems.	Request the bank to specify volume of transactions that are expected to be responded to in real time and response time in milliseconds in which the response should be made available. This is needed to calculate the number of CPU	In 1 st year 1.2 cr. transaction and gradually increase to 2.5 cr in 5 th yr.

			cores and the type of storage required	
9.	Page 33 Clause xxii.	<p>The solution provided by Bidder for the EFRM Solution must support Disaster Recovery plans as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Allow fail over as per the DR policy of the Bank <input type="checkbox"/> Provide architecture and design for Disaster Recovery <input type="checkbox"/> Bidder must detail out any licensing information related to Disaster Recovery design <input type="checkbox"/> Provide RTO of 2 hours. <input type="checkbox"/> Provision for data from DC to be automatically propagated online through asynchronous replication to disaster recovery/failover sites. <input type="checkbox"/> Size the DR at 100% capacity of the DC 	Request the bank to provide the Recovery Point Objective (RPO) to calculate the bandwidth required between DC and DR. The bank also needs to provide transaction volume and peak transaction rates year on year to endure that vendor can specify the bandwidth needed year on year between DC and DR.	RPO 30 Minutes & RTO 90 minutes
10.	Page 102 Point 41	The EFRMS must feature to permit linkage of the central raw data repository to the backup system	Is the bank expecting the vendor to provide a backup solution (both hardware and software) or leverage existing backup solutions already deployed? This is critical to specify the bill of material needed	Bidder have to provide backup solution.
11.	Page 39 Point 3	The Bank plans to complete the implementation process in six months and the selected bidder	The implementation timelines sought by the bank are very ambitious. Our experience	Clause Stands as per RFP

		has to plan accordingly to adhere to the timelines.	suggests that the bank will be better served by planning a 3 phase implementation with a planning period of 3 to 4 weeks preceding the beginning of all the 3 phases. Each phase could be about 12 weeks thus taking the whole implementation to 40 weeks.	
Page 44 point 13	<p>Hardware cost</p> <p>□ 90% of the order value along with applicable taxes on actual basis will be paid on successful user acceptance after delivery, installation of the ordered items, after realizing penalty charges for late delivery and / or late installation, if any.</p> <p>The claim of payment should contain proof of delivery, installation note and User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites, waybill etc.</p> <p>□ Remaining 10% of the cost along with applicable taxes would be paid after three months from Go-live and successful operation.</p> <p>ii. Software cost</p>	<p>Hardwar Cost:</p> <p>We request that payment terms be changed so that Hardware, System Software and database has 90% payment against delivery. The remaining 10% be paid after completion of UAT.</p> <p>Software Cost:</p> <p>Application software costs be paid 50 % on delivery. 40 % on completion of UAT and 10 % after 3 months of go live. The implementation costs be paid 90% on completion of UAT and 10% after 6 months of going live.</p>	Clause Stands as per RFP	

		<p>□ 70% of order value will be paid on successful go-live of the project.</p> <p>□ 30% of order value will be paid after six months of successful implementation of the solution.</p> <p>iii. AMC for Hardware shall be paid in quarterly arrear basis.</p> <p>iv. ATS on software item shall be paid in quarterly arrear basis.</p> <p>v. Payment for FM services shall be paid in quarterly arrear basis.</p>		
12.	Page 102 Point 40	Should contain crawling capabilities which should be able to retrieve Web pages that go many layers deep originating from a specific URL.	Crawling from web pages requires legal subscription from the sources which bank can take. For EFRM implementation external crawling is not required. Hence, it is requested to remove this requirement.	Clause Stands DELETED.
13.	Page 102 Point 41	The EFRMS must feature to permit linkage of the central raw data repository to the backup system.	Is the requirement to integrate EFRM with bank's source systems? Please suggest if our understanding is correct.	Clause Stands as per RFP
14.	26 /Qualifying criteria in	In Commercial Evaluation, no weightage for Technical Scoring will be given	EFRMS being a critical system to the bank and given the large nature of frauds, it is important to give due weightage to the technical capability of the	Clause Stands as per RFP

	Total is 75% of Y		solution. Many banks have gone for a techno-commercial evaluation 70:30 giving 70% marks to technical scoring and 30% to commercial scoring. Highest scoring bidder is then selected for the project. It is suggested that bank should adopt a similar approach for EFRMS evaluation.	
15.	Page 116 Point 5	Solution must provide wide range of stronger authentication capabilities to be used based on the risk score of the transaction for consumer and corporate banking customers.	Our understanding is here the requirement is to integrate with bank's existing authentication engine as mentioned in other parts of RFP, like point 13 on page 117 and point viii on page 28.	Clause Stands as per RFP
16.	Page 43 Point VII	Up time of 99.9% Monthly	The real time Scoring engine would be considered for this SLA while the solution peripherals like Data management, case management should be considering in Active-Passive Mode. Kindly confirms.	Clause Stands as per RFP
17.	page 32 Point XI	The bidder must also ensure that the hardware resources utilization should not exceed 60% at any point of time in the DC & DR	60% Utilization Cape of HW will keep lot resources Ideal and this is adding when we are considering HA aspect. Request Bank to consider to increase this cape for more	Clause Stands as per RFP

			optimization of HW requirement.	
18.	Page 35 XI	Environment for Test & Dev, UAT	what is capacity to that of Production needs to consider for these non-Production instances	Non production hardware should be sized to make successfully development & testing of module / all modules of software simultaneously with fully populated database.
19.	Part - I 3. Eligibility Criteria Page 11	7. The bidder should be having a team of at least 10 skilled staff experienced in implementing at least one FRM solution to be able to deliver and support the proposed solution.	Most of the EFM implementation are done directly by the OEMs and many bidders (SIs) do not have skilled staff in their payroll. Hence requesting bank to change this clause to "The bidder/OEM should be having a team of at least 10 skilled staff experienced in implementing at least one FRM solution to be able to deliver and support the proposed solution."	Clause stands modified as: " The Bidder/OEM should be having a team of at least 10 skilled staff experienced in implementing at least one FRM solution to be able to deliver and support the proposed solution. In case bidder is not OEM, then bidder will have to submit a concurrence letter from OEM that they will provide all support to bank as per scope and requirement of RFP on behalf of bidder "

20.	Part - I 3. Eligibility Criteria Page 12	Note: In this tender process, either authorized representative / distributor / dealer in India on behalf of Principal OSD (Original Solution Developer) or Principal OSD itself can bid but both cannot bid simultaneously. In such case OSD bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OSD, the same agent / distributor shall not submit a bid on behalf of another Principal OSD in the same tender for the same item or product.	Can the Principal OSD submit two or more bids with different bidders? Is that acceptable?	Yes, It is acceptable.
21.	Part – IV 2. SCOPE OF WORK Page 27	ii. The solution should cover detection and prevention of frauds at different process stages of the channels and applications for all types of transactions, both financial and non-financial transactions.	Requesting bank to provide the list of channels which need fraud prevention.	List of channels already mentioned in RFP document at Page No. 29.
	Part – IV 2. SCOPE OF WORK Page 28	viii. The proposed solution should be able to integrate with bank's existing authentication SMS (OTP) and 2FA infrastructure for stronger authentication.	Requesting bank to provide the details of existing 2FA infrastructure?	Details of existing 2FA infrastructure will be provided to selected bidder.
22.	Part – IV 2. SCOPE OF WORK Page 28	xi. The solution should have proven integration capabilities with the CBS and bidder should ensure that the EFRM solution does not have a performance	Is bank looking for out of the box integration with Finacle CBS?	Clause stands as per RFP

		impact on the CBS or any other channel.		
23.	Part – IV 2. SCOPE OF WORK Page 28	xiv. The scope of work includes integration and implementation of interfaces to all systems mentioned above in point no. 1 (Existing Setup).	For any changes that is required in the respective source system side has to be taken care by the respective vendors. Requesting bank to confirm that necessary support from the source system vendors will be will be arranged by the bank.	Clause stands as per RFP
24.	Part – IV 2. SCOPE OF WORK Page 28	xv. Bidder to provide required hardware for app, web, DB layers and storage for both DC & DR site. Bidders should quote for all required OS, DB, middleware and any other software licenses.	Is High Availability required at DC & DR?	Yes
25.	Part – IV 2. SCOPE OF WORK Page 28	xv. Bidder to provide required hardware for app, web, DB layers and storage for both DC & DR site. Bidders should quote for all required OS, DB, middleware and any other software licenses.	Requesting bank to provide the maximum hardware utilization % expected?	Please refer Part-IV, Clause 4, (Infrastructure requirement)
26.	Part – IV 2. SCOPE OF WORK Page 28	xv. Bidder to provide required hardware for app, web, DB layers and storage for both DC & DR site. Bidders should quote for all required OS, DB, middleware and any other software licenses.	Kindly provide the maximum TPS (Transactions Per Second) for which hardware has to be sized for?	Max TPS at 1 st yr. 400 which gradually increased to 900 in 5 th yr.

27.	Part – IV 2. SCOPE OF WORK Page 28	xv. Bidder to provide required hardware for app, web, DB layers and storage for both DC & DR site. Bidders should quote for all required OS, DB, middleware and any other software licenses.	Does bank has signed any Enterprise license agreements with database vendors, which we can utilize? If Yes kindly provide the DB Name, Version, Any database add-on components that will be provided.	Clause stands as per RFP
28.	Part – IV 2. SCOPE OF WORK Page 28	xv. Bidder to provide required hardware for app, web, DB layers and storage for both DC & DR site. Bidders should quote for all required OS, DB, middleware and any other software licenses.	Can we leverage existing back-up solution available at the bank?	Clause stands as per RFP
29.	Part – IV 2. SCOPE OF WORK Page 28	xv. Bidder to provide required hardware for app, web, DB layers and storage for both DC & DR site. Bidders should quote for all required OS, DB, middleware and any other software licenses.	Can we leverage existing hardware load balancers available at the bank?	Clause stands as per RFP
30.	Part – IV 2. SCOPE OF WORK Page 29	xxv. Bidder will be responsible to store transactions / events in industry standard format.	Kindly provide details on how long the transactions to be stored? Is it for the contract period of 5 years?	Transaction / events is to be stored for minimum period of 5 years.
31.	Part – IV 3. FUNCTIONAL REQUIREMENTS – TOOLS,	viii. The solution should be able to send notifications and alerts in different formats, such as alerts, email, SMS, etc.	Is bank looking for the proposed solution to integrate with existing SMA & Email gateways to send notifications. Kindly clarify.	Yes

	FUNCTIONALITIES & FEATURES Page 31			
32.	Part – IV 4. INFRASTRUCTURE REQUIREMENTS – HARDWARE / NETWORK / SECURITY Page 32	xi. The bidder must also ensure that the hardware resources utilization should not exceed 60% at any point of time in the DC & DR for the projected volume of transactions. In case the utilization exceeds the above level, the bidder must provide additional hardware without any additional cost.	At 60% utilization there will be more infra resources being idle and it is a waste of bank's money. Hence, requesting bank to increase the utilization to 80%.	Clause Stands as per RFP
33.	Part – IV 8. Facility Management Support Page 35	v. All Facility Management engineers deployed should be on the payroll of the bidder and should not deploy Franchise engineers.	Requesting bank to kindly consider resources from OEMs payroll also, as application customization is also part of the facility management.	Clause Stands modified as : “ All Facility Management engineers deployed should be on the payroll of the bidder/OEM and should not deploy Franchise engineers. The bidder have to submit employment details of the employees ”

34.	Part – IV 9. Training Page 37	9. Training	Requesting bank to provide details on 1. how many days of training is required? 2. Number of bank personnel who will be attending the training? 3. Training location.	Two Day Functional Training. Two Day Technical Training and Two day Hands on practice at Bank's decided location in KOLKATA
35.	PART – V 1. Consortium Page 39	For execution of project, prime selected bidder may constitute a consortium of different selected bidders such as cloud service providers, OSD etc.	Is bank open to solutions hosted on cloud infrastructure?	Please refer Corrigendum.
36.	PART – V 13. Payment Terms Page 44	ii. Software cost n 70% of order value will be paid on successful go-live of the project. n 30% of order value will be paid after six months of successful implementation of the solution.	Requesting bank to kindly change the payment terms as follows ii. Software cost n 70% of software cost will be paid on Delivery, successful Installation and acceptance of the software with Environment Setup. n 30% of software cost will be paid on successful go-live of the solution.	Clause Stands as per RFP.
37.	PART – V 13. Payment Terms Page 44	13. Payment Terms	Requesting bank to add the implementation services payment terms also.	Clause Stands as per RFP .

38.	PART – V 17. Penalty & Uptime Page 46	iv. Delayed Installation The Solution is required to be configured by the bidder within 6 months in a timebound manner.	Implementation time line of 6 months not possible for the vast scope asked in the RFP. Requesting bank to kindly extend the implementation period to minimum 12 months.	Clause stands as per RFP
39.	PART – V 17. Penalty & Uptime Page 47	vii. Uptime The selected bidder shall ensure minimum uptime of 99.9% for the entire solution	Uptime requirement of 99.9% is very strict. Requesting bank to kindly change it to 99%	Uptime The selected bidder shall ensure minimum uptime of 99.5% for the entire solution
40.	PART – V 17. Penalty & Uptime Page 47	vii. Uptime The selected bidder shall ensure minimum uptime of 99.9% for the entire solution	Kindly confirm that the planned downtime (which will be informed in advance to the bank and will be scheduled at a time suitable to the bank) will not be considered in calculating the Uptime.	Planned Downtime will not be a part of downtime.
41.	PART – V 17. Penalty & Uptime Page 47	vii. Uptime The selected bidder shall ensure minimum uptime of 99.9% for the entire solution The maximum downtime for the hardware and software for <u>encryption solution</u> and its allied applications should be less than 15 minutes per incident in a month with a maximum downtime of 45 minutes in the whole month, failing which a penalty as per penalty clause will be applicable.	Requesting bank to change this (from encryption solution) to EFRM solution.	Clause stands modified as: “The selected bidder shall ensure minimum uptime of 99.5% for the entire solution. The maximum downtime for the hardware and software for implemented solution and its allied applications should be less than 15 minutes per

				incident in a month with a maximum downtime of 45 minutes in the whole month, failing which a penalty as per penalty clause will be applicable"
42.	PART – V 40. Warranty & AMC / ATS Page 57	Hardware i. The selected bidder must provide three years on-site comprehensive warranty for all hardware and peripheral items to be supplied under this RFP covering all parts and Labour from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty and two year AMC (4th Year AMC & 5th Year AMC), if so decided by the Bank.	It is our understanding that, all infra software i.e. OS, database, back-up software, virtualization SW are included in the Hardware. Kindly confirm.	Clause stands as per RFP.
43.	Annexure – XVIII Eligibility Criteria Compliance Page 93	20. The service provider should have its presence in India (Kolkata / Bangalore / Mumbai).	Requesting bank to change this clause to "The bidder/OEM should be present in India and should be able to provide support to the project during the contract period"	Clause stands modified as: " The selected bidder/OEM should have its presence in India (Kolkata / Bangalore / Mumbai) and Bidder/OEM should submit declaration in letter head that they will provide all kind of

				support during contract period."
44.	Annexure – XXII Page 131	Format of Commercial for RFP for Implementation of EFRMS (Amount in Rs.)	Requesting bank to add the implementation services as a separate line item to the commercial format.	Clause stand as per RFP.
45.	Annexure – XIX Technical Scope of Work Page 119	Group 16 - Mobile Banking Frauds 1. Proposed Solution should offer integration with mobile through a web services call or a Software Development Kit (SDK).	Integration with mobile' means, the proposed EFRMS solution integrates with bank's Mobile Banking system at DC/DR. Is our understanding correct?	Clause stands as per RFP.
46.	Annexure – XIX Technical Scope of Work Page 119	Group 16 - Mobile Banking Frauds 2. Proposed Solution should support the following mobile platforms: Apple iOS, Android OS, Blackberry OS and any other Operating System for which Mobile application is made available.	Not relevant to EFRMS application as the solution is web based and accessed by bank's investigation team from a centralized location. Irrespective of the mobile platform the proposed EFRMS application can detect mobile banking fraud. Requesting bank to delete this.	Clause stands as per RFP.
47.	Annexure – XIX Technical Scope of Work Page 101	Group 2 - Data Management 38. The EFRMS system must have ingestion capabilities from a variety of sources, a including but not limited to : . Websites	Kindly provide more details on the data that needs to be ingested from the websites and website details.	Clause stands as per RFP.

48.	Annexure – XIX Technical Scope of Work Page 102	Group 2 - Data Management 40. Should contain crawling capabilities which should be able to retrieve Web pages that go many layers deep originating from a specific URL.	It is our understanding that here crawling refers to data lookup from the database. Kindly confirm.	Clause stands as per RFP.
49.			Core Banking System (CBS) (for current year) Total Number of Customers Total Number of Accounts Total Number of Branches Total Number of core banking transactions in a 1. Day 2. Month 3. Year Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth % average TPS for core banking transactions Peak tps for core banking transactions Peak Concurrent user logins Average Concurrent user logins	Details will be shared with successful bidder.
50.			Internet Banking (IB) (for current year)	Details will be shared with successful bidder.

			<p>Internet Banking software Name</p> <p>Total number of IB Users</p> <p>Total IB transactions volume per day, month and year (Including: No of Logins (success and failure), No of Beneficiary registration, No of Funds Transfer, etc.,)</p> <p>1. Day</p> <p>2. Month</p> <p>3. Year</p> <p>Average TPS of all IB transactions</p> <p>Peak TPS of all IB transactions</p> <p>Hourly max Transactions (Max Transactions. observed in an hour)</p> <p>Expected YoY Transaction growth %</p> <p>Peak Concurrent user logins</p> <p>Average Concurrent user logins</p>	
51.			<p>Mobile Banking (MB) (for current year)</p> <p>Mobile Banking software name</p> <p>Total number of MB Users</p> <p>Total MB transactions volume per day, month and year (Including: No of Logins (success and failure), No of Beneficiary registration, No of</p>	<p>Details will be shared with successful bidder.</p>

			Funds Transfer, etc.,) 1. Day 2. Month 3. Year Average TPS of all MB transactions Peak TPS of all MB transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth % Peak Concurrent user logins Average Concurrent user logins	
52.		यूको बैंक	Credit Cards (for current year) Credit card switch name Total number of Credit cards Total transactions volume per 1. Day 2. Month 3. Year Average TPS of all credit card transactions Peak TPS of all credit card transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	Details will be shared with successful bidder.

53.			Debit Cards (for current year) debit card switch name Total number of Debit cards Total transactions volume per 1. Day 2. Month 3. Year Average TPS of all debit card transactions Peak TPS of all debit card transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	Details will be shared with successful bidder.
54.			Brokerage/Trading Accounts Total number of brokerage/trading accounts Total transactions volume per 1. Day 2. Month 3. Year Average TPS of all brokerage/trading transactions Peak TPS of all brokerage/trading transactions Hourly max Transactions (Max Transactions. observed in an hour)	Details will be shared with successful bidder.


			Expected YoY Transaction growth %	
55.			Remittances (SWIFT) Total number of remittance transaction in a 1. Day 2. Month 3. Year Average TPS of remittance transactions Peak TPS of remittance transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	Details will be shared with successful bidder.
56.			UPI Total number of UPI users Total transactions volume per 1. Day 2. Month 3. Year Average TPS of all UPI transactions Peak TPS of all UPI transactions Hourly max Transactions (Max Transactions. observed in an hour)	Details will be shared with successful bidder.

			Expected YoY Transaction growth %	
57.			AEPS Total number of AEPS users Total transactions volume per 1.Day 2.Month 3.Year Average TPS of all AEPS transactions Peak TPS of all AEPS transactions Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth %	Details will be shared with successful bidder.
			Financial Inclusion Total number of Financial Inclusion Accounts Total transactions volume per 1.Day 2.Month 3.Year Average TPS of all Financial Inclusion transactions Peak TPS of all Financial Inclusion transactions Hourly max Transactions (Max Transactions. observed in an hour)	Details will be shared with successful bidder.

			Expected growth %	YoY Transaction	
58.	Part - I 3. Eligibility Criteria Page 12	Note: In this tender process, either authorized representative / distributor / dealer in India on behalf of Principal OSD (Original Solution Developer) or Principal OSD itself can bid but both cannot bid simultaneously. In such case OSD bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OSD, the same agent / distributor shall not submit a bid on behalf of another Principal OSD in the same tender for the same item or product.	Can the Principal OSD submit two or more bids with different bidders? Is that acceptable?		Yes, it is acceptable. But if OSD applies itself then they cannot submit bid with any bidder.
59.	Part – IV 8. Facility Manag ement Support Page 35	ii. Bidder to deploy at least three L1 (24X7 shift) resources and at least one L2 (general shift including Sundays and other holidays) resource at bank. The engineers should work in close co-ordination with the bank.	We need to deploy minimum one L1 resource per shift. Is our understanding correct?		Yes
60.	28	Bidder should provide interface requirements, if any, for delivery channels and CBS.	We assume that all the cost levied by the respective OEM for delivery channels of the bank shall be borne by the bank and the same will not be		Clause stand as per RFP.

			passed on the bidder. Kindly confirm	
61.	29	EFRM setup/infrastructure may be subjected to audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to cooperate and provide necessary information and support to the auditors with respect to the EFRM project. The Bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the Bidder to ensure that the observations do not get repeated in subsequent audits. Such noncompliance by Bidder shall attract penalty.	we understand that the costs pertaining to such Audit's will be borne by the bank, request Bank to confirm.	Yes, Bank's liability will be limited to Auditor's fees (if any) only.
62.	31	The indicative and forecasted transactions have been mentioned.	Requesting bank to provide the projected transaction volume.	In 1 st year 1.2 cr. transaction and gradually increase to 2.5 cr in 5 th yr.
63.	31	The solution should be able to send notifications and alerts in different formats,such as alerts, email, SMS, etc.	We assume bidder is required to integrate with the Banks SMS/Email gate way and Bank will borne cost of SMS or any alerts	Yes

64.	32	Security Audit of the application and VA & PT will be carried out by the Bank at regular intervals and the Observations / recommendations need to be complied within the time limit as advised by the Bank.	we understand that the costs pertaining to Security Audit will be borne by the bank, requesting the bank to confirm.	Yes, Bank's liability will be limited to Auditor's fees (if any) only.
	35	Bidder to deploy at least three L1 (24X7 shift) resources and at least one L2 (general shift including Sundays and other holidays) resource at bank. The engineers should work in close co-ordination with the bank.	We understand that requirement of 3 L1 resources means bidder to provide one resource per shift, hence 3 resources per day, Request Bank to clarify.	Yes
65.	42	Taxes	As mentioned in the commercial template, We understand that bank will consider bidder's quote exclusive of all the taxes and taxes shall be paid extra to the bidder. Request Bank to confirm.	Yes
66.	44	Software cost 1) 70% of order value will be paid on successful go-live of the project. 2) 30% of order value will be paid after six months of successful implementation of the solution.	Requesting the bank to change the clause as follows: "50% of order value on signing of PO, 30% of order value on UAT sign-off, 20% of order value on 3 months of go live"	Clause stands as per RFP.

67.	44	AMC for Hardware shall be paid in quarterly arrear basis.	Requesting bank to pay AMC annually in advance as per standard industry practice.	Clause stands as per RFP.
68.	44	ATS on software item shall be paid in quarterly arrear basis.	Requesting bank to pay ATS annually in advance as per standard industry practice.	Clause stands as per RFP.
69.	44	Payment for FM services shall be paid in quarterly arrear basis	Requesting bank to do Payment for FM services monthly arrear as bidder will be incurring cost monthly.	Clause stands as per RFP.
70.	48Purchase Order unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.	request Bank to remove this clause, as termination cannot be without any reason 	Clause stands as per RFP.
71.	56	38. Termination for Convenience The Bank, by written notice sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of	Request Bank to remove this clause, as termination cannot be at the convenience of the Bank without any reason	Clause stands as per RFP.

		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.		
72.	131	Format of Commercial for RFP for Implementation of EFRMS (Amount in Rs.)	Request Bank to clarify whether bidder can add additional line items to the given template. as Bank is aware that each item given has different variants with different unit costs with requirement of different quantities, i.e. for example if we consider server from hardware it has different variants with different unit costs and quantity requirement.	Clause stands as per RFP.
73.	131	Format of Commercial for RFP for Implementation of EFRMS (Amount in Rs.)	as per page 34 of RFP bidder is required to quote commercials for 100 man days which bank will utilize for future additional customization, Request Bank to provide place holder for the same	Please refer Revised Commercial
74.	131	Facility Management Resource Charges	we understand that bidder is required to quote FM resource related commercials	Clause stands as per RFP.

			considering minimum required resources mentioned in the RFP. If any additional resources are required by the Bank the same shall be charged to the Bank on the agreed rates. Request Bank to clarify.	
75.	2; 17/Disclaimer;15	"... No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder." 15. No Legal Relationship No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.	BIDDER would requests the Bank to treat the bid response and supporting documents submitted by the BIDDER as confidential irrespective of a formal contract being entered between the parties or the documents being marked as proprietary or not because the information/contents submitted by the BIDDER in response to this RFP are proprietary and confidential information of the BIDDER. BIDDER would like to clarify that BIDDER's grant of rights to Bank to reproduce the proposal and supporting documents be restricted only for evaluation purpose within Bank but BIDDER would remain as the owner for all purposes as the contents are proprietary to the BIDDER.	The bid documents submitted by the bidder is always kept confidential by the bank and used for the purpose of RFP only.

	46,17 of Part V	Penalty and Uptime	BIDDER request the Bank negotiate the SLA terms at the time of contract negotiation on mutually agreed terms.	Clause stands as per RFP.
76.	45,15 of Part V	15. Cancellation of Contract & Realization of Compensation The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances: i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA. ii. The bidder goes into liquidation voluntarily or otherwise. iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order. iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory. v. If deductions on account of liquidated damages exceed more than 10% of the total order price. vi. In case the bidder fails to deliver the quantity as stipulated	Breach of any material terms and conditions of the agreement, including non-compliance of the mutually agreed service levels , and such breach is not cured within a period of 90 days from the date of receipt of notice issued by the Bank specify in writing expressly the breach and for its remediation. BIDDER request the Bank to modify the clause as below "15. Cancellation of Contract <i>The bank reserves the right to cancel the order placed on the selected bidder only on the following circumstances:</i> <i>i. The bidder commits a breach of any of the terms and conditions of the terms and conditions of the Purchase Order / SLA, such breach is not cured by bidder within 90 days from the date of receipt of written notice from Bank.</i> <i>ii. The bidder goes into liquidation voluntarily or</i>	Clause stands as per RFP.

	<p>in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days" notice for the same. 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.</p> <p>viii. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>ix. Non-compliance of the scope of the job.</p> <p>x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</p>	<p>otherwise.</p> <p>iii. <i>If deductions on account of liquidated damages exceed more than 10% of the total order price.</i></p> <p>iv. <i>On the events of data piracy / privacy / system failures / security failures on sole accountability of the bidder."</i></p>	
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		xi. On the events of data piracy / privacy / system failures / security failures.		
77.	45	15. Cancellation of Contract & Realization of Compensation	BIDDER would like to discuss with Bank to include a crucial clause that is reasonable to provide termination rights for bidder for non-payment or non-performance by the Bank.	Clause stands as per RFP.
78.	47	18. Liquidated Damage Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force.	BIDDER would like to request the Bank to change the penalty to 0.5% instead of 1% per week considering the efforts taken by BIDDER to provide the services under the scope.	Clause stands as per RFP.

	48,20 of Part V	<p>20. Contract Period</p> <p>The tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (SLA) / date of acceptance of the first Purchase Order unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.</p>	<p>BIDDER would request the Bank to modify the clause as such any renewal shall be on the mutually agreed terms.</p>	<p>Clause stands as per RFP.</p>
79.	48,20 of Part V	<p>20. Contract Period</p> <p>The tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (SLA) / date of acceptance of the first Purchase Order unless terminated earlier by the Bank by serving 90</p>	<p>BIDDER request the Bank to delete the provision relating to termination for convenience.</p>	<p>Clause stands as per RFP.</p>

		<p>days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.</p>		
80.	48-49,22 of Part V	<p>22. Order Cancellation</p> <p>The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <ul style="list-style-type: none"> · Delay in commissioning / implementation / testing beyond the specified period. · Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process. · In case of cancellation of order, any payments made by the Bank 	<p>BIDDER request the Bank to delete this clause since you have already covered the same under Clause 15 of Part V. BIDDER also request you to modify the clause as requested in Clause 15.</p>	<p>Clause stands as per RFP.</p>

		<p>to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p> <p>· Vendor should be liable under this section if the contract/purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.</p>		
81.	52,29 of Part V	<p>".....The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality."</p>	<p>BIDDER would request the Bank to modify this clause as below.</p> <p>"The Parties will reserve a right to re-negotiate the terms of the entire contract at mutually agreeable for both parties"</p>	<p>Clause stands as per RFP.</p>
	53,31 of Part V	<p>31. Signing of 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</p>	<p>BUDDER request the Bank to provide a 60 days timeline to execute the contract.</p>	<p>Clause stands as per RFP.</p>

		of the Bid through a Letter of Empanelment or within such extended period as may be specified.		
82.	54,34 of Part V	<p>33. Termination</p> <p>UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:</p> <ul style="list-style-type: none"> - a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. b) The selected bidder goes into liquidation, voluntarily or otherwise. c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid. e) The selected bidder fails to complete the assignment as per the time lines prescribed in the 	<p>Breach of any material terms and conditions of the agreement, including non-compliance of the mutually agreed service levels , and such breach is not cured within a period of 90 days from the date of receipt of notice issued by the Bank specify in writing expressly the breach and for its remediation.</p> <p>BIDDER request the Bank to modify the clause as below "34. <i>Termination</i></p> <p><i>UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing under the following circumstances:</i></p> <ul style="list-style-type: none"> <i>- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder, provided such breach is not cured within 90 days cure period.</i> 	Clause stands as per RFP.

	<p>Work Order/SLA and the extension, if any allowed.</p> <p>f) Deductions on account of liquidated damages exceed more than 10% of the total work order.</p> <p>g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</p> <p>i) UCO BANK reserves the right to</p>	<p>b) The selected bidder goes into liquidation, voluntarily or otherwise.</p> <p>c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.</p> <p>d) Deductions on account of liquidated damages exceed more than 10% of the total work order.</p> <p>The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force."</p>	
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		<p>recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.</p> <p>The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.</p>		
83.	56,38 of Part V	<p>38. Termination for Convenience 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>	<p>BIDDER would request the Bank to delete this termination for convenience, considering the efforts taken by BIDDER to provide services. Any termination under this RFP should be with cause.</p>	<p>Clause stands as per RFP.</p>
84.	56,37 of Part V	<p>37. Termination for Default 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</p>	<p>Breach of any material terms and conditions of the agreement, including non-compliance of the mutually agreed service levels , and such breach is not cured within a period of 90 days from the</p>	<p>Clause stands as per RFP.</p>

		perform any obligation(s) under the Contract.	date of receipt of notice issued by the Bank specify in writing expressly the breach and for its remediation. Hence, request the Bank to modify this clause.	
	52,30 of Part V	30. Consequences of Termination	BIDDER would like to clarify that transition of the services will be on mutually agreed price and training, if any, will be charged additionally.	Clause stands as per RFP.
85.	60,43 of Part V	"...c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order..."	BIDDER would like to request the Bank to delete this provision, since this kind of losses cannot be acceptable under Indian laws . Hence the same needs to be deleted.	Clause stands as per RFP.
86.	85, Annexure XVII	Non - Disclosure Agreement	BIDDER request the Bank to have mutual confidential obligations.	Clause stands as per RFP.
87.	General	BIDDER would request the Bank that any binding terms and conditions shall be on a mutually agreed basis. BIDDER requires inclusion of these crucial clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank.	<p>BIDDER would request the Bank that any binding terms and conditions shall be on a mutually agreed basis.</p> <p>BIDDER requires inclusion of the following crucial clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank. This list is inclusive of various other terms of the agreement and is not exhaustive.</p>	Clause stands as per RFP.

			<p>1) Cap on Liability (Limitation of Liability)</p> <p>2) Non-solicitation</p> <p>3) Intellectual Property Rights</p> <p>4) Assignment etc.</p> <p>5) Representation and Warranties</p> <p>6) Indemnities</p> <p>7) Termination by BIDDER (for delayed or non-payment by Bank)</p> <p>8) Confidentiality protection for BIDDER's IP & Patent rights</p> <p>9) Penalty and SLA</p> <p>10) Liquidated Damages</p> <p>We would also request the Bank to consider the below aspects: Termination compensation by the Bank in the event of termination of the agreement by the Bank prior to completion of the term.</p>	
	35	8 i	Kindly confirm if the vendor needs to support OS, DB, Middleware, Storage on a 24 x 7 basis or a different support window.	Support is on 24X7 basis
88.	35	8 i	For the above support window, kindly confirm the specific number of resources by skillset that the Bank will need onsite for rendering this support.	Vendor has to maintain required uptime of the system.

89.	35	8 ii	Pls confirm the skill profile of the expected 3 onsite L1 onsite resources and 1 L2 resource. What scope does the Bank expect these resources to cover onsite?	Vendor has to maintain required uptime of the system.
90.	35	8 ii	With 3 L1 resources, it is not practically possible to support the site on a 24 x7 basis. Minimum count required to support will be 5. Need Bank to revise this count accordingly if 24 x 7 support is required. Pls confirm.	Clause stands as per RFP.
	35	8 ii	1 L2 support resource cannot cover 7 days a weeks general shift. To cover general shift 7 days a week, a minimum count of 2 resources will be required onsite. Bank to revise this count accordingly and confirm.	Clause stands as per RFP.
91.	35	8 i	Is the Bank open to a remote support model for specific tracks like DB, Middleware, OS, Storage, App Support?	Clause stands as per RFP.
92.	36	8 xi	Will the Bank provide a call logging tool to the vendor for service management? If yes, will the Bank provide requisite training on this tool?	Please refer clause no. 3 (iv) of Part IV page no. 30

93.	36	8 xi	Pls explain who will the calls be coming in from as it relates to handling EFRMS calls.	FM Support team
	36	8 xi	What application monitoring tools are already available with the Bank? Can these tools be leveraged by the L1 monitoring team onsite?	NO.
94.	36	8 xi	Please provide details of the number of phone lines / voice channels to be managed by the onsite L1 team?	To be shared with selected bidder.
95.	36	8 xi	Please provide details of the number of calls per shift (peak and non-peak) will the L1 team expect to handle onsite?	Yes
96.	36	8 xi	Please provide a volume of the number of daily support incidents occurring/expected in the environment?	To be shared with selected bidder.
	9/Part I - 1	the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centers	Please validate that present scope is only to implement EFRMS solution for Uco Bank domestic banking	Yes
97.	9/Part I - 1	All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) and soon going to be upgraded to Finacle (Ver. 10.X) as a Core Banking Solution	Please validate that EFRMS implementation would start after Finacle 10 migration is completed. It is possible that before EFRMS is ready to go live, Finacle upgrade is	Clause stands as per RFP.

			completed. Building interfaces first with Finacle 7 and switching the same with Finacle 10 within short spell may not be practical	
98.	9/Part I - 3	Undertaking / Power of Attorney (PoA) from the OEM mentioning a clause that OEM will provide support services during warranty period if the bidder authorized by them fails to perform	OEM scope is to provide software license and patches to it during contract period. They do not get into complete ownership of services and would not give such an undertaking/PoA. As such, we request to please delete this clause	Clause stands as per RFP.
99.	10/Part I - 3	if the authorized distributor (bidder) is not able to perform obligations as per contract during contract period, the OEM / OSD shall ensure continuity of the services directly or through authorized partner	OEM scope is to provide software license and patches to it during contract period. They donot get into complete ownership of services and would not give such an undertaking/PoA. As such, we request to please delete this clause	Clause stands as per RFP.
	10/Part I - 3 Annex XVIII	Bidder should have a minimum annual turnover of Rs.50 Crores per year	With a view to have bids from bidders having sound financials who can meet obligations of such an important requirement, we request to please make this criterion as min. 200 cr. per year	Clause stands as per RFP.

100.	10/Part I – 3 Annex XVIII	Copies of Purchase Order along with satisfactor y implementation and working certificate	EFRMS being a relatively new gamut, most of the implementations are ongoing and banks would not give certificate at ongoing implementation stage. As such, we request to delete the clause along with satisfactory implementation and working certificate	Clause stands as per RFP.
101.	26/Part III – 2	In Commercial Evaluation, no weightage for Technical Scoring will be given	With a view to finalizing quality solution, we suggest doing final evaluation as 70:30 techno : commercial	Clause stands as per RFP.
102.	27/Part IV – 2 28/Part IV – 2 31/Part IV – 3	authorization/decline of the in-flight transaction should not affect performance of the source systems bidder should ensure that the EFRM solution does not have a performance impact on the CBS or any other channel bidder should ensure that the proposed solution does not impact the performance of any of the bank's systems and databases including the Core Banking System (CBS)	EFRMS detection, prevention would need interfaces with transaction system and as such there would be some impact on source system performance. With right design, it can be kept minimum	Clause stands as per RFP.

	27/Part IV – 2	solution should be able to comply with various RBI and other regulatory guidelines related to Electronic payments and Card payment transactions	Please list all the requirements as part of RFP clarification to help bidders map without any understanding gap	Clause stands as per RFP.
	33/Part IV – 4	Bidder should review the information security risks in line with RBI guidelines, IT Act etc. and other best security practices for the scope mentioned in the RFP and provide its mitigates		
103.	27/Part IV – 2	proposed solution should comply with bank's Information Security Policy, KYC/AML policy and regulatory guidelines (as specified by RBI, NPCI etc.). Information Security Policy, KYC/AML policy will be provided to selected bidder	Please list all the requirements as part of RFP clarification. Once solution is finalized, there is little point discussing gaps	Details will be shared with successful bidder.
104.	28/Part IV – 2	solution should regularly track alerts generated by system as well as global feeds and accordingly advise the Bank about global security threats and vulnerabilities. Bidder should advise the bank for upgrades /changes in the security infrastructure of the Bank against evolving threats and responsibilities	Proposed solution would know frauds trends for Uco Bank which bank can use to assess evolving threats. Solution doesn't have database on global threats and vulnerabilities. Please delete this clause	Clause stands as per RFP.

105.	28/Part IV – 2	solution should provide the capability to detect, discover, prevent and investigate the frauds in real time not only restricted to only one channel but across all the applications mentioned above	Please validate that channel specific detection rules need to be finalized in discussion with bank and implemented for specified channels	Clause stands as per RFP.
	28/Part IV – 2	Bidder shall be required to quote for the end-to-end implementation of EFRM solution including supply, implementation training, customization and maintenance and system administration for a period of 2 years. Bank has the option to extend the contract at the same rates for two more years	Please make engagement term definite as three years/five years. Optionality in a fixed price bid tends to distort bidders' planning and commercial construct	Clause stands as per RFP.
106.	28/Part IV – 2	Bidder to provide required hardware for app, web, DB layers and storage for both DC and DR site	Please clarify if bank has database ULA which can be used for EFRMS	Clause stands as per RFP.
107.	28/Part IV – 2	Compliance to standards like ISO 27001:2013, ISO 22301 etc., should be ensured by the Bidder	Standards are broad. Please specify bank requirements which can be mapped by bidders. It's better to finalise scope to maximum clarity at RFP stage	Clause stands as per RFP.
108.	29/Part IV – 2	All the solutions supplied as part of this RFP should be supplied with perpetual Enterprise wide License	Typically OEMs provide sw license for enterprise wide use but tagged to total asset size of bank. As long as ATS is	Clause stands as per RFP.

			payed during contract period, support is provided by OEM. Please validate that bank has same understanding	
109.	30/Part IV – 3	Any other delivery channel introduced by the Bank during the contract period	In a fixed cost bid, scope including delivery channels need to be finalized at RFP stage please. New channels can be taken up through change request	Clause stands as per RFP.
110.	30/Part IV – 3	bidder has to provide a case management and ticketing tool to generate automated tickets for the alert, events generated by the EFRMS	EFRMS solutions have case management tool to handle alert cases. There is no ticketing tool. Please delete requirement of ticketing tool	Clause stands as per RFP.
111.	31/Part IV – 3	bidders will be required to demonstrate the features of the proposed solution as part of solution walkthrough or during reference site visit phase of technical evaluation	EFRMS being a relatively new gamut, most of the implementations are ongoing and banks would not be comfortable with site visit at this stage. We request to please delete this requirement	Clause stands as per RFP.
112.	36/Part IV – 8	Data correction activity for migration related problems and follow up with Bank team	Migration will be part of implementation. [post go live, there will be no migration. Please delete this clause	Clause stands as per RFP.
113.	38/Part IV – 8	Change in the MO (Management Organization) structure of the bank from time	Changes to application setting need to be handled through change request	Clause stands as per RFP.

		to time to be incorporated in the EFRM solution, for the reporting/escalation purposes, during the period of support coverage by the selected bidder without any extra cost		
	38/Part IV – 11	bidder will demonstrate the benchmarking tests to confirm compliance with the stated performance parameters	Please clarify if bank will provide benchmark test environment	Clause stands as per RFP.
114.	38/Part IV – 11	Bank/appointed consultant in coordination with the bidder shall conduct an Acceptance test wherein the bidder has to demonstrate the implementation of the solution as per the requirement of the bank. The bidder shall submit detailed reports of the test outcomes to the bank	UAT is conducted by bank/bank consultant. Bidder will rectify issues notified by bank during UAT. Please modify this clause accordingly	Clause stands as per RFP.
115.	39/Part V – 1	For execution of project, prime selected bidder may constitute a consortium of different selected bidders such as cloud service providers, OSD etc	Please validate that bank is not looking for EFRMS solution on cloud	Please refer Corrigendum
116.	39/Part V – 3 46/Part V	Bank plans to complete the implementation process in six months	This complexity and scale of implementation needs min. 12 months. Deliverables can be done in phases of say online channels in 9 months and offline in 12 months. Please modify accordingly	Clause stands as per RFP.

	- 17	Solution is required to be configured by the bidder within 6 months in a time- bound manner		
	44/Part V – 13 (i)	Payment terms on hardware	Hardware OEMs take full payment on delivery. As such, we request to please change this payment term as 100% on delivery	Clause stands as per RFP.
117.	44/Part V – 13 (ii)	Payment terms on software	Software OEMs take full payment on delivery. As such, we request to please change this payment term as 100% on delivery	Clause stands as per RFP.
118.	44/Part V – 13 (iii, iv)	AMC, ATS payment terms	Please change these as annual in advance. OEMs take these payments 100% annual in advance	Clause stands as per RFP.
119.	44/Part V – 13 (v)	Facilities management payment terms	Please change it as monthly in arrears, aligning to monthly expenses incurred by bidders	Clause stands as per RFP.
	44/Part V – 13	Implementation payment terms	There is no term defined for implementation services. Please define these as <ul style="list-style-type: none"> a. 25% on BRD sign off b. 25% on design sign off c. 30% on UAT sign off d. 20% on go live If implementation is in phases for online and offline, services	Clause stands as per RFP.

			payment terms also need to be as % indicated for each phase	
120.	48/Part V – 20	tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (SLA) / date of acceptance of the first Purchase Order	Please clarify that contract starts from acceptance of PO	Clause stands as per RFP.
121.	57/Part V – 40	Warranty and AMC / ATS	Hardware and software OEMs donot give warranty. They give AMC and ATS respectively. Please delete warranty clauses from RFP	Please refer RFP clause for proper clarification.
122.	58/Part V – 40	Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)	Enhancements etc. will need to be handled through change request	Clause stands as per RFP.
123.	71/ Annex VIII	We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/5506/2019-20 Date: 11.02.2020 including all annexure, addendum, corrigendum and amendments	In a bid of this complexity, there would be clarifications and deviations to be proposed to bank. We request to please allow mentioning those in proposal which can be discussed and mutually agreed with bank. Please change RFP clause	Clause stands as per RFP.

			accordingly	
124.	72/ Annex IX	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank	In a bid of this complexity, there would be clarifications and deviations to be proposed to bank. We request to please allow mentioning those in proposal which can be discussed and mutually agreed with bank. Please change RFP clause accordingly	Clause stands as per RFP.
125.	97/Annex XIX – group 1	proposed EFRMS should be capable of generating an alert when the account of a customer assisted by the Bank is reported as SMA to RBI. Note that this information is available at RBI's end and presently RBI is notifying this to all the member banks through e-mails routinely on daily basis	Data of RBI will have to be made available by bank	Clause stands as per RFP.
	102/Annex XIX – group 2	Linkages from information sources by RBI (e.g. SMA), peer banks (defaulter lists), DRT, Court case listing databases, etc		

126.	100/Annex XIX – group 2	solution should provide following transformation nodes pre-built	EFRMS is not a data quality solution and doesn't have these capabilities. Please delete	Clause stands as per RFP.
	101/Annex XIX – group 2	solution should have the capability to provide fuzzy logic to induce tolerance during matching	Fuzzy logic is hardly used in EFRMS. Please delete this requirement as it tends to increase solution complexity and cost	Clause stands as per RFP.
127.	101/Annex XIX – group 2	EFRMS system must have ingestion capabilities from a variety of sources, a including but not limited to	Systems like ALM, GL, Basel may not have any fraud scenario and may please be deleted from scope	Clause stands as per RFP.
128.	128/Annex XX	Application Software (Specify User license Qty)	OEMs typically size license based on asset size of bank. Please clarify total asset size to be covered for license. Usage can be enterprise wide and no. of users can be used to decide sizing	Clause stands as per RFP.
129.		Hardware sizing details	For HW sizing, please provide below details (existing and YoY growth to be considered for each item): Active and inactive card, mobile and internet banking users No. of financials and non financial transactions and EOD transactions	In 1 st year 1.2 cr. transaction and gradually increase to 2.5 cr in 5 th yr.

			<p>Split of transactions between Dr. / Cr. and Inquiry transactions</p> <p>Number of application Users and Associated Concurrency of Investigators</p> <p>Number of Transactions - Peak on a daily basis</p> <p>Peak TPS for each channel</p> <p>Number of Accounts</p> <p>Number of Customers</p> <p>Number of Branches</p> <p>Number of ATMs</p> <p>Expected number of alerts on a daily basis</p> <p>For Non Production Environment Test, Development and Training, our understanding is that we can consider logically/configuration partitioning for all 3 Env on the same Physical server. Please validate</p> <p>How many years and quantity data is to be retained in application and how much to be archived</p>	
130.	General	No. of reports	Please clarify total no. of reports to be developed	Details will be shared with successful bidder.

131.	General	Statistical model	Please clarify that no statistical model is in scope	Details will be shared with successful bidder.
	107/Annex XIX – group 6	Analytics	Advanced analytics requirements given are futuristic and need at least 2 years data compilation to use. These have not been used so far in banks in India but tend to increase commercials considerably. We suggest keeping these out of scope. Analytics can be done later on using industry standard modular tools	Clause stands as per RFP.
132.	28/Part IV – 2	Bidder, in coordination with OEM (if the bidder is not OEM) should conduct a gap analysis and submit a detailed study of the Bank's infrastructure and requirements relating to the E-FRM solution, prepare a detailed plan document/ road map mentioning all the pre-requisites, timeframe of milestones/ achievements leading to the complete implementation of the solution in line with bank's requirement	With a view to ensuring quality implementation, we suggest to mandate that complete EFRMS tool implementation be done by OEM who understand their solution best. Bidder would be SPOC to bank doing project management, data handling, HW provision and post go live support	Clause stands as per RFP.
133.	102/Annex XIX – group 2	Should contain crawling capabilities which should be able to retrieve Web pages that	Typical EFRM implementation does not need external crawling. Please this	Clause stands as per RFP.

		go many layers deep originating from a specific URL	requirement. If at all needed, bank can subscribe to web pages to be crawled and provide data to EFRMS for use	
134.	116/Annex XIX – group 14	Solution must provide wide range of stronger authentication capabilities to be used based on the risk score of the transaction for consumer and corporate banking customers	Please validate that EFRMS is expected to integrate with existing authentication solution in bank. No authentication solution is expected in proposed EFRMS	Clause stands as per RFP.
	116/Annex XIX – group 2	Solution should support advanced IP geo-intelligence capabilities to deduce IP Country, IP City, Proxy IP, ISP etc. from the transaction IP address	EFRMS is application fraud management solution which doesn't have capability to deduce IP etc. If bank provides IP data, same can be used in EFRMS. Please modify this clause accordingly	Clause stands as per RFP.
135.	47/Annex V – 17	selected bidder shall ensure minimum uptime of 99.9% for the entire solution	Please validate that only real time scoring engine would be considered for this SLA while the solution peripherals like Data management, case management would be considered in active-passive mode	Clause stands as per RFP.
136.	32/Annex IV – 4	bidder must also ensure that the hardware resources utilization should not exceed 60% at any point of time in the DC & DR for the projected volume of transactions	60% utilization cap of HW will keep resources idle and this is adding when we are considering HA aspect. Request bank to consider increasing this cap for more	Clause stands as per RFP.

			optimization of HW requirement.	
137.	35/Annex IV – 7	There should be following environments: Test & Development and production. Each environment must be configured on a separate server/node/resource. The bidder has to provide Hardware and Software sizing for Test and development environments also	Please clarify capacity to be sized for each environment separately. It could be in terms of % production	Clause stands as per RFP.
138.	Page No. 8	Last Date and Time for receipts of tender bids : 06.03.2020 at 04:00 PM	We request to modify this clause to: Submission of tender to be extended to 21 working days from the date of pre bid responses.	Please refer corrigendum below.
139.	Page No. 26 / TECHNICAL AND FUNCTIONAL EVALUATION	Minimum marks for qualifying criteria for each group: 70% of Group Score and Total Score should be equal or more than 75% Once the evaluation of technical proposals is completed, the bidders who score more than or equal to 70% for each group & score more than or equal to 75% in Total will only be short-listed for further evaluation process. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 75% in total or 70%	We request to revisit the clause. The minimum marks for qualifying in each group and in total are quite challenging. Hence we request to modify it to : Minimum marks for qualifying criteria for each group: 60% of Group Score and Total Score should be equal or more than 60%. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 60% in total or 60% in each	Clause stands as per RFP.

		in each group, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 60% in each group & 65% In Total score.	group, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 50% in each group & 50% In Total score.	
140.	Page No. 44 / Pt No. 13 Payment terms	<p>i. Hardware cost</p> <p>> 90% of the order value along with applicable taxes on actual basis will be paid on successful user acceptance after delivery, installation of the ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim of payment should contain proof of delivery, installation note and User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites, waybill etc.</p> <p>> Remaining 10% of the cost along with applicable taxes would be paid after three months from Go-live and successful operation.</p> <p>ii. Software cost</p> <p>> 70% of order value will be paid on successful go-live of the project.</p> <p>> 30% of order value will be paid</p>	<p>We request to revisit the clause:</p> <p>i. Hardware cost</p> <p>> 70% of the order value along with full applicable taxes of 100% order value on actual basis will be paid on delivery. The claim of payment should contain proof of delivery signed with date by an authorized official of UCO Bank at the respective sites, waybill etc.</p> <p>> 20% of the order value after successful user acceptance after installation of the ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim of payment should contain proof of installation note and User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites,</p> <p>> Remaining 10% of the cost</p>	Clause stands as per RFP.

		<p>after six months of successful implementation of the solution.</p>	<p>along with applicable taxes would be paid after one month from Go-live and successful operation.</p> <p>ii. Software cost</p> <p>> 70% of the order value along with full applicable taxes of 100% order value on actual basis will be paid after installation, after realizing penalty charges for late delivery and / or late installation, if any. The claim of payment should contain proof of installation note signed with date by an authorized official of UCO Bank at the respective sites,</p> <p>> 20% of order value will be paid on after successful user acceptance signed with date by an authorized official of UCO Bank at the respective sites,</p> <p>> 10% of order value will be paid after one month of successful implementation of the solution and successful go-live of the project.</p>	
141.	Page No. 47/ Pt.No. 18	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of	Request Bank to revisit this clause : The Liquidated Damages	Clause stands as per RFP.

	Liquidated Damage	the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force.	including Service Level Penalties would be subject to a maximum of 5% of the total project cost.	
	Page No. 60 / Pt No. 43 Limitation of Liability Pt C	Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	Request Bank to revisit this clause as this liability is onerous which shall go beyond the contract value. Request Bank to limit liability to contract value.	Clause stands as per RFP.
142.	Page No. 49 / Pt No. 23 Indemnity	The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third	Request Bank to revisit this clause as this liability is onerous which shall go beyond the contract value. Request Bank to limit liability to contract value.	Clause stands as per RFP.

		parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.		
143.	26 /Qualifying criteria in Total is 75% of Y	In Commercial Evaluation, no weightage for Technical Scoring will be given	EFRMS being a critical system to the bank and given the large nature of frauds, it is important to give due weightage to the technical capability of the solution. Many banks have gone for a techno-commercial evaluation 70:30 giving 70% marks to technical scoring and 30% to commercial scoring. Highest scoring bidder is then selected for the project. It is suggested that bank should adopt a similar approach for EFRMS evaluation.	Clause stands as per RFP.
144.	Page 43/Point VII	Uptime of 99.9% Monthly	The real time Scoring engine should be considered for this SLA while the solution peripherals like Data management, case management should be considered in active-Passive Mode. Kindly confirm	Clause stands as per RFP.
	Page 32/Point XI	The bidder must also ensure that the hardware resources utilization should not exceed 60% at any point of time in the DC & DR	60% Utilization Capex of HW will keep lot resources Idle and this is adding when we are considering HA aspect. Request Bank to consider to	Clause stands as per RFP.

			increase this cap for more optimization of HW requirement.	
145.	Page 35/Point XI	Environment for Test&Dev, UAT	what is capacity to that of Production needs to consider for these non-Production instances	Non production hardware should be sized to make successfully development & testing of module / all modules of software simultaneously with fully populated database.
146.	Page 27 Clause 1 i	Bank has implemented Finacle Core Banking Solution version 7.0.25 for retail and corporate customers.	a. Has this version upgradation happened in last 6 months? Kindly update. b. Kindly specify if CBS upgradation has been planned in next 3-5 years as the same is going to impact the implementation.	Version Upgradation is planned by next 12 to 15 months.
147.	Page 27 Clause 1 ii	Bank has also implemented other delivery channels such as ATM, Cash Deposit Machines, Passbook Printing Kiosk (PBK), Cheque Deposit Machines (CDM), and Mobile Banking for which interfaces were developed in CBS. Bank has implemented RTGS, NEFT, IMPS, UPI, CTS, ECS (Cr), ECS (Dr), RECS, NECS, NACH, AEPS, APBS, FI Gateway, Aadhaar enabled transactions, Integrated	Kindly share the list of all source systems (currently active at the bank) and do indicate the probable years of upgradation so that the team can factor-in the same while estimating the implementation/ support efforts.	Please refer RFP for further details and clarification.

		Treasury Management Solution etc. for which interfaces were developed in CBS. Bank has been participating in various initiatives of GOI and respective State Governments for Financial Inclusion.		
148.	Page 27 Clause 2 i	The EFRM solution shall cover enterprise wide fraud detection and prevention covering core banking solution and indicative list of channels and applications mentioned in the section 1 above and any new initiative launched by the bank during contract period.	Kindly share the indicative list of new initiatives / systems that the bank is provisioning to add in next 3 years.	Details will be shared with successful bidder.
149.	Page 27 Clause 2 ii	The Fraud detection should be done on real time/near real time basis as specified for different transactions in the RFP. The authorization/decline of the inflight transaction should not affect performance of the source systems.	Kindly share the list of all channels / systems / BUs where is the bank is interested to have i. Real-time ii. Near Real-time iii. Offline fraud detection process We also want to understand Bank's expectation regarding the transaction monitoring and alert generation on real time basis.	List of channels already mentioned in RFP document at Page No. 29.
150.	Page 27 Clause 2 iv	The proposed solution should be able to comply with various RBI and other regulatory guidelines	This point is quite generic. Hence requesting the bank to mention specific regulatory clauses and RBI circulars to	Please refer clause for further clarification

		related to Electronic payments and Card payment transactions.	frame the scope for implementation.	
151.	Page 27 Clause 2 vi	The EFRMS solution should regularly track alerts generated by system as well as global feeds and accordingly advise the Bank about global security threats and vulnerabilities.	Kindly share a list of APIs and 3rd party integrations that the bank is expecting to be integrated with FRMS system.	Details will be shared with successful bidder.
152.	Page 119, Group 16 - Mobile Banking Frauds	Proposed Solution should offer integration with mobile through a web services call or a Software Development Kit (SDK).	The clause is not applicable to FRM Solution as the mobile banking application of the bank performs the required functionality	Clause stands as per RFP.
153.	Page 31, INFRASTRUCTURE REQUIREMENTS - HARDWARE / NETWORK / SECURITY	The bidder to provide all required hardware for deploying the proposed application in the Bank's Data Centre and Disaster Recovery Site	Request bank to clarify if below understanding is correct regarding the total environments (five) to be provided: 1. DC (as per the volumes / TPS etc. provided) 2. DR = DC 3. UAT = 20% of DC 4. Training = 20% of DC Any other Environment?	Production hardware to be sized according to volume of transactions, TPS, Benchmarking Size, etc. Non production hardware should be sized to make successfully development & testing of module / all modules of software simultaneously with fully populated database.

154.	Page 116, Group 14 - Internet Banking Frauds	Proposed should support integration with existing 2FA solution for triggering additional authentication methods like OTP, Soft token based on the risk of the transaction	Understanding is for the required channels, FRM Solution will integrate with Bank's Existing Additional Authentication Systems as applicable. FRM Solution will request the authentication system to perform additional authentication like OTP or Email etc. for high risk transactions and the authentication system will send a positive / negative response to FRM solution upon successful / failed authentication by the customer. Please clarify if understanding is correct.	Clause stands as per RFP
155.	Page 116, Group 14 - Internet Banking Frauds	Solution must provide wide range of stronger authentication capabilities to be used based on the risk score of the transaction for consumer and corporate banking customers.	This in contradiction to above point. Understanding is for the required channels, FRM Solution will integrate with Bank's Existing Additional Authentication Systems as applicable. FRM Solution will request the authentication system to perform additional authentication like OTP or Email etc. for high risk transactions and the authentication system will send a positive / negative response to FRM solution upon successful / failed	This is additional to existing authentication system.

			authentication by the customer. Please clarify if understanding is correct.	
156.	Page 10 / Clause 3Page 91 / Annexure – XVIII clause 14	The bidder submitting the offer should be profit making company (profit after Tax) in:-Last financial year i.e. 2018-19 and any one of the previous two financial years i.e., 2016-17 and 2017-18.	We request the bank to change this clause as below: The bidder submitting the offer should be profit making company (profit after Tax) in any two of the previous three financial years i.e., 2016-17, 2017-18 and 2018-19.	Clause stands as per RFP.
157.	Page 71	Annexure VIII - Undertaking to abide by all by-laws / rules / regulations	We request the bank to accommodate a statement accept terms and conditions of the Agreement on mutual discussion and acceptance with the Successful bidder, which will supersede the RFP terms and conditions.	Clause stands as per RFP.
158.	Page 75	Annexure XII - Undertaking for No Deviation	We request the bank to accommodate a statement accept terms and conditions of the Agreement on mutual discussion and acceptance with the Successful bidder, which will supersede the RFP terms and conditions.	Clause stands as per RFP.
159.	Page 85	Annexure XVII - NON-DISCLOSURE AGREEMENT	We understand that the NDA needs to be submitted by the selected bidder only. Please confirm.	Clause stands as per RFP.

160.	Page 85	Last Date and Time for receipts of tender bids	We request the bank to extend the submission date by 2 weeks on publishing the pre-bid responses to enable bidders sufficient time to put forth a competitive bid.	Please refer corrigendum below.
161.	28	vi. The EFRMS solution should regularly track alerts generated by system as well as global feeds and accordingly advise the Bank about global security threats and vulnerabilities. Bidder should advise the bank for upgrades /changes in the security infrastructure of the Bank against evolving threats and responsibilities.	Whether client is expecting bidder to proposed any Cyber Threat Intelligence & Security Monitoring platform to identify the Threat vectors, Kindly Confirm.	Clause stands as per RFP.
162.	28	xv. Bidder to provide required hardware for app, web, DB layers and storage for both DC & DR site. Bidders should quote for all required OS, DB, middleware and any other software licenses.	Kindly confirm that the Bank will allow Bidder to leverage to secure the proposed new EFRM platform for network and server security services through its existing vendor, Security tools: Network Security - Firewalls Network IPS WAF Server Security - Anti-virus and anti-malware	Clause stands as per RFP.

			Patch Management Solution (OS/DB) Encryption (if applicable) Privilege Identity/access/user management Vulnerability assessment and penetration test Application Security-Identity and access management Application security testing tool	
163.	28	xviii. Compliance to standards like ISO 27001:2013, ISO 22301 etc., should be ensured by the Bidder.	Our Understanding is bidder has to adhere to client existing SOP policies and procedures to build up the setup. ISO 27001:2013, ISO 22301 etc or any certification is not under scope.	Clause stands as per RFP
164.	31	vii. The bidder to provide BCP/DRP as per IT Security policy and BCP of the Bank.	Please provide the Security policies, procedure and guidelines that bidder need to comply with.	Details will be shared with the successful bidder.
165.	32	xx. Security Audit of the application and VA & PT will be carried out by the Bank at regular intervals and the Observations / recommendations need to be complied within the time limit as advised by the Bank.	Observations / recommendations need to be complied within the time limit as per mutual greement with the Bank and Bidder.	Clause stands as per RFP.

166.	27/ 2. iv.	The proposed solution should be able to comply with various RBI and other regulatory guidelines related to Electronic payments and Card payment transactions.	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory requirements and corresponding impact/changes to be done to the services, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law/regulations or enactment of new law/regulation shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties preferably by Change Request and this clause should be amended accordingly.	Clause stands as per RFP.
167.	27/ 2. v.	The proposed solution should comply with bank's Information Security Policy, KYC/AML policy and regulatory guidelines (as specified by RBI, NPCI etc.). Information Security Policy, KYC/AML policy will be provided to selected bidder.	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory requirements and corresponding impact/changes to be done to the services, thus we	Clause stands as per RFP.

			request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law/regulations or enactment of new law/regulation shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties preferably by Change Request and this clause should be amended accordingly.	
168.	58/40. viii.	During ATS, the bidder will be responsible for the following: Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory requirements and corresponding impact/changes to be done to the services, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law/regulations or enactment of new law/regulation shall be done at extra cost, if having a direct or indirect cost	Clause stands as per RFP.

			implication, mutually agreed between the parties preferably by Change Request and this clause should be amended accordingly.	
169.	Page No.20/Clause No.28(a)	The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or wilful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all	Clause stands as per RFP.

			information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will be entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund bank solution fee paid by the bank less 5 year depreciation. These are the sole remedy of Bank for any claim.	
170.	Page No.20/Clause No.28(b)	UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any	If the bank makes any changes in the terms and conditions under the RFP, the same should be reviewed and approved by the bidder.	Clause stands as per RFP.

		representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.		
171.	Page No.27/Clause No.2(iv)	The proposed solution should be able to comply with various RBI and other regulatory guidelines related to Electronic payments and Card payment transactions.	While we agree to comply with all the applicable guidelines issued by RBI and bank's Information Security Policy, KYC/AML policy and regulatory guidelines (as specified by RBI, NPCI etc.).	Clause stands as per RFP.
172.	Page No.27/Clause No.2(v)	The proposed solution should comply with bank's Information Security Policy, KYC/AML policy and regulatory guidelines (as specified by RBI, NPCI etc.). Information Security Policy, KYC/AML policy will be provided to selected bidder.	Information Security Policy, KYC/AML, existing as on date of submission of bid, it is not possible for the bidder to envisage guidelines/policies which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance to all the applicable guidelines by RBI or policies as on date of submission of bid and compliance to any new guidelines or any change in existing guidelines shall be done at cost mutually agreed between the parties and this	Clause stands as per RFP.

			clause should be amended accordingly.	
173.	Page No.29/Clause No.2(xxvii)	EFRM setup/infrastructure may be subjected to audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to cooperate and provide necessary information and support to the auditors with respect to the EFRM project. The Bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the Bidder to ensure that the observations do not get repeated in subsequent audits. Such noncompliance by Bidder shall attract penalty.	The audit will be performed as per the standard policies of the bidder. The purview of the audit will be limited to the solution provided by the bidder under the RFP. Further, the bank and its auditors should be bound by the confidentiality requirement of the bidder. If auditors made any observation which is not as per the scope of work agreed between the bidder and the bank, then only bidder will be liable to resolve that issue. Otherwise, to the extent possible, the bidder will use its reasonable efforts to rectify any audit observation on a mutually agreed cost with the bank.	Clause stands as per RFP.
174.	Page No.32/Clause No.4(xxi)	The application software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank. The bidder should comply with Bank's IS	While we agree to comply with Bank's IS Security policy, existing as on date of submission of bid, it is not possible for the bidder to envisage guidelines which may be applicable in future and corresponding changes to be done to the solution, thus we	Clause stands as per RFP.

		Security policy in key concern areas relevant to the RFP.	request that bidder should be liable for compliance to Bank's IS Security policy as on date of submission of bid and compliance to any new guidelines or any change in existing guidelines shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	
175.	Page No.32/Clause No.4(xxiii)	Bidder should review the information security risks in line with RBI guidelines, IT Act etc. and other best security practices for the scope mentioned in the RFP and provide its mitigates. Bidder should submit a certificate indicating that the solution being proposed in the RFP, is complying all regulatory guidelines viz RBI Guidelines/IT Act etc.	While we agree to comply with all the applicable guidelines issued by RBI and IT act, existing as on date of submission of bid, it is not possible for the bidder to envisage guidelines which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance to all the applicable guidelines by RBI and IT act as on date of submission of bid and compliance to any new guidelines or any change in existing guidelines shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Clause stands as per RFP.

176.	Page No.34/Clause No.7(ix)	The Bank will accept the solution on satisfactory completion of the UAT and go live. The warranty period of one year for the solution will commence after go live.	If the bank fails to provide any response within 15 days of the go live date, it will be concluded as deemed acceptance by the bank.	Clause stands as per RFP.
177.	Page No.34/Clause No.7(x)	In case of discrepancy in facilities /services provided, the Bank reserves the right to cancel the entire contract.	<p>In case of any violation of the condition stipulated in the contract, which is not caused due to any act of the bank, the bank has right to impose penalty on the bidder for such delay. Further, request the bank to add an extension period to cure such delay. If the bidder is not able to complete its obligation after the end of such extension period, the bank may terminate the contract.</p> <p>Request to add termination right for vendor for any material default of bank in the agreement .The penalty will be subject to an overall cap of 10% of the contract value. The vendor will not pay any interest after the cancellation of order.</p>	Clause stands as per RFP.
178.	Page No.42/CI	Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case	The purpose of having a performance bank guarantee is to recover the money for the	Clause stands as per RFP.

	asuse No.8	the Prime Selected bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.	breach of terms by the bidder if the bank fails to recover the LD and other penalty under the contract. Therefore, PBG should not be taken as an extra remedy under the contract.	
179.	Page No.44/Clause No.12	The selected bidder will be required to keep the price valid for a period of 02 years (24 months) from the date of issuance of Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 24 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XXII during the price validity period of 24 months.	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the above components, same will have implication on price. Hence, in case of change in above factors, Bidder should be entitled to revise the fee offer..	Clause stands as per RFP.
180.	Page No.45/Clause No.15	The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances: i. The bidder commits a breach of any of the terms and conditions of	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services,	Clause stands as per RFP.

	<p>the offer or any of the terms and conditions of the Purchase Order / SLA.</p> <p>ii. The bidder goes into liquidation voluntarily or otherwise.</p> <p>iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>iv. The progress regarding execution of the order accepted made by the selected bidder is found to be unsatisfactory.</p> <p>v. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p> <p>vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by</p>	<p>components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly amend this clause accordingly.</p>	
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		<p>another party of its choice by giving 10 days' notice for the same. 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.</p> <p>viii. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>ix. Non-compliance of the scope of the job.</p> <p>x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</p> <p>xi. On the events of data piracy / privacy / system failures / security failures.</p>		
181.	Page No.46/Clause No.17(ii)	If the selected bidder fails to complete the due performance of the contract in accordance with the	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of	Clause stands as per RFP.

		<p>specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.</p>	<p>regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly amend this clause accordingly.</p>	
182.	Page No.46/Clause No.17(ii)	<p>If the solution or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.</p>	<p>As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or willful misconduct of bidder while delivering service; and (b) IP</p>	<p>Clause stands as per RFP.</p>

			<p>infringement claim to the extent same is made against the bank due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund bank solution fee paid by the bank less 5 year depreciation. These are the sole remedy of Bank for any claim.</p>	
183.	Page No.46/CI	Penalty and Uptime	The overall penalty (including Liquidated Damage) is limited	Clause mentioned in RFP

	asuse No.17		to 10% of the total contract value.	
184.	Page No.47/CI asuse No.17	However, any penalty imposed by the Govt./UIDAI or any other statutory body due to act/failure of conduct/leakage of data by selected bidder or its agents shall be entirely borne by the bidder. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract, after invoking Performance Bank Guarantee submitted by the bidder.	The overall penalty (including Liquidated Damage) is limited to 10% of the total contract value.	Clause stands as per RFP.
185.	Page No.47/CI asuse No.18	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these	The overall penalty (including Liquidated Damage) is limited to 10% of the total contract value.	Clause stands as per RFP.

		amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force.		
186.	Page No.48/Clause No.20	The tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (SLA) / date of acceptance of the first Purchase Order unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.	We request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly delete this clause accordingly.	Clause stands as per RFP.

		<p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.</p>		
187.	Page No.48/Clause No.22	<p>The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <ul style="list-style-type: none"> · Delay in commissioning / implementation / testing beyond the specified period. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process. · In case of cancellation of order, any payments made by the Bank to the Selected bidder would necessarily have to be returned 	<p>We request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly delete this clause accordingly.</p> <p>As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of</p>	Clause stands as per RFP.

		<p>to the Bank, further the Selected bidder would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Selected bidder. This is after repaying the original amount paid.</p> <p>· Selected bidder should be liable under this section if the contract/purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.</p>	<p>SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or willful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and</p>	
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			<p>refund bank solution fee paid by the bank less 5 year depreciation. These are the sole remedy of Bank for any claim.</p> <p>The overall penalty (including Liquidated Damage) is limited to 10% of the total contract value.</p>	
188.	Page No.49/Clause No.23	<p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights. The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>The selected Bidder agrees to indemnify and keep indemnified</p>	<p>As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or willful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a</p>	Clause stands as per RFP.

		<p>Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the selected bidder shall continue to be liable under the indemnities. Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	<p>settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund bank solution fee paid by the bank less 5 year depreciation. These are the sole remedy of Bank for any claim.</p>	
189.	Page No.50/Clause No.27	<p>Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Implementation of EFRMS. All hardware and software must be supplied with</p>	<p>We request the Bank to delete this provision as the solution will be customised as per the requirements of the bank. The bidder is not in position to provide any such warranty.</p>	<p>Clause stands as per RFP.</p>

		their original and complete printed documentation.		
190.	Page No.51/Clause No.28	The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/Service Level Agreement.	The bidder will continue providing the services in case of any dispute between the parties, provided bank agrees to pay for all undisputed invoices .	Clause stands as per RFP.
191.	Page No.51/Clause No.29	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: § Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract; § Delay in offering; § Delay in commissioning project beyond the specified period; § Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;	We request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly delete this clause accordingly.	Clause stands as per RFP.


		<p>§ Serious discrepancy in project noticed during the testing;</p> <p>§ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</p> <p>§ Serious discrepancy in completion of project.</p> <p>§ Serious discrepancy in maintenance of project.</p>		
192.	Page No.51/Clause No.29	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, it won't be possible for the bidder to re-negotiate the prices.	Clause stands as per RFP.
193.	Page No.51/Clause No.29	The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, we request the bank to remove this clause.	Clause stands as per RFP.

		obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.		
194.	Page No.54/Clause No.34	UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc. incurred by Bank under the following circumstances:	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly amend this clause accordingly.	Clause stands as per RFP.
195.	Page No.54/Clause No.35(a)	The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations,	While we agree to comply with all the applicable laws and guidelines issued by RBI , existing as on date of submission of bid, it is not	Clause stands as per RFP.

		CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.	possible for the bidder to envisage guidelines which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance to all the applicable laws and guidelines by RBI as on date of submission of bid and compliance to any new guidelines or any change in existing guidelines shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	
196.	Page No.54/Clause No.35(c)	If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by	Clause stands as per RFP.

		less than one month notice in writing.	the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly amend this clause accordingly.	
197.	Page No.54/Clause No.35(d)	The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory	While we agree to comply with all the applicable laws and guidelines issued by RBI other regulatory authorities, existing as on date of submission of bid, it is not possible for the bidder to envisage guidelines which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance to all the applicable laws and guidelines by RBI as on date of submission of bid and compliance to any new guidelines or any change in existing guidelines shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. As Bank has remedy in this RFP with respect to any default on the part of bidder in	Clause stands as per RFP.

		obligations arising there from.	performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or willful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the	
198.	Page No.54/Clause No.35(e)	All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).		Clause stands as per RFP.
199.	Page No.54/Clause No.35(f)	This 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		Clause stands as per RFP.

		customers and/or regulatory authorities.	solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund bank solution fee paid by the bank less 5 year depreciation. These are the sole remedy of Bank for any claim.	
200.	Page No.54/Clause No.35(g)	The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure		Clause stands as per RFP.

		<p>on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all</p>		
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		other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.		
201.	Page No.56/Clause No.37	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.	We request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly amend this clause accordingly.	Clause stands as per RFP.
202.	Page No.56/Clause No.38	The Bank, by written notice sent to the selected bidder, 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.	We request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to kindly amend this clause accordingly.	Clause stands as per RFP.

203.	Page No.57/Clause No.39(e)	The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	The bidder will continue providing the services in case of any dispute between the parties, provided bank agrees to pay for all undisputed invoices .	Clause stands as per RFP.
204.	Page No.59/Clause No.43	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:- a. IP Infringement indemnity. 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	As there are multiple liabilities of the Bidder under this RFP, we request the Bank to kindly include liability limitation clause as proposed below: In no event Bidder will be liable to the Bank for any indirect, incidental, consequential, special or punitive damages or for loss of profit or revenue, loss of time, opportunity, or data, whether in an action in contract, tort, product liability, statute, equity or otherwise. Bidder will not be cumulative liable to the Bank for any amount greater than the purchase price or service	Clause stands as per RFP.

		RFP. c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	fee set forth in applicable purchase order.	
205.	Page No.70/Annexure VII	Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.	The bidder agrees to abide by all the terms mutually agreed between the parties.	Clause stands as per RFP.
206.	Page No.71/Annexure VIII	In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to	While we agree to comply with all the applicable laws and guidelines issued by RBI, existing as on date of submission of bid, it is not possible for the bidder to envisage guidelines which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance to all the applicable laws and guidelines by RBI as on date of submission of bid and compliance to any new guidelines or any change in existing guidelines shall be done at cost mutually agreed between the parties and this	Clause stands as per RFP.

		comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.	clause should be amended accordingly.	
207.	Page No.71/Annexure VIII	We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/5506/2019-20 Date: 11.02.2020 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.	The bidder agrees to abide by all the terms mutually agreed between the parties.	Clause stands as per RFP.
208.	Page No.71/Annexure VIII	We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or willful misconduct of bidder while delivering service; and (b) IP infringement claim to the	Clause stands as per RFP.

		and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.	extent same is made against the bank due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund bank solution fee paid by the bank less 5 year depreciation. These are the sole remedy of Bank for any claim.	
209.	Page No.74/Annexure XI	If our bid is accepted, we are responsible for the due performance as per the scope	The bidder agrees to perform the services on all the terms mutually agreed between the parties.	Clause stands as per RFP.

		of work and terms & conditions as per mentioned in RFP.		
210.	Page No.75/Annexure XII	Undertaking for No Deviation	The bidder agrees to perform the services on all the terms mutually agreed between the parties.	Clause stands as per RFP.
211.	Page No.89/Annexure XVII	(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.	We request the bank to remove this provision. In case of any breach in the confidentiality terms, the disclosing party may seek the appropriate remedy from the court.	Clause stands as per RFP.

:Corrigendum:

RFP Page No./ Clause No.	Existing RFP Clause	Modified Clause
Page No 10 Eligibility Criteria Clause 5	<p>The Bidder should have experience of implementation of E-FRM Solution and integration with CBS Application (Finacle) and any two out of following five applications in at least one Public/Private Sector Bank (excluding RRBs & Co-operative Bank) in India in last two years having business mix of minimum Rs. 1 lakh crore</p> <ol style="list-style-type: none"> 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS 5. SWIFT 	<p>The Bidder/OEM should have experience of implementation of E-FRM Solution and integration with CBS Application (Finacle) and any two out of following five applications in at least one Public/Private Sector Bank (excluding RRBs & Co-operative Bank) in India or Foreign Bank (having branch presence in India and EFRMS being installed in Indian Branches) in last two years having business mix of minimum Rs. 50 thousand crore</p> <ol style="list-style-type: none"> 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS 5. SWIFT
Page No 10 Eligibility Criteria Clause 6	<p>The proposed solution should be listed in leaders quadrant on ChartisRiskTech Quadrant® for Enterprise Fraud.</p>	<p>The proposed solution provider should be listed in any quadrant on ChartisRiskTech Quadrant® for Enterprise Fraud.</p>
Page No 10 Eligibility Criteria Clause 8	<p>The proposed OEM Solution should have been implemented / or be under implementation for a FRM Solution in India to integrate with CBS Application (Finacle) and any two out of following five applications in at least one Large Bank having a minimum of 1000 branches.</p> <ol style="list-style-type: none"> 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS 5. SWIFT 	<p>The proposed OEM Solution should have been implemented / or be under implementation for a FRM Solution in India or any foreign bank having branch presence in India and EFRMS being installed in Indian Branches to integrate with CBS Application (Finacle) and any two out of following five applications in at least one Bank having more than 300 branches.</p> <ol style="list-style-type: none"> 1. Internet Banking 2. Mobile Banking 3. UPI / IMPS 4. ATM / POS 5. SWIFT

<p>Page 11 Eligibility Criteria Clause 7</p> <p>-</p>	<ul style="list-style-type: none"> •The bidder should be having a team of at least 10 skilled staff experienced in implementing at least one FRM solution to be able to deliver and support the proposed solution. •All implementation team members and Facility Management engineers deployed should be on the payroll of the bidder/OEM. 	<ul style="list-style-type: none"> • The Bidder/OEM should be having a team of at least 10 skilled staff experienced in implementing at least one FRM solution to be able to deliver and support the proposed solution. In case bidder is not OEM, then bidder will have to submit a concurrence letter from OEM that they will provide all support to bank as per scope and requirement of RFP on behalf of bidder •All implementation team members and Facility Management engineers deployed should be on the payroll of the bidder/OEM.
<p>Page 11 Eligibility Criteria Clause 9</p> <p>-</p>	<p>The service provider should have its presence in India (Kolkata / Bangalore / Mumbai).</p>	<p>The selected bidder/OEM should have its presence in India (Kolkata / Bangalore / Mumbai) and Bidder/OEM should submit declaration in letter head that they will provide all kind of support during contract period.</p>
<p>Page 33 Clause xxii.</p>	<p>The solution provided by Bidder for the EFRM Solution must support Disaster Recovery plans as follows:</p> <ul style="list-style-type: none"> • Allow fail over as per the DR policy of the Bank • Provide architecture and design for Disaster Recovery • Bidder must detail out any licensing information related to Disaster Recovery design • Provide RTO of 2 hours. • Provision for data from DC to be automatically propagated online through asynchronous replication to disaster recovery/failover sites. • Size the DR at 100% capacity of the DC 	<p>The solution provided by Bidder for the EFRM Solution must support Disaster Recovery plans as follows:</p> <ul style="list-style-type: none"> • Allow fail over as per the DR policy of the Bank • Provide architecture and design for Disaster Recovery • Bidder must detail out any licensing information related to Disaster Recovery design • Provide RTO of 90 minutes. • Provide RPO of 30 minutes. • Provision for data from DC to be automatically propagated online through asynchronous replication to disaster recovery/failover sites. • Size the DR at 100% capacity of the DC

Page 102 Point 40 of Group 2 Data Management	Should contain crawling capabilities which should be able to retrieve Web pages that go many layers deep originating from a specific URL.	Clause Stands DELETED
PART – V 1. Consortium Page 39	The Prime selected bidder may bid for the RFP document, as it is his responsibility to implement and maintain the most appropriate Data Centre comprising of adequate hardware and software products to serve the Bank. For execution of project, prime selected bidder may constitute a consortium of different selected bidders such as cloud service providers, OSD etc. However, in this case the contract will be executed with prime selected bidder only. Hence all the terms and conditions mentioned in this RFP will be valid for prime selected bidder only. The Bank will deal with only the Prime selected bidder as a single point of contact who shall have the sole responsibility for the entire assignment	The selected bidder may bid for the RFP document, as it is his responsibility to implement and maintain the most appropriate solution comprising of adequate hardware and software products to serve the Bank. For execution of project, selected bidder may constitute a consortium of different vendors. However, in this case the contract will be executed with selected bidder only. Hence all the terms and conditions mentioned in this RFP will be valid for selected bidder only. The Bank will deal with only the selected bidder as a single point of contact who shall have the sole responsibility for the entire assignment.
PART – V 17. (vii) Uptime Page 47	The selected bidder shall ensure minimum uptime of 99.9% for the entire solution. The maximum downtime for the hardware and software for encryption solution and its allied applications should be less than 15 minutes per incident in a month with a maximum downtime of 45 minutes in the whole month, failing which a penalty as per penalty clause will be applicable	The selected bidder shall ensure minimum uptime of 99.5% for the entire solution. The maximum downtime for the hardware and software for implemented solution and its allied applications should be less than 15 minutes per incident in a month with a maximum downtime of 45 minutes in the whole month, failing which a penalty as per penalty clause will be applicable

REVISED**Format of Commercial for RFP for Implementation of EFRMS (Amount in Rs.)**

Sl No	Items	Specification	Unit Cost (Exclusive of GST) (A)	Multiplication Factor* (B)	Total Cost (C = A X B)	GST (% and Amount) (D)
1	Hardware* (with 3 years comprehensive warranty and 2 years AMC)					
1.1	Server					
1.2	Storage					
1.3	Any other additional hardware along with all drivers and licenses, if any (PI specify details in BOM)					
1.4	AMC for 4 th year					
1.5	AMC for 5 th year					
1.6	Total (1.1+1.2+1.3+1.4+1.5)					
2	Software (Licenses with 1 year comprehensive warranty and 4 years ATS)					
2.1	System Software (including OS/ License etc.) PI specify in BOM					
2.2	Data Base					
2.3	Application Software					
2.4	ATS for 2 nd year					
2.5	ATS for 3 rd year					
2.6	ATS for 4 th year					
2.7	ATS for 5 th year					
2.8	Total (2.1+2.2+2.3+2.4+2.5+2.6+2.7)					
3	Facility Management Resource Charges					
3.1	Facility Management resource Charges for 1 st year					

3. 2	Facility Management resource Charges for 2 nd year	
3. 3	Facility Management resource Charges for 3 rd year	
3. 4	Facility Management resource Charges for 4 th year	
3. 5	Facility Management resource Charges for 5 th year	
3. 6	Total FM resource charges for 5 years (3.1+3.2+3.3+3.4+3.5)	
4	Cost of 100 man-days for EFRMS customization (Post Go-live)	
5	Grand Total for supply of hardware, software and FM resources for the period of contract i.e. 5 Years excluding GST (Total Cost of Ownership, i.e. TCO) (In figure) (1.6 + 2.8 + 3.6+4)	
	Total Cost of Ownership (in Words) excluding GST	

* Hardware should be quoted for implementation at both DC and DR. Multiplication factor to be specified by bidders depending on the quantity.

* For Software, Multiplication factor to be specified by bidders depending on the number of licenses.

* **Cost of 100 man-days for EFRMS customization (post Go-live is given only for arriving at TCO, However, the man days quoted will be consumed and paid as per the actual.**

The above quotation is subject to the following considerations:-

- i. The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company. TCO will be calculated based on **Column C**. Column D is nowhere in consideration for TCO purpose. Hence, for arriving at L1 bidder, TCO will be taken excluding GST, i.e. **Column C** only.
- ii. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- iii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- v. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Lowest Bidder (L1) will be determined on the Sl. No. 4, i.e. Grand Total for supply of hardware, software and FM resources for the period of contract i.e. 5 years (Total Cost of Ownership, i.e. TCO).
- vii. 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.
- viii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any

specification.

- ix. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- x. 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.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 11.02.2020 and subsequent pre-bid and amendments.

Company Seal

Date

Name & Designation:

Authorized Signatory

Note:: Masked commercial should also be presented in the same format where no amount is to be mentioned (to be Masked)



BID SUBMISSION DATE EXTENSION

Existing BID control Sheet Changes	
Existing Clause	Modified Clause
Last Date and Time for receipts of tender bids 06.03.2020 at 04:00 PM	Last Date and Time for receipts of tender bids 20.03.2020 at 04:00 PM
Opening of technical bids 06.03.2020 at 04:30 PM	Opening of technical bids 20.03.2020 at 04:30 PM