UCO BANK

Department of Information Technology

Request for Proposal (RFP) for Selection of Consultant for Implementation for Migration to Finacle 10.X and Internet Banking Application. RFP Ref. No.: DIT/BPR & BTD/OA/4348/2018-19 Dated: 04/02/2019

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

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Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions	Bank Response
1	21	Part 2 - Eligibility Criteria for the Bidder - Point 7	Eligibility Criteria	Bidder Should have prior experience in performing engagements for Core Banking Implementation / Up-gradation or core banking renewal contract projects in at least 1(one) **schedule Commercial Bank** with minimum of 1000 branches in India.	We were involved in Finacle 10 core banking implementation for one of the Payments Bank in India. Can you please confirm if Payments Bank also qualifies as suitable reference for this opportunity?	The Clause Stands Modified as: "Bidder Should have prior experience in performing engagements for Core Banking Implementation / Up-gradation or core banking renewal contract projects in at least 1(one) schedule Commercial Bank/Payment Bank with minimum of 500 branches in India. The Bidder must have experience in any of the following as on RFP submission date."
2	21	Part 2 - Eligibility Criteria for the Bidder - Point 7	Eligibility Criteria	Bidder Should have prior experience in performing engagements for Core Banking Implementation / Up-gradation or core banking renewal contract projects in at least 1(one) schedule Commercial Bank with **minimum of 1000 branches in India.**	a) We suggest the number of branches criteria to be relaxed to 600. Please confirm. B) Can customer access points be considered as branches e.g.:- Payments Bank having customer access points greater than one lakh. Please confirm.	Please refer Sl. No-1

3	21	Part 2 - Eligibility Criteria for the Bidder - Point 7	Eligibility Criteria	Bidder should have prior experience in **Implementation/upgradation of Internet Banking solution in at least 1 scheduled commercial Bank.**	We were involved in the planning and creation of business requirements, review of solution architecture and implementation roadmap of the internet banking solution for one of the Payments Bank in India. It is yet to be launched. Kindly advice if this can be considered for meeting the eligibility criteria.	There must have experience of implementation/ upgradation of internet banking solution in at least 1 scheduled commercial Bank/Payment Bank with minimum 500 branches
4	21	Part 2 - Eligibility Criteria for the Bidder - Point 7	Eligibility Criteria	Bidder Should have prior experience in performing engagements for Core Banking Implementation / Up-gradation or core banking renewal contract projects in at least 1(one) **schedule Commercial Bank with minimum of 1000 branches in India.**	We have been part of several successful core banking transformation programs across the globe. Kindly advise if we can include our Global credentials to be considered for the eligibility and scoring criteria.	Please refer Sl. No-1
5	21	Part 2 - Eligibility Criteria for the Bidder - Point 7	Eligibility Criteria	Successful completion certificates, Credential Letters, or Copy of Contract/Purchase order from the Bank with name and contact number of the authorized signatory / concerned person in the Bank.	Will a self-certification be acceptable in case the bidder is not able to produce these documents?	Clause Stands as per RFP
6	26	Technical Evaluation- Point 1	Technical Evaluation	1. Should have prior experience in performing engagements for Core Banking Implementation / Up-gradation or core banking in at least 1(one) schedule Commercial Bank with minimum of 1000 branches in India.	a) Can the bank consider our global credentials for technical scoring and evaluation? b) Can the bank consider end to end project management of core banking implementations for technical scoring and evaluation?	Please refer Sl. No-1
7	13	Part 1: Section 5: Contract Period - 3rd Paragraph	Contract Period	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 30 days' notice without assigning any reasons and without any cost or compensation therefore. Any offer falling short of the contract validity period is liable for rejection	Can we request you to consider notifying us on performance issue and giving us some time to rectify the same? Revised clause can be mentioned as "Client may terminate the Contract, by not less than thirty (30) days written notice of termination to the Consultant If the Consultant does not remedy a failure in the performance of their	Clause Stands as per RFP

					obligations under the Contract, within fifteen (15) days after being notified or with any further period as the Client may have subsequently approved in writing.	
8	14	Part 1: Section 7: Earnest Money Deposit	Earnest Money Deposit	The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon.	Can you please confirm when will the earnest money will be released in case: a. Contract is not awarded to us b. Contract is awarded to us	The Clause 7 of Part-I is self-explanatory.
9	16	Part 1: Section 10:Indemnity	Indemnity	The selected bidder is required to furnish a separate Deed 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.	For the Indemnity clause, can you please consider including the below point: "You shall indemnify and hold harmless the bidder Entities and Subcontractors for all Losses arising in connection with any third party Claim in relation to or pursuant to the Contract or the Services, except to the extent finally judicially determined to have resulted primarily from the fraud of such bidder Entities and Subcontractors."	Clause Stands as per RFP
10	39	Part 5: Section 1: Order Cancellation Point d	Order Cancellation	If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay	The criteria for imposition of liquidated damages under this clause cites underperformance and undue delays, which may be construed to subjective interpretation of the Client. We request that any penalty associated with delay be defined as a "percentage price of a payment milestone" instead of a right to invoke a performance. Also, the liquidated damages/ penalty clauses should trigger only if the [delay]/ [performance issues] is determined to be on account of reasons solely attributable to the bidder.	Clause Stands as per RFP

11	39	Part 5: Section 1: Order Cancellation	Order Cancellation	Order Cancellation (Termination)	Can we request you to consider including the below clause for termination of contract: The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case: 1. Client does not make the payment to the Consultant 2. Does not adhere to the arbitration judgement.	Clause Stands as per RFP
12	39	Part 5: Section 1: Order Cancellation Point e	Order Cancellation	If deductions of account of liquidated damages exceeds more than 10% of the total contract price.	Can you please review the point to consider below: Consulting firm shall pay to the Client as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Consultant. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total contract value.	Clause Stands as per RFP
13	40	Part 5: Section 1.2: Termination or Default	Termination or Default	UCO Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, **may terminate the Contract in whole or in part**	Can you please review the point to consider below: Client may terminate the Contract, by not less than thirty (30) days written notice of termination to the Consultant If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or with any further period as the Client may have subsequently approved in writing"	Clause Stands as per RFP
14	43	Part 5: Section 6 Performance Guarantee	Performance Guarantee	Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the project	Can you please include clause to provide curing period for e.g. 15 days. In case bidder does not remedy the obligations, then the client has right to invoke the performance guarantee.	Clause Stands as per RFP

15	44	Part 5: Section 11 Penalty	Penalty	Bank shall, levy a penalty of a sum equivalent to 5% percent per week or part thereof of the value of amount payable for respective phase subject to maximum of deduction for 4 weeks.	Can you please include clause to clarify that the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total contract value.	Clause Stands as per RFP
16	75	Annexure 12	Commercial Bid	However Bank shall review the performance of the Consultancy services at the end of every quarter and if services are found to be unsatisfactory,	Satisfaction criteria needs to be defined. Payment needs to be assigned to as a percentage completion of milestones.	Clause Stands as per RFP
17	NA	NA	NA	NA	What is the preferred format for submission of the technical proposal (PPT or Word). Please confirm.	Word copy in form of Hard copy to be submitted as part of Bid. However, during technical evaluation phase PPT may be required to be given by the bidder.
18	20	1. Eligibility Criteria for the Bidder Point no 2	(Supporting Document)	Bidder should be in existence for three years as on the date of the RFP. (In case of mergers/acquisitions /restructuring or name change, the date of establishment of earlier/original Government Organization/ PSU/ PSE/ LLP/partnership firm or a Limited Company can be taken into account). Certificate of Incorporation and relevant supporting documents	We request bank to kindly allow for registration certificate for partnership firms registration certificate is already called out in Eligibility criteria point no 1. We request the clause to be relaxed " Certificate of Incorporation/registration certificate and relevant supporting documents"	The Clause is self-explanatory.
19	22	1. Eligibility Criteria for the Bidder Point no 8		Bidder should have prior experience in providing Project Management consultancy for any Commercial Bank in India for implementation of CBS application renewal or CBS migration to higher version particularly Finacle for at	Bank has already allowed for "Eminent institutions like IITs/ IIMs/ IISc" to participate in the RFP. For other bidders like Consulting Firms we request bank to request for Banking Domain experts than mandating a	Please refer Sl. No-1

				least one Schedule Commercial Bank with minimum of 1000 branches in India. Completed or On-going projects would be considered. The Consultant should have resources possessing following specialized qualification: 1. Retired senior Executive from PSU / Scheduled Commercial Bank having worked in IT Domain / CBS Setup. The incumbent should not be in full time employment of any company as on RFP submission date. OR Retired / serving professor of institute like IIT / IIM / IISc/ NIBM or any reputed University/ institution in India having consulting experience in Banks on IT related matters. 2. Security certifications such as CISSP/CEH/BS7799/CISM etc. 3. Project Management certifications such as PMP. 4.Other Information System certification such as CISA/CQA/CSQA	consulting firm to have Retired Senior Executives of PSU/Scheduled Banks or Retired/Serving Professors on rolls. As commercial organizations we have Banking Domain experts on our rolls. We request bank to relax this clause as it is restrictive and add in a criteria for Consultants to have banking domain experts. We request relaxation in the below Clause as : Bidder should have prior experience in providing Project Management consultancy for any Commercial Bank in India for implementation of CBS application renewal or CBS migration to higher version particularly Finacle for at least one Schedule Commercial Bank with minimum of 1000 branches in India. Completed or On-going projects would be considered. The Consultant should have resources possessing following specialized qualification: 1. Retired senior Executive from PSU / Scheduled Commercial Bank having worked in IT Domain / CBS Setup. The incumbent should not be in full time employment of any company as on RFP submission date. OR Retired / serving professor of institute like IIT / IIM / IISc/ NIBM or any reputed University/ institution in India having consulting experience in Banks on IT related matters.	

					Or Should have Banking Domain experts with atleast 10 years' experience of working in consulting projects for Core Banking/Internet Banking for Banks in India 2. Security certifications such as CISSP/CEH/BS7799/CISM etc. 3. Project Management certifications such as PMP. 4.Other Information System certification such as CISA/CQA/CSQA	
20	Page 23	Eligibility Criteria: note: Point 2		Public Sector / Scheduled commercial banks include RBI and do not include Cooperative Banks. These Banks refer to Banks in India only	UCO bank is a large PSU bank and RRBs consulting experience may not be relevant to a large PSU bank like UCO bank, hence we request the bank to exclude the RRBs experience. "Public Sector / Scheduled commercial banks include RBI and do not include RRBs & Cooperative Banks. These Banks refer to Banks in India only."	Clause Stands as per RFP
21	Page 24	Eligibility Criteria: note: Point 3		IT Consultant/Advisor already engaged with the IT department of the Bank, need not to bid in this RFP.	This clause is restrictive in nature for existing IT consultant engaged with the bank and not in line with Public Procurement guidelines as CVC recommends maximum participation in the RFP from all eligible bidders to allow for maximum participation & competition. Hence we request you to kindly relax this clause and please allow existing IT consultant to also participate in the RFP	Clause Stands as per RFP

22	Page 23	1. Eligibility Criteria for the Bidder		he Director or Employee of the bidder deputed to Bank project should not have been convicted or charged or alleged under Indian law in any corruption / malpractices cases while being in with current or previous firm.	Please confirm if Director here refers to the Board of Directors or Director by designation.	Board of Director or employee designated as Director along with Employee of the bidder deputed to Bank project should not have been convicted or charged or alleged under Indian law in any corruption / malpractices cases while being in with current or previous firm by the bidder company.
23	Page 26	Technical Criteria Point no 1		1. Should have prior experience in performing engagements for Core Banking Implementation / Up-gradation or core banking in at least 1(one) schedule Commercial Bank with minimum of 1000 branches in India.	Please confirm if Completed or on-going projects would also be considered	The clause stands modified as: "1. Should have prior experience in performing engagements for Core Banking Implementation / Up-gradation in at least 1(one) schedule Commercial Bank/Payment Bank with minimum of 500 branches in India. Completed or on-going projects where PO is obtained by the bidder on or before date of publication of RFP would also be considered."
24	Page 27	Technical Criteria Point no 4		4. Should have prior experience in project management of implementation of and providing Consultancy services in Business Process Reengineering including ADC operation, new channel adaption, RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.	Bank has not called out any scope related to BPR as a part of the RFP. we request the clause to be relaxed as below: Should have prior experience in project management of implementation of and providing Consultancy services in ADC operation, new channel adaption, RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.	Clause Stands as per RFP
25	Page 84	Technical Criteria People Pt. 3		If either of Engagement Manager/ Overall Person responsible is having qualification: CISA/CISSP/CISM/OCP / ITI / PIM	we request the clause to be relaxed as below: If either of Engagement Manager/ Overall Person responsible is having qualification: CISA/CISSP/CISM/OCP	The clause stands modified as "If either of Engagement Manager/ Overall Person responsible is having qualification:

					/ ITI /PIM/ TOGAF/ Prince2	CISA/CISSP/CISM/OCP / ITIL / PIM/PMP/Prince2"
26	Pag e 44	Penalty		If, the Bidder fails to deliver the mentioned services within the given timeline as per Purchase order (PO), Bank shall, levy a penalty of a sum equivalent to 5% percent per week or part thereof of the value of amount payable for respective phase subject to maximum of deduction for 4 weeks. In case of undue delay beyond a period of 4 weeks unless otherwise waived by the Bank, Bank at its discretion may terminate the Contract.	we request the clause to be relaxed as below: If, the Bidder fails to deliver the mentioned services within the given timeline as per Purchase order (PO), Bank shall, levy a penalty of a sum equivalent to 1% percent per week or part thereof of the value of amount payable for respective phase subject to maximum of deduction for 10 weeks. In case of undue delay beyond a period of 10 weeks unless otherwise waived by the Bank, Bank at its discretion may terminate the Contract.	Clause Stands as per RFP
27	Pag e 32	PART - IV- Scope of Work & 3. PAYMENT TERMS & ANNEXU RE –XII Commer cial Bid		The scope of work has the following broad areas: Drafting of RFP/ new Master Agreement, Terms & Conditions and Deliverables for migration/up-gradation from Finacle 7.x to Finacle 10.x Project Management for implementation of the contract renewal. Provide Assistance in Vendor Evaluation and Selection for IT related Products, Services and Projects Testing Services & The payment terms for the above as per section 3 is Quarterly on arrear Basis & As per Annexure XII Commercial Bid , Bidder is required to provide Consultancy Fee (Per Month)	We request bank to have a fixed price scope for: Drafting of RFP/ new Master Agreement, Terms & Conditions and Deliverables for migration/up-gradation from Finacle 7.x to Finacle 10.x, Provide Assistance in Vendor Evaluation and Selection for IT related Products, Services and Projects And the above terms of the above should be milestone based instead of quarterly in arrears mentioned in the RFP. for Project Management for implementation of the contract renewal, bank can pay quarterly in arrears Also the commercial bid should be modified to evaluate the bidder	Clause Stands as per RFP Details in Clause 10 of part-V" Schedule of work can be referred for clarification.

					based on the overall TCO of the Line items then only on per month cost.	
28	Page 33	Project Management for implementation of the contract renewal		Project Management for implementation of the contract renewal. The consultant will be expected to provide senior experienced resources to manage the complete acceptance and implementation of the components at the Finacle 10 and internet banking	We request Bank to specify the minimum resources required for Project Management to form the baseline of commercial evaluation.	Please refer page-84, row no 3 for clarification.
29	Page 35	Testing Services		Testing Services o The consultant during the period of the contract may be from time to time as per the need of the Bank required to perform or manage the end to end user acceptance testing, hardware and infrastructure acceptance, report and monitor performance benchmarks.	We understand that UAT will be performed by Bank or its nominated Vendor, Consultant will only project manage the UAT and other testing services. Consultant won't perform UAT.	The Clause is self-explanatory.
30	Page 33	Broad Scope of Work		Work with the Bank's legal team in formulating the complete contract for the system integrator	Our understanding is that we will only provide scope and SLA related inputs and no legal inputs shall be provided by the Consultant.	The Clause is self-explanatory.
31	Page 50	Ownership and retention of Documents Pt 33 3		The selected bidder shall not, without the prior written consent of UCO Bank/ Purchaser store, copy, distribute or retain any such Documents	Our understanding is that we shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us.	The Clause 33 in whole is self-explanatory.
32		Limitation of Liability		Limitation of Liability	In accordance with standard industry practice, we assume that our aggregate liability for direct damages under this RFP shall be limited to one time the fees paid to us under a specific work order or statement of work.	Please refer Clause 11(3) of Part V

| 33 | Page 79 | Non-Disclosure Agreement Pt. (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. | Please confirm if the Indemnity is capped to one time the fees paid to the Consultant. | Clause 9 (d) of Non-Disclosure Agreement is self-explanatory. |