



UCO BANK

Department of Information Technology

Request for Proposal (RFP) for Selection of IT Consultant on Retainer Basis

RFP Ref No: DIT/BPR&BTD/OA/129/2020-21 Date: 30.04.2020

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

Sl. No	Page No	Clause No	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1	2	Annexure XIX	Commercial Template	We recommend that the Bank include a clause that to ensure quality of resources being deployed, under no circumstances can the cost of the senior resources be quoted as lesser than the junior resources. There must be a premium on the senior resource	It is clarified that Bank has already specified the job roles, qualification and work experience in case of junior and senior resources. Bidders to quote the cost for respective resources accordingly in commercial format.
2	6	Tender Control Sheet	Bids to be submitted	Considering the COVID-19 situation, we would suggest online Bid submission to be accepted & request the bank to relax Hard Copy submission	Clause stands as per RFP
3	14	14, Selection Process	The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will	Please confirm if the bidder is selected on the basis of lowest quoted bid amount or on the basis of weightages assigned to technical and financial	Kindly refer Part-III i.e. bid opening and evaluation criteria of RFP.

			be treated as L1 Bidder.	proposal	
4	17	32, Authorized Signatory	The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested	Please confirm whether scanned signature of Authorized signatory will be accepted	It is to be clarified that Scanned signature is not acceptable. Bidder may submit scanned copy of particular document however original copy is to be submitted before opening of commercial bid otherwise bid document will be summarily rejected.
5	18	33, Submission of Offer Three Bid System	Pre-Contract Integrity Pact on a non-judicial stamp paper of requisite value.	Considering the COVID-19 situation, we would suggest the list of Annexures to be accepted on Plain Paper instead of non-judicial Stamp Paper & Letter Head	Bidder may submit e-stamp in place of stamp paper.
6	19	33, Submission of Offer Three Bid System	Bidder to ensure that Soft copy of the bids submitted, should contain each and every document submitted in the original bid documents.	Please confirm if the soft copy of the bid can be submitted in a pen drive	Bidder may submit soft copy either in pen drive or CD.
7	25	PART-III Bid & Opening Evaluation Criteria	Should have prior experience in project management of implementation of and providing Consultancy services in i) Building of Data Centre or shifting of Data Centre, ii) Disaster Recovery, or evaluating Collated DC facilities based on the Banks requirement. iii) Business Continuity Plan. iv) RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.	Please clarify if all (four) mentioned criteria are to meet in a single engagement or it can be across multiple engagements. We request that the bank modify this clause to saying that the 4 Criteria may be met by any number of scheduled commercial banks since it is very difficult to expect that all 4 types of projects could be done in 4 banks by each consultant. It is possible that each of these 4 types of projects have been completed	Modified clause may be read as: Should have prior experience in project management of implementation and providing Consultancy services either in single engagement or across multiple engagements in a particular Bank i) Building of Data Centre or shifting of Data Centre, ii) Disaster Recovery, or evaluating Collated DC facilities based on the Banks requirement. iii) Business Continuity Plan. iv) RFP preparation, vendor

				across a number of banks.	evaluation, contract signing, project implementation, project governance etc.
8	25-26	PART-III Opening Evaluation Criteria	Bid & 4. Should have prior experience in project management of implementation of and providing Consultancy services in i) Business Process Re-engineering including ADC operation. ii) New channel adaption. iii) RFP Preparation. iv) Vendor evaluation v) Contract signing, vi) Project implementation, vii) Project governance viii) Artificial Intelligence ix) Data Warehouse, x) On-boarding of Fintech companies. Evaluation Criteria: · 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India · 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India · 5 marks - if the criteria is met for 2 Bank / Govt. Financial Institutions in India.	We request that the bank modify this clause to saying that the 10 Criteria may be met by any number of scheduled commercial banks since it is very difficult to expect that all 10 types of projects could be done in 4 banks by each consultant. It is possible that each of these 10 types of projects have been completed across a number of banks. The bank may place more weightage if more projects have been done in more banks and keep a minimum of all 10 being performed in any number of banks. We also recommend that the bank take engagement letters or POs as proof of these engagements.	Modified clause may be read as: Should have prior experience in project management of implementation and providing Consultancy services in four or more out of ten engagements in particular Bank i) Business Process Re-engineering including ADC operation. ii) New channel adaption. iii) RFP Preparation. iv) Vendor evaluation v) Contract signing, vi) Project implementation, vii) Project governance viii) Artificial Intelligence ix) Data Warehouse, x) On-boarding of Fintech companies. Evaluation Criteria: · 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India · 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India · 5 marks - if the criteria is met for 2 Bank / Govt. Financial Institutions in India.

9	28	PART-III Bid Opening & Evaluation Criteria	Technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%	Please confirm if the bidder is selected on the basis of lowest quoted bid amount or on the basis of weightages assigned to technical and financial proposal	Kindly refer Part-III i.e. bid opening and evaluation criteria of RFP i.e. Under CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System), the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.
10	31	Part IV - Scope of Work	Draft new Master Agreement for implementation after expiry of Current Master Agreement with existing System Integrator	Please provide an indicative number of existing Vendors/System Integrators	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
11	31	Part IV - Scope of Work	Assisting the Bank in implementation & monitoring of various Ongoing & incoming projects during the contract period	Please provide an indicative number of ongoing contract projects	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
12	31	Part IV - Scope of Work	Review Bank's existing technology with that of peers. Identify gaps, if any and assist in defining methodology for bridging up those gaps to ensure that the Bank is at par with peers in the industry	Kindly elaborate on the scope of the peer benchmarking review. Please clarify if a formal comparative study with peer institutions and a subsequent report is expected as a deliverable	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
13	31	Part IV - Scope of Work	Perform a business and IT alignment exercise across all divisions and business units of the Bank encompassing	Are the business application requirements already drafted in some form with the individual line departments or is the consultant expected to conduct a detailed requirement assessment study with the concerned stakeholders?	Selected consultant has to conduct detailed requirement study wherever asked by the bank to do so.

14	32	Part IV - Scope of Work	Identify technology requirements at the branches taking into consideration: Ease of customer service, Higher customer experience, Optimal Staff utilization and productivity	Is the consultant expected to create a customer servicing/customer experience strategy document first or is there an existing strategy document that can be referred to while conducting the gap assessment at the branches?	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
15	33	Part IV-Scope of Work	SOC implementation review and security baseline configuration assessment may be included in the scope	a. Clarity on addition of SOC implementation to the scope. b. Require information on the number of devices for which the security baseline configuration assessment will be performed.	Modified clause may be read as: SOC implementation review and security baseline configuration assessment is integral part of Scope of work under clause " providing assistance to the Bank on all Information technology related Aspects"
16	34	Part IV - Scope of Work	Assisting the Bank in formulation of Request for Proposal Document	Please clarify if the assistance is limited to providing required inputs to Bank resources or it involves drafting of entire RFP by consultant?	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
17	34-35	PART IV - Scope of Work	Testing Methodology, Defect Management Tool	1. Is there any specific Testing Methodology which is required to be followed, like Agile, Scrum, Waterfall, etc.? 2. Please specify the Defect Management Tools currently used in the bank	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
18	35	Part IV-Scope of Work	Conducting & assisting in Forensic Audit.	Elaborate on the expectation of Conducting & assisting in Forensic Audit the scope of Forensics that is to be added.	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on

					mutual discussion.
19	35	Part IV-Scope of Work	Hardware and infrastructure testing	Elaborate if security testing is also a part of hardware and infrastructure testing (for example: If the hardware components are securely configured, network security assessments, firewall reviews etc.)	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
20	35-36	PART IV - Scope of Work	Provide Project Management Assistance for Implementation of IT Projects	Please specify the project management tool/database (e.g. SharePoint / MS Project Server) that is used in the bank currently	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
21	36	Part IV-Scope of Work	Source Code Audit	Require information if Source code audit would be a part of cyber and elaborate the scope if applicable.	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
22	39	Part IV - Scope of Work	Consultancy services for the implementation of large projects such as Finacle 10 migration/ Internet /Fraud Risk Management (FRM) Project /Revamping of Banks network etc.	Please elaborate on the scope of consultancy services for the implementation of large projects	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
23	39	Part IV-Scope of Work	Assist the Bank in implementation of various certifications & framework viz. ISO 27001/27002 for critical IT sites viz: Bangalore Data Centre, Kolkata Data Centre and DIT Kolkata	Clarity on if we need to only review the framework or do the certification. In case the certification needs to be done, please clarify if the external body fees should be included in our fees or it will be separately handled by the bank.	It is to be clarified that selected bidder has to look after the implementation part only. It doesn't include certification.
24	42	6, Exceptions to confidential information are not provided	Confidentiality	Client is requested to allow standard exceptions to confidential information, which is industry standard	It is to be clarified that all the points mentioned in confidentiality and secrecy clause will be remain same

		Duty of care is very high - i.e. we need to maintain confidentiality using strictest standards Several conflict of interest related obligations on us		and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.	except the bidder is not liable the information available in public domain
25	42	6	Confidentiality	We request client to kindly confirm that we will be obliged to protect Confidential information using the same degree of	Clause stands as per RFP

				care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.	
26	43	6	Conflict of Interest	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	The area is concerned with the Bank only. Bidder is requested to kindly refer Part V, point no 6
27	45	11 Liquidated Damages	<p>The Bank will impose liquidated damages i.e. 1% of the assigned particular project cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each contract. Overall cap for penalties under this clause will be 10% of the contract value of the respective assignment. Not limited to solely our fault</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p> <p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	Clause stands as per RFP.

28	48	17	Indemnity: Indemnities for IPR infringement claims without exceptions	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination</p>	Clause stands as per RFP
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29	98	Annexure XXI	<p>(To be stamped in accordance with the stamp act)</p> <p>PROFORMA FOR DEED OF INDEMNITY</p>	Request bank to specify the requisite value of the stamp paper	The Requisite value of Stamp paper is Rs 100.
30	48	18	No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us, and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do	Kindly refer Part V, clause no 18 (publicity)

				not disclose your confidential information.	
31	48 & 57	17 & 33	Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Clause stands as per RFP
32	51	22, 23, 24 & 25	<p>We do not have any right to terminate</p> <p>Unreasonable ground for termination</p>	<p>To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.</p> <p>We request client to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.</p>	Clause stands as per RFP
33	51	22 (g) (h)	Risk purchase	Effect of Termination: Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price	Clause stands as per RFP

				discovery) for procurement of such services from third parties.	
34	60	39	There are following exceptions to the limitation of liability - *IP infringement; and * bodily injury Indirect and consequential losses are not excluded from liability	<p>Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.</p> <p>Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:</p> <p>Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p>	Clause stands as per RFP
35	98	Annexure VVI	Proforma for Deed of Indemnity	We request the client to delete this proforma from the list of Annexures to the RFR. Request the client to restrict the indemnity to a balanced third party IPR	Clause stands as per RFP

				infringement indemnity and a balanced reciprocal indemnity for death/bodily injury and the same shall be capped to the limitation of liability cap.	
36	N/A	N/A	Restrictions due to COVID 19.	<p>We request to consider to include appropriate language on the lines below (sample):</p> <p>"If there are any circumstances that reasonably restrict or affect the ability of PwC's personnel to travel or to be physical present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist"</p>	Restrictions due to COVID 19. Is peculiar in nature. This type of situation is already cover in force majeure clause in the RFP.
37	No clause in RFP.		No protection to our pre-existing IPRs	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our	Query is not admissible

				<p>pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	
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38	No clause in RFP.		There is no restriction on the usage of deliverable. No third-party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Query is not admissible
39	Payment Terms		The Consultant's fees will be paid at the end of every quarter for the services rendered as per the rates which are described in the Commercial Proposal	We request for a monthly payment for the services rendered as per the rates which are described in the Commercial Proposal	Clause stands as per RFP
40		2, 17, 31, 33, 38 (d)	<p>Indemnity for breach of contract obligations</p> <p>Indemnity for:</p> <p>(a) non-compliance of applicable laws;</p> <p>(b) non-compliance of statutory obligations;</p> <p>(c) negligence or failure to fulfil obligations;</p> <p>(d) payments employees, agents, contractors, subcontractors of the successful bidder</p> <p>Indemnities not subject to final determination by court/arbitrator</p>	<p>There are several remedies available under law and contract to you for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request</p>	Clause stands as per RFP

				<p>you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p> <p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.</p>	
41	6	Bid Control Sheet	Pre- Bid Meeting Date & Time	<p>यूको बैंक UCO Bank</p> <p>Considering the COVID-19 situation, we would suggest Pre- Bid Meeting to be held online</p>	Kindly refer notice uploaded on the website
42	47	15	<p>The contract period will be for a period of 3 (Three) years which may be extended for another one year by the Bank at the same cost. The annual cost quoted by bidder should be valid for another one year after completion of 3 years contract period. However the bank should not be under any obligation to extend the contract period. The Bank reserves the right to terminate the contract at its sole discretion by giving two months" notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.</p>	<p>Since this is a 3 year contract we request that the bank put in an escalator clause to increase the first year rates by 8% to factor inflation. This practice is an industry standard in multi-year contracts and ensures that there is transparency in the cost escalation mechanism</p>	Clause stands as per RFP

43	24	2. Technical Evaluation	Point No-1,2,3 and 4 of Technical Evaluation	We request Bank to consider Ongoing projects as well for evaluation other than Prior experience.	The modified clause may be read as: In technical evaluation, point no 1,2,3, and 4, ongoing projects will be considered for evaluation purpose.
44	25	2. Technical Evaluation	3.Should have prior experience in performing consultancy services in any of the three consultancy areas:	Does Bank expect bidder to have experience in all the areas mentioned for point.no. 3 of Technical Evaluation? Please clarify.	Clause is self explanatory
45	25	2. Technical Evaluation	4.Should have prior experience in performing consultancy services in any of the three consultancy areas:	Does Bank expect bidder to have experience in all the areas mentioned for point.no. 4? Please clarify.	Clause is self explanatory
46	26	People	If either of Engagement Manager/Overall Person responsible is having qualification: CISA/CISSP/CISM	Please revise the clause as: If either of Engagement Manager/Overall Person responsible is having qualification: PMP	Modified Clause may be read as: If either of Engagement Manager/Overall Person responsible is having qualification: ITIL/PIM/PMP
47	27	Note	The Service Provider is required to provide documentary evidence for each of the above criteria and the same would be required on the client's Letter Head /Letter of engagement/agreement to the satisfaction of the Bank.	What would be the documentary evidence for criteria mentioned under the head 'People'. Would it be CVs or self-declaration on company letterhead? Please clarify.	The required document for criteria mentioned under the head 'people' are: 1. Copy of certificates in case of qualification. 2. Client certificate for experience
48	34	Testing Services	The consultant during the period of the contract may be from time to time as per the need of the Bank require to perform or project manage the end to end user acceptance testing	Please revise the clause as: The consultant during the period of the contract may be from time to time as per the need of the Bank require to project manage the end to end user	Clause stands as per RFP

				acceptance testing,	
49	35	d. Testing Services	Define / review the test cases	Please revise the clause as: Review the test cases	Clause stands as per RFP
50	45	11. Liquidated damages	The Bank will impose liquidated damages i.e. 1% of the assigned particular project cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each contract.	Please revise the clause as: The Bank will impose liquidated damages i.e. 0.1% of the assigned particular project cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each contract.	Clause stands as per RFP
51	47	15. Contract Period	The contract period will be for a period of 3 (Three) years which may be extended for another one year by the Bank at the same cost.	Please revise the clause as: The contract period will be for a period of 3 (Three) years which may be extended for another one year by the Bank at mutually agreed cost.	Modified Clause may be read as: The contract period will be for a period of 3 (Three) years which may be extended for another one year by the Bank at mutually agreed cost.
52	93-94	Annexure – XVIII and Annexure XIX	Applicable Taxes in %	We request Bank to consider Summation of Total Cost (Man-day x no of days) for Senior and Junior resources without taxes as the TCP. Taxes would be an actual number which Bank should pay separately.	It is Clarified that Applicable taxes at the time of invoicing will be paid.

53	6		Bid Control Sheet, Last Date and Time for receipt of tender bids	Due to unprecedented situation, may we request to extend at least 30 days' time from release of pre-bid query response for submission of final bid	Kindly refer corrigendum enclosed with Pre bid query response
54	8	Part-I	Clause 3 Eligibility Criteria, Sl. No 2, The Bidder should have a minimum annual turnover of Rs. 50 Crores per year from the consultancy service business during the last three financial years (2016-17, 2017-18 & 2018-19).	May we request to amend clause as follows: The Bidder should have minimum annual turnover of 500 Crores per year during last three financial years (2017, 2017-18 & 2018-19).	Clause stands as per RFP
55	8	Part-I	<p>Clause 3 Eligibility Criteria, Sl. No 2</p> <p>Bidder should not have been Blacklisted by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any Bank/Institution in India.</p> <p>Bidder has to submit a Declaration in the format as mentioned in the Annexure – VI of this RFP document.</p>	<p>a) We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfil the same.</p> <p>b) We further confirm that all the information as per requirement of the Bank have been included in our bid.</p> <p>c) 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.</p> <p>d) We have not been blacklisted by any</p>	Clause stands as per RFP

				<p>Nationalized Bank/RBI/IBA or any other Government agency/ICAI for the work performed by us. No legal action is pending against us for any cause in India which we believe may adversely impact our ability to provide the proposed services.</p> <p>e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.</p> <p>(Deviation to the above if any, the Bidder must provide details of such action(s))</p> <p>(1)</p> <p>(2)</p>	
56	6	Part-I , Clause Three eligibility Criteria sl no 3	<p>The Bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected;</p>	<p>May we request to amend the clause as follows: "To the best of its knowledge and as on date of declaration, the Bidder states that there are no legal proceedings / inquiries / investigations commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which it believes performance under the contract will get adversely affected / may get affected".</p>	Clause stands as per RFP

57	10	PART II	Clause 3 , tender document and fee	Due to unprecedented situation, may we request to set the tender document cost as free or maximum to Rs. 3000/- (Rupees Three Thousand Only).	Clause stands as per RFP
58	11	PART II	Clause 4 , Earnest Money Deposit	Due to nature of work, may we request to set the EMD cost to Rs. 3,00,000/- (Rupees Three Lakhs Only).	Clause stands as per RFP
59	24-26	PART-III	Clause 2 , technical evaluation criteria	Considering Bidder might not provide all services to a particular client hence, we request to allow evaluation criteria across multiple client instead of all services from a single client.	Kindly refer SI No 7 & 8
60	27	PART-III	Clause 2, People	May we request to include ISO 27001 and 22301 in qualification criteria as well considering BCP advisory is the part of SoW.	Clause stands as per RFP
61	31	Part IV	Drafting of new Master Agreement, Terms & Conditions and Deliverables for New projects	We request to let us know tentative number of existing vendor of the Bank.	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
62	31	Part IV	Define Technology Road Map for the next 3 - 5 years	We request to let us know if Bank has any existing Technology Road map.	The detail scope will be shared with selected consultant on need basis at the time of requirement.

					Mandays will be finalized on mutual discussion.
63	33	Part IV	<p>Providing Assistance to the Bank on all Information Technology related Aspects</p> <p>SOC implementation review and security baseline configuration assessment may be included in the scope</p>	Considering the SoW by nature Advisory services, we request to remove any IT security assessment activities from the SoW.	Clause stands as per RFP
64	36	Part IV	<p>Provide assistance to the Bank on IT Transformation within the bank Software and licenses requirements</p>	<p>We request to clarify us if Bank wants to perform review to identify requirements for upgrade, replacement and modification or Bidder shall evaluate the necessary documents that will shared by Bank to gauge the requirement.</p> <p>If Bank expects that Bidder shall perform an assessment, please provide us detailed software list along with number of servers/ workstation and other IT equipment (e.g. routers, FW, switches, IPS etc.)</p>	Clause stands as per RFP
65	37	Part IV	<p>Provide assistance to the Bank on IT Transformation within the bank</p> <p>Define the functional and technical training requirements for the bank's staff for the same.</p>	Please elaborate more on training expectations and number of training schedule.	Clause is self explanatory

66	37	Part IV	Provide assistance to the Bank for Review, modification and formulation of all IT related Policies including Business Continuity Planning , Assist in formulating new IT related Policies, namely	Please elaborate more if Bank expects that Bidder shall provide consulting services for achieving ISO 27001 certificate.	Kindly refer Scope of work
67	45	Part IV	Clause 11 , Liquidated Damage	Considering the fact that multiple stakeholders may be involved in any activities hence, any delay in the project can't be attributable to the Bidder. We request to remove this clause.	Clause stands as per RFP
68	11	4	<p>The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder</p>	<p>Kindly elaborate on the requirement for 30 days claim period after expiry of the validity of the Bank Guarantee. We propose deletion of the extended claim period of 30days. <u>Revised position:</u></p> <p>The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder</p>	Clause stands as per RFP
69	14	17.b	The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the	We suggest the clause to be deleted from this Section since the same is dealt with in later clauses in detail. In any case Vendor will not be providing services at the	Clause stands as per RFP

			vendor in respect of the products supplied/ services offered	initial stages till the Agreement is finalized	
70	25	25	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	The submission of the proposal or acceptance of the bid shall not be considered to be of deemed acceptance by the Parties, it will be subject to the Tender Offer Forwarding Letter as agreed in Annexure I with the need for a Master Agreement to be signed between the Parties prior to commencement of services.	Clause stands as per RFP
71	40	Part-V, 2.	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 obligations arising there from.	We suggest modifying the verbiage as under and also adding the procedure for indemnification: Revised position: 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 and, defend and protect the Bank and its	Clause stands as per RFP

		<p>Compliance in obtaining approvals/permissions/licenses: The vendor 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 the 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 other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.</p> <p>All the employees/operator deployed by the vendor 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</p>	<p>employees/officers/staff/per sonnel/representatives/age nts from any failure or <u>willful</u> omission on its part to do so and against all <u>third party</u> claims or demands of liability and all consequences that may occur or arise for any <u>willful</u> default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance in obtaining approvals/ permissions/ licenses: The vendor 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 <u>willful</u> omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees / officers / staff / personnel / representatives / agents from and against all <u>third</u></p>	
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			<p>the quotation).</p> <p>This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p><u>party</u> claims or demands of liability and all consequences that may occur or arise for any <u>willful</u> default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.</p> <p>All the employees/operator deployed by the vendor 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).</p> <p>This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited as <u>per the limitation of liability agreed under this Agreement.</u> to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would</p>	
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				<p>cover damages, loss or liabilities suffered by the bank arising out of <u>third party</u> claims made by its customers and/or regulatory authorities.</p> <p><u>Save as expressly provided otherwise elsewhere in this document, in respect of each indemnity in this document under which a claim is brought by a third party against Bank, Bank agrees to:</u></p> <p>a) <u>notify the vendor promptly upon becoming aware (and in any event within ten (10) days of any claim;</u></p> <p>b) <u>make no admissions or statements without the vendor's consent;</u></p> <p>c) <u>reserve for the vendor the right if it chooses to take exclusive control of the litigation and to conduct/settle litigation and negotiations as the vendor sees fit (subject to keeping UCO Bank reasonably informed);</u></p> <p>d) <u>give the vendor such assistance as may be reasonably required;</u></p> <p>e) <u>preserve and not waive legal, professional or any other privilege attaching to any of the records, documents, or other information in relation</u></p>	
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				<p><u>to such claim without the prior consent of the vendor; and</u></p> <p><u>f) not enter into any binding agreement or arrangement to settle such claim without the prior written consent of the vendor.</u></p> <p><u>g) take all steps to mitigate the costs or loss which it may suffer with this document including in relation to any losses, costs, damages and expenses covered by indemnity.</u></p>	
72	41	Part-V, 5.	<p>The Bank will require the selected bidder to provide a Performance Bank Guarantee, format as per Annexure-"IV", within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership of the respective group. The Performance Guarantee should be valid for a period of 39 months (with three months claim period). The Performance Guarantee shall be kept valid till completion of the project. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.</p>	<p>We propose deletion of the extended three months claim period to the Bank Guarantee. Kindly confirm if the completion of the Project shall be achieved in 39 months.</p> <p>Revised position: We propose revising the verbiage as under:</p> <p>The Bank will require the selected bidder to provide a Performance Bank Guarantee, format as per Annexure-"IV", within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership of the respective</p>	Clause stands as per RFP

				<p><u>group contract value</u> . The Performance Guarantee should be valid for a period of 39 months (with three months claim period). The Performance Guarantee shall be kept valid till completion of the project. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.</p> <p>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 <u>solely attributable</u> due to Vendor's <u>gross</u> negligence in carrying out the project implementation as per the agreed terms & conditions.</p> <p>Additional PBG of 10% of project cost is subject to be acceptable only as mutually agreed in the event of contract extension.</p> <p><u>Provided that the Bank shall invoke the performance guarantee only after the conclusion of Arbitration process for resolution of dispute as per clause 20 of Part V.</u></p>	
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73	42	Part-V, 6.	<p>The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.</p> <p><input type="checkbox"/> The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree: <input type="checkbox"/> To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK; <input type="checkbox"/> To only make copies as specifically authorized by the prior written consent of Bank and with the</p>	<p>We suggest making this provision mutual, adding exceptions and also adding a term to the of confidentiality obligations: Revised position:</p> <p><u>Vendor's obligations under this clause shall apply to the Bank mutatis mutandis with regards to any confidential information disclosed by Vendor to Bank.</u></p> <p><u>The obligations of confidentiality under this document shall not extend to information that:</u></p> <p><u>a) _____ is public knowledge, other than as a result of a breach of this document;</u></p> <p><u>b) _____ is already known to receiving party at the time of disclosure;</u></p> <p><u>c) _____ is obtained by receiving party from a third party who has a lawful right to disclose it;</u></p> <p><u>d) _____ receiving party is required to disclose by law, regulation, rule, act or order of _____ any governmental authority or agency, provided that notice is promptly delivered to the disclosing party in order to provide an opportunity to seek a protective order or other similar order with respect to such Confidential</u></p>	Clause stands as per RFP
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			<p>same confidential or proprietary notices as may be printed or displayed on the original;</p> <p><input type="checkbox"/> To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and To treat all Information as Confidential Information.</p>	<p><u>Information. If the disclosing party seeks a protective order or other remedy, the receiving party shall promptly co-operate with and reasonably assist the disclosing party in such efforts. If the disclosing party fails to obtain a protective order or waives compliance with the relevant portions of this document, the receiving party in consultation with the disclosing party, discloses to the requesting entity only the minimum Confidential Information required to be disclosed in order to comply with the request;</u></p> <p><u>e) _____ has been, is being or later is independently developed by disclosing party without use of or resort to the Confidential Information.</u></p> <p><u>The confidentiality obligations under this document shall be valid for a period of 3 years from the date of termination or expiry of the Agreement.</u></p>	
74	43	Part-V, 8.	<p>The Consultant's fees will be paid at the end of every quarter for the services rendered as per the rates which are described in the Commercial Proposal (Annexure XIX) and finally agreed between Bank and Consultant on a project to project basis.</p>	<p>We propose revising the provision as under:</p> <p>Revised Position:</p> <p>The Consultant's fees will be paid <u>at within thirty (30) days from the end date of every</u></p>	Clause stands as per RFP

				<p><u>quarterly invoice raised</u> for the services rendered as per the rates which are described in the Commercial Proposal (Annexure XIX) and finally agreed between Bank and Consultant on a project to project basis.</p> <p>Bidder reserves the right to propose deviation for charging interest on delayed payments from the Bank. Further in the event of delayed payments, the Bidder should have additional right to suspend services to the Bank.</p> <p>Revised Position :</p> <p><u>Interest on overdue payments shall be charged at the rate of 12% per annum (subject to the permissible limit under laws), from the due date for payment until the date of receipt of payment.</u></p> <p><u>In addition to the above, the Bidder shall be entitled to suspend services to the Bank until receipt of payment from the Bank. Suspension of services for such reason shall not amount to breach by Bidder of the provisions of this Agreement.</u></p>	
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75	44	Part-V, 10.	<p>Bank reserves the right to cancel the order placed on the selected bidder and realize penalty/compensation on the following circumstances:</p> <p>(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.</p> <p>(iii) The bidder goes into liquidation voluntarily or otherwise.</p> <p>(vii) 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>(viii) 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>(ix) 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</p>	<p>We cannot accept the right of Bank to cancel the order on the instances as enumerated in the clause. Any cancellation or termination has to be only after complying with clause 22 for termination.</p> <p>Further the penalties proposed in this clause are not capped, Vendor cannot accept uncapped penalties. We propose revising these provisions as under:</p> <p>Revised Position:</p> <p>Bank reserves the right to cancel the order placed on the selected bidder and realize penalty/compensation on the following circumstances:</p> <p>(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.</p> <p>(iii) The bidder goes into liquidation voluntarily or otherwise.</p> <p>(iv) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>(v) The progress regarding</p>	Clause stands as per RFP
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			<p>invoking the Bank Guarantee under this purchase order.</p> <p>execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>(vi) If deductions on account of liquidated damages exceed more than 10% of the total order price.</p> <p>(vii) 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) 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. <u>Such alternate sources shall be appointed by the Bank only for critical service failures committed by the bidder, and the bidder shall not responsible and/or liable for the acts or omissions of such alternate sources.</u></p> <p>(viii) If the bidder does not perform satisfactorily or delays execution of order.</p>	
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				<p><u>and such unsatisfactory performance or delay remains unremedied for a period of thirty (30) days from the date the bidder is informed of the same by UCO Bank,</u> 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. Such other party shall be appointed by the Bank only for critical service failures committed by the bidder, and the bidder shall not responsible and/or liable for the acts or omissions of such other party.</p> <p>(ix) 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><u>Provided that the quantum of penalties under this</u></p>	
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				<u>clause shall not exceed 10% of the total contract price.</u>	
76	45	Part V- 11	<p>The Bank will impose liquidated damages i.e 1% of the assigned particular project cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each contract. If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already by the Bank as Liquidated Damage for non-performance. Both the above Liquidated Damages are independent of each other and are applicable separately and concurrently.</p>	<p>We propose that Vendor should be able to "earn-back" penalties or liquidated damages where the situation is finally back to normal (e.g., the project final milestone has been met by Vendor although an interim milestone might have been missed. We propose the following verbiage in the clause.</p> <p>Revised Position:</p> <p>The Bank will impose liquidated damages i.e 1% of the assigned particular project cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each contract. If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already by the Bank as Liquidated Damage for non-performance. Both the</p>	Clause stands as per RFP

				above Liquidated Damages are independent of each other and are applicable separately and concurrently. <u>Provided that Vendor shall have a right to "earn-back" service level credits where performance exceeds service levels over an agreed time period.</u>	
77	46	Part-V, 13.	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 less than one month notice in writing.	<p>We propose revising this clause as under:</p> <p>Revised position:</p> <p>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, <u>and such violation remains uncured by the service provider within thirty (30) days of being informed by UCO Bank of such violation</u>, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.</p>	Clause stands as per RFP

78	46	Part-V, 14.	<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p> <p>□ Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,</p>	<p>We propose revising the clause as under:</p> <p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p> <ul style="list-style-type: none"> • Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, <u>pandemics and the consequences thereof</u> 	Clause stands as per RFP
79	47	Part-V, 15.	<p>The contract period will be for a period of 3 (Three) years which may be extended for another one year by the Bank at the same cost. The annual cost quoted by bidder should be valid for another one year after completion of 3 years contract period. However the bank should not be under any obligation to extend the contract period. The Bank reserves the right to terminate the contract at its sole discretion by giving two months" notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.</p>	<p>We suggest revisions as under:</p> <p>Revised position:</p> <p>The contract period will be for a period of 3 (Three) years which may be extended for another one year by the <u>Bank parties mutually at the same revised cost</u>. The <u>annual cost quoted by bidder should be valid for another one year after completion of 3 years contract period. six months and shall be subject to revisions thereafter</u>. However the bank should not be under</p>	Clause stands as per RFP

				any obligation to extend the contract period. The Bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.	
80		Part V- 16	The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.	Completeness of Project, We propose an acceptance criteria in this so that Vendor is able to ensure completion of the scope of work and deliverables.	Clause stands as per RFP
81	48	Part-V, 17.	<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.</p> <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 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 Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and</p>	<p>Vendor cannot accept open ended and broad indemnities for breach of terms and conditions and service level agreements. We propose exceptions for indemnity for infringement of intellectual property rights and a process for indemnification.</p> <p>We propose revising this clause as under: Revised position:</p> <p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all <u>third party</u> losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of</p>	Clause stands as per RFP

		<p>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 Vendor shall continue to be liable under the indemnities.</p> <p>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>intellectual property rights <u>third party claim for infringement of intellectual property rights</u>. The bidder shall not be liable to indemnify the Bank in the event any such claim arises due to the specifications provided by the Bank which are incorporated in the deliverables, the unlawful use of deliverables by the Bank and/or a combination of the deliverables with any material not provided or approved by the bidder.</p> <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 breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed. The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all <u>third party</u> 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 <u>gross</u> negligence or <u>wilful</u> failure to fulfil obligations by the</p>
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				<p>selected bidder or its employees/personnel <u>resulting in tangible property damage.</u></p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>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><u>Save as expressly provided otherwise elsewhere in this document, in respect of each indemnity in this document under which a claim is brought by a third party against Bank, Bank agrees to:</u></p> <p><u>a) notify the vendor promptly upon becoming aware (and in any event within ten (10) days of any claim;</u></p> <p><u>b) make no admissions or statements without the vendor's consent;</u></p> <p><u>reserve for the vendor the right if it chooses to take exclusive control of the litigation and to conduct/settle litigation and negotiations as the</u></p>	
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				<p>vendor sees fit (subject to keeping UCO Bank reasonably informed);</p> <p>give the vendor such assistance as may be reasonably required;</p> <p>a) preserve and not waive legal, professional or any other privilege attaching to any of the records, documents, or other information in relation to such claim without the prior consent of the vendor; and</p> <p>b) not enter into any binding agreement or arrangement to settle such claim without the prior written consent of the vendor.</p> <p>take all steps to mitigate the costs or loss which it may suffer with this document including in relation to any losses, costs, damages and expenses covered by indemnity.</p>	
82		Part V- 20		<p>Resolution of Disputes, We propose to add the following verbiage at the end of the clause;</p> <p><u>Provided that the Bank shall not invoke the Performance Bank Guarantee unless the Arbitration process under this clause has concluded.</u></p>	Clause stands as per RFP

83	50	Part V- 21	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions</p> <p>Revised Position:</p> <p><u>Subject to clause 22 below,</u> the Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions....</p> <p>यूको बैंक UCO BANK</p> <p>In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.</p> <p><u>In the event of termination of the Agreement as per the terms of this Agreement, Bank shall pay Vendor all Fees and expenses including reasonable</u></p>	<p>Clause stands as per RFP</p>
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				<u>stranded costs for any and all Services provided by the Vendor till the date of termination of the Agreement and any reasonable costs necessarily incurred by the Vendor and attributable to the early termination of the Agreement together with any termination fee specified in the applicable Agreement.</u>	
84	51	Part-V, 22.	<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> <p>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.</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) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the</p>	<p>We propose that the termination rights be available to both the parties. Hence we are revising the clause as under and adding the consequences of termination:</p> <p>Revised position:</p> <p>UCO BANK <u>Either party, as the case may be,</u> 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 <u>the other party</u> under the following circumstances: -</p> <p>a) The selected bidder <u>other party</u> commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the</p>	Clause stands as per RFP

		<p>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 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</p>	<p>selected Bidder, <u>and such breach remains uncured for a period of thirty (30) days from the date the non-breaching party informs the breaching party.</u></p> <p>b) The selected bidder<u>other party</u> goes into liquidation, voluntarily or otherwise.</p> <p>c) The selected bidder<u>other party</u> violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.</p> <p>d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.</p> <p>f</p> <p><u>e) Deductions on account of liquidated damages exceed more than 10% of the total work order.</u></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, <u>provided that the bidder shall not be liable for the acts and omissions of</u></p>	
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			<p>above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.</p> <p>such alternate sources and such sources are appointed only in case of critical service failures committed by the 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, <u>provided that the Bidder shall not be liable for the acts and omissions of such other party and such sources are appointed only in case of critical service failures committed by the bidder.</u> This clause is applicable, if the contract is cancelled for any reason, whatsoever.</p> <p>i) UCO BANK reserves the right to 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</p>	
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				<p>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> <p><u>In case of termination of this Agreement by the Bank, the Bank shall pay the bidder all fees and expenses for any and all services provided by the bidder till the date of termination of the Agreement and/or applicable order and any reasonable costs necessarily incurred by the bidder and attributable to the early termination of the order together with any termination fee specified in the applicable order.</u></p>	
85	52	Part-V, 23.	<p>The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience after a notice period of 60 days. 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>Termination for Convenience, We recommend deletion of this clause.</p>	Clause stands as per RFP

86	52	Part-V, 25.	<p>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.</p>	<p>The termination for default should be only after an opportunity for cure has been given to the Bidder, we propose modifying the clause as under: <u>Revised position:</u></p> <p>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidderThe Bank, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract, <u>if such obligations remain unperformed within thirty (30) days of the Bank informing the bidder of such non-performance.</u></p>	Clause stands as per RFP
87	53	Part-V, 26.	<p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the</p>	<p>We propose revising the clause as under:</p> <p><u>Revised position:</u></p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the</p>	Clause stands as per RFP

			<p>term/earlier termination hereof.</p> <p>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.</p>	<p>successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof, <u>provided that the bidder is paid for any such assistance and/or training as the case may be.</u></p> <p>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise, <u>provided that UCO Bank shall invoke the Performance Bond, only after it has exhausted the dispute resolution modes available to it under this Agreement.</u></p>	
88	55	Part-V, 31.	<p>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</p>	<p>We propose revising this clause as under:</p> <p><u>Revised position:</u></p> <p>The selected bidder shall undertake to observe,</p>	Clause stands as per RFP

		<p>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 obligations arising there from.</p> <p>This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities. 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</p>	<p>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 willful omission on its part to do so and against all third party claims or demands of liability and all consequences that may occur or arise for any willful default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to the limitation of liability agreed under this Agreement-court awarded damages and shall exclude indirect, consequential and</p>	
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			<p>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 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</p>	<p>incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities. 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 willful omission on its part to do so and against all third party 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</p>	
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			<p>its part to conform or comply with the above and all 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.</p>	<p>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 <u>willful</u> 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 <u>third party</u> 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 obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.</p>	
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				<p><u>Save as expressly provided otherwise elsewhere in this document, in respect of each indemnity in this document under which a claim is brought by a third party against UCO Bank, UCO Bank agrees to:</u></p> <p><u>a) notify the vendor promptly upon becoming aware (and in any event within ten (10) days of any claim);</u></p> <p><u>b) make no admissions or statements without the vendor's consent;</u></p> <p><u>c) reserve for the vendor the right if it chooses to take exclusive control of the litigation and to conduct/settle litigation and negotiations as the vendor sees fit (subject to keeping UCO Bank reasonably informed);</u></p> <p><u>d) give the vendor such assistance as may be reasonably required;</u></p> <p><u>e) preserve and not waive legal, professional or any other privilege attaching to any of the records, documents, or other information in relation to such claim without the prior consent of the vendor; and</u></p> <p><u>f) not enter into any binding agreement or arrangement to settle such claim without the prior</u></p>	
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				<u>written consent of the vendor.</u> <u>e)g) take all steps to mitigate the costs or loss which it may suffer with this agreement including in relation to any losses, costs, damages and expenses covered by indemnity.</u>	
89	56	Part-V, 32.	<p>UCO BANK reserves the right to cancel the order placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances: -</p> <p>d. Breach of any of the terms and conditions of the Purchase Order by the selected bidder</p> <p>e. If the selected bidder goes into liquidation voluntarily or otherwise</p> <p>f. The selected bidder commits a breach of any of the terms and conditions of the bid.</p> <p>g. The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.</p> <p>k. 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 any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good additional expenditure, which UCO Bank may have to incur in executing the balance contract. This clause</p>	<p>We propose that Bank should cancel the order only on material grounds and that too after a prior written notice of thirty days is given to the vendor.</p> <p><u>Revised position:</u></p> <p>We propose revising the clause as under:</p> <p>UCO BANK reserves the right to cancel the order placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances: -</p> <p>d. Breach of any of the terms and conditions of the Purchase Order by the selected bidder</p> <p>e. If the selected bidder goes into liquidation voluntarily or otherwise</p> <p>f. The selected bidder commits a <u>material</u> breach of any of the terms and conditions of the bid.</p> <p>g. The progress regarding execution of the order accepted, made, and such</p>	Clause stands as per RFP

			<p>is applicable, if for any reason, the contract is cancelled.</p> <p>l. UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.</p> <p>m. In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.</p>	<p><u>breach remains uncured by the bidder for a period of thirty (30) days from the date of being informed by the selected bidder is found to be unsatisfactory, UCO Bank.</u></p> <p>k. 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 any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good additional expenditure, which UCO Bank may have to incur in executing the balance contract. <u>however, the bidder shall not be liable for the acts and omissions of such alternate bidder.</u> This clause is applicable, if for any reason, the contract is cancelled.</p> <p>l. UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.</p>	
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				<p>m. In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder, <u>provided that such Performance Guarantee shall be invoked only after UCO Bank has exhausted the dispute resolution mechanism available to UCO Bank under this Agreement.</u></p>	
90	57	Part-V, 33.	<p>1. 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.</p> <p>2. 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>3. 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</p>	<p>Indemnity</p> <p>We observe that the terms of this clause are identical to indemnity obligation under clause 17, kindly elaborate the rationale for seeking similar indemnities under different clauses. We propose deletion of this clause.</p>	Clause stands as per RFP

			<p>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>4. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p>		
91	60	Part-V, 39.	<p>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</p> <p>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 RFP.</p> <p>Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p>	<p>We propose that the limitation of liability should be total payments received by bidder during a period of six months preceding the act or omission. Further we observe that Bidder is liable for indirect and consequential damages under the contract, please note as per the Indian Contracts Act, 1872 , a party to a contract cannot be liable for indirect and consequential damages hence we propose deletion of the verbiage.</p> <p><u>Revised position:</u> We propose revising this clause as under:</p> <p>Bidder's <u>maximum</u> aggregate liability under the contract shall be limited to <u>a maximum the amount equal to the total payments actually received by the bidder</u> (excluding</p>	Clause stands as per RFP

				<p>reimbursement of the expenses and/or other taxes under this contract value during the period of six (6) months preceding the act or omission for which bidder is liable, and, if such liability relates to a particular Order, such liability shall be limited to the amount actually received by the Bidder under the particular Order to which the claim(s) relate(s) during the period of six (6) months preceding the act or omission for which bidder is liable. This limit shall not apply to third party claims for</p> <p>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 RFP.</p> <p>Bidder shall <u>not</u> be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p>	
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92	NA	New Clause to be Added	<p>Non-Solicitation We propose adding a clause as under:</p> <p><u>During the term of this contract and for a period of one (1) year following its termination, neither party shall, knowingly, directly or indirectly solicit for employment, hire or utilize as an independent contractor any of the other party's personnel who have been directly involved in the performance of such party's obligations under this contract, without the prior written consent of the other party. This clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other party's employees.</u></p>	Query is not admissible
93	NA	New Clause to be Added	<p>Warranty Disclaimer: We propose adding a new clause as under:</p> <p><u>EXCEPT AS OTHERWISE STATED IN THIS CLAUSE, BIDDER MAKES NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR</u></p>	Query is not admissible

				<u>PURPOSE OR USE, OR WARRANTIES OF ANY PRODUCTS OR SERVICES, OR THE APPROPRIATENESS OF BANK OR THIRD-PARTY SPECIFICATIONS. IN ADDITION, BIDDER EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO DESIGN OR LATENT DEFECTS, SECURITY OF DATA, OR COMPLIANCE WITH LAWS, REGULATIONS, OR OTHER OFFICIAL GOVERNMENT RELEASES APPLICABLE TO BANK, WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE BANK.</u>	
94	70	Annexure VI	c) 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.	Undertaking for non-blacklisting / non-debarment of the bidder Request you to please confirm what will be the status of deviations taken by Bidder in the legal clauses. Does the Bidder has to enumerate the deviations in this Undertaking?	Clause stands as per RFP
95	75	Annexure XI	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. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent	Undertaking for no deviation Please confirm when is the undertaking required to be submitted. When will the Bank intimate the Bidders if any suggestions made in this Pre-Bid Queries are accepted by the Bank.	Clause stands as per RFP

			deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.		
96	87	Annexure-XV, 9 (a)	The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.	<p>Arbitration</p> <p>We propose deletion of this clause for dispute resolution as accepting arbitration as a mode of dispute resolution at an NDA stage is an onerous obligation and an expensive mechanism.</p> <p>Disputes, if any, can be resolved by the courts as provided in the Annexure. Further the Services Agreement contains a detailed clause for Arbitration.</p>	Clause stands as per RFP
97	88	Annexure-XV, 9 (d)	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	<p>Indemnification</p> <p>We propose deletion of this clause since acceptance of an obligation to indemnify the Bank at an NDA stage is onerous for Capgemini to accept. The Agreement relating to services already contains detailed clauses</p>	Clause stands as per RFP

			part of the subject matter of this Agreement.	relating to indemnification	
98	86	Annexure XV 8	<p>Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within.....days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.</p>	<p>Breach</p> <p>We propose that this Non-disclosure obligations in the agreement be made mutual so that similar obligations should be applicable to the Bank in the event Receiving Party has shared any confidential information with the Disclosing Party. We propose to make it mutual and add the clause as under</p> <p>To include below position to the clause:</p> <p><u>Receiving Party's obligations under this clause shall apply to the Disclosing Party mutatis mutandis with regards to any confidential information disclosed by Receiving Party to the Disclosing Party.</u></p>	Clause stands as per RFP
99	88	Annexure XV-10	<p>This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of the last disclosure of Confidential</p>	<p>Term</p> <p>The term of this NDA is not clear.</p> <p>We propose to revise the clause as under</p> <p>Revised position:</p>	Clause stands as per RFP

			Information made under this Agreement or till the period further extended by the Bank.	<u>This Agreement shall remain valid for a period of one (1) year.</u> This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of <u>expiry or termination of this Agreement</u> the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.	
100	92	Annexure XVII		<p>Compliance sheet declaration</p> <p>Please confirm as to at what stage of Bid submission this compliance sheet has to be submitted.</p>	Annexure XVII is to be submitted alongwith bid document
101	98	Annexure XXI		<p>Performa for Deed of Indemnity</p> <p>We understand that Deed of Indemnity is also to be furnished in form of a Bank Guarantee at the time of execution of Service level Agreement, kindly confirm,</p> <p>Kindly clarify the following queries relating to the Deed of Indemnity:</p>	Clause stands as per RFP

				- What shall be the value of the Deed of Indemnity? What is the validity period for the Deed of Indemnity?	
102			Additional Clause	Additional Clause Kindly share the proforma for the Service Level Agreement for our perusal and review	Service Level Agreement is post Tendering Activity. It will be shared with selected bidder only.
103	8 & 90	3	Eligibility Criteria / Annexure XVI The Bidder should have a minimum annual turnover of Rs. 50 Crores per year from the consultancy service business during the last three financial years (2016-17, 2017-18 & 2018-19).	Capgemini provide lots of services in India and the Annual Financial Balance Sheet is the overall view of accounts of the company. We request bank to ask for the consolidate Turnover of the company	Clause stands as per RFP
104	8 & 90	3	Eligibility Criteria / Annexure XVI The bidder should have prior experience in performing end to end IT consultancy services in any two Scheduled Commercial Banks/RBI/NPCI/MoF/MeITY/GIC/LIC.	UCO BANK We understand that RRB's credentials will also be consider for this clause	It is to be clarified that Regional Rural Banks are also in the list of Scheduled Commercial Bank. The credentials of RRB's is permissible.
105	11	4	Earnest Money Deposit In case of the successful bidder, if the bidder fails: <input type="checkbox"/> To sign the contract in the form and manner to the satisfaction of UCO BANK. <input type="checkbox"/> To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).	Bank has used the word satisfaction which is very board. We request bank to change the clause as below In case of the successful bidder, if the bidder fails: <input type="checkbox"/> To sign the contract as per the terms and conditions of the RFP in the form and manner to the satisfaction of UCO BANK.	Clause stands as per RFP

				<input type="checkbox"/> To furnish Performance Bank Guarantee as per the terms and conditions of the RFP in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).	
106	13	11	<p>Issue Of Corrigendum</p> <p>At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.</p>	<p>We request bank to provide minimum 2 weeks of time to incorporate the changes mentioned in the corrigendum to the Bid response document</p>	<p>It is to be clarified that necessary time will be provided as per guidelines.</p>
107	14	17	<p>Cancellation Of Tender Process:</p> <p>b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.</p>	<p>Since this is only a Paper based consultancy and bidder is not going to provide any Hardware or Software even no implementation will be done by the bidder so we request bank to remove the clause</p>	<p>Clause stands as per RFP</p>
108	15	23	<p>Other Terms And Conditions</p> <p>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.</p>	<p>Since bidder is not going to procure/implement/install any licenses for bank under this RFP so we request bank to delete the clause</p>	<p>Clause stands as per RFP</p>

109	17	30	<p>Clarifications On And Amendments To RFP Document</p> <p>Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days" time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.</p>	<p>We request bank to provide minimum 2 weeks of time to incorporate the changes mentioned in the corrigendum to the Bid response document</p>	<p>It is to be clarified that necessary time will be provided as per guidelines.</p>
110	19	33	<p>Submission Of Offer Three Bid System</p> <p>All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.</p>	<p>Since all the credentials and other letters like Purchase orders are in PDF and issued by separate client so it not possible to number them as mentioned</p>	<p>Clause stands as per RFP</p>
111	20	34	<p>Adoption Of Integrity Pact</p> <p>UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the</p>	<p>As per Section 33 Submission of Offer Three bid system the IP needs to be submit with Eligibility bid however as per the this clause it has to be submit with technical bid. Please confirm</p>	<p>Clause stands as per RFP</p>

			preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected.		
112	24	2	<p>PART-III Bid Opening & Evaluation Criteria (Technical Evaluation):</p> <p>1.Should have prior experience in performing consultancy services in any of the three consultancy areas:</p> <p>i) IT strategy formulation, ii)IT Road map preparation, adapting of new technologies in Bank. iii)Revamping of Alternate Delivery Channels. iv) Customer Relationship Management. v) Migration of CBS Application vi) Amalgamation of PSBs.</p> <p>2Should have prior experience in project management for Implementation of and providing Consultancy services in at least 2 consultancy areas</p> <p>i)Implementation & Migration of Finacle 10. ii) Internet banking iii)Network Security Architecture iv) RFP preparation, v) Vendor evaluation, contract signing, project implementation, project governance etc.</p> <p>Marking Cretria □ 15 marks- if the criteria are met</p>	<p>1) As per the Criteria mentioned that bidder needs to meet the criteria for 4 banks to get full marks so we request bank to modify the marking criteria for 3 banks instead of 4 banks as below</p> <p>□ 15 marks- if the criteria are met for 3 or more Banks / Govt. Financial Institutions in India □ 10 marks - if the criteria is met for 2 Banks / Govt. Financial Institutions in India □ 5 marks - if the criteria is met for 1 Banks / Govt. Financial Institutions in India</p> <p>2) As in the marking Criteria it is mentioned that criteria need to be meet for Banks / Govt Financial Institution of India, we understand that Government Insurance Companies and RRB's of India will also be qualified for the same</p> <p>3) We assume that ongoing and completed projects will be considered.</p>	Kindly refer SI No 7 & 8

			<p>for 4 or more Banks / Govt. Financial Institutions in India</p> <p>□ 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India</p> <p>□ 5 marks - if the criteria is met for 2 Banks / Govt. Financial Institutions in India</p>		
113	25	2	<p>PART-III Bid Opening & Evaluation Criteria (Technical Evaluation)</p> <p>Should have prior experience in project management of implementation of and providing Consultancy services in</p> <p>i) Building of Data Centre or shifting of Data Centre,</p> <p>ii) Disaster Recovery, or evaluating Collated DC facilities based on the Banks requirement.</p> <p>iii) Business Continuity Plan.</p> <p>iv) RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.</p> <p><u>Marking Criteria</u></p> <p>□ 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India</p> <p>□ 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India</p> <p>□ 5 marks - if the criteria is met for 2 Banks / Govt. Financial Institutions in India</p>	<p>1) As per the other 2 criteria when bank has given option by stating that any 3 or 2 areas from the list mentioned we request bank to have the same option in this criteria also as below</p> <p>Should have prior experience in project management of implementation of and providing Consultancy services in any of the two consultancy areas mentioned below</p> <p>i) Building of Data Centre or shifting of Data Centre,</p> <p>ii) Disaster Recovery, or evaluating Collated DC facilities based on the Banks requirement.</p> <p>iii) Business Continuity Plan.</p> <p>iv) RFP preparation, vendor evaluation, contract signing, project implementation, project governance etc.</p> <p>2) As per the Criteria mentioned that bidder needs to meet the criteria for 4 banks to get full marks</p>	Kindly refer SI No 7 & 8

				<p>so we request bank to modify the marking criteria for 3 banks instead of 4 banks as below</p> <p>□ 15 marks- if the criteria are met for 3 or more Banks / Govt. Financial Institutions in India</p> <p>□ 10 marks - if the criteria is met for 2 Banks / Govt. Financial Institutions in India</p> <p>□ 5 marks - if the criteria is met for 1 Banks / Govt. Financial Institutions in India</p> <p>3) As in the marking Criteria it is mentioned that criteria needs to be meet for Banks / Govt Financial Institution of India, we understand that Government Insurance Companies and RRB's of India will also be qualified for the same</p> <p>4) We assume that ongoing and completed projects will be considered.</p>	
114	25	2	<p>PART-III Bid Opening & Evaluation Criteria (Technical Evaluation)</p> <p>Should have prior experience in project management of implementation of and providing Consultancy services in</p> <p>i) Business Process Re-engineering including ADC operation.</p> <p>ii) New channel adaption.</p> <p>iii) RFP Preparation.</p> <p>iv) Vendor evaluation</p>	<p>1) As per the other 2 criteria when bank has given option by stating that any 3 or 2 areas from the list mentioned we request bank to have the same option in this criteria also as below</p> <p>Should have prior experience in project management of implementation of and</p>	Kindly refer SI No 7 & 8

		<p>v) Contract signing, vi) Project implementation, vii) Project governance viii) Artificial Intelligence ix) Data Warehouse, x) On-boarding of Fintech companies.</p> <p>Marking Criteria</p> <p><input type="checkbox"/> 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India <input type="checkbox"/> 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India <input type="checkbox"/> 5 marks - if the criteria is met for 2 Bank / Govt. Financial Institutions in India.</p>	<p>providing Consultancy services in any of the Six consultancy areas mentioned below i) Business Process Re-engineering including ADC operation. ii) New channel adaption. iii) RFP Preparation. iv) Vendor evaluation v) Contract signing, vi) Project implementation, vii) Project governance viii) Artificial Intelligence ix) Data Warehouse, x) On-boarding of Fintech companies.</p> <p>2) As per the Criteria mentioned that bidder needs to meet the criteria for 4 banks to get full marks so we request bank to modify the marking criteria for 3 banks instead of 4 banks as below</p> <p><input type="checkbox"/> 15 marks- if the criteria are met for 3 or more Banks / Govt. Financial Institutions in India <input type="checkbox"/> 10 marks - if the criteria is met for 2 Banks / Govt. Financial Institutions in India <input type="checkbox"/> 5 marks - if the criteria is met for 1 Banks / Govt. Financial Institutions in India</p> <p>3) As in the marking Criteria it is mentioned that criteria needs to be meet for Banks</p>	
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				<p>/ Govt Financial Institution of India, we understand that Government Insurance Companies and RRB's of India will also be qualified for the same.</p> <p>4) We assume that ongoing and completed projects will be considered.</p>	
115	26	2	<p>PART-III Bid Opening & Evaluation Criteria (Technical Evaluation)</p> <p>ITIL/PIM :- if 5 people meets the creteria</p> <p>CCMI/CCNP :- if 3 people meet the creteria</p> <p>OCP :- if 2 people meet the creteria</p>	<p>We request bank to modify the clause as below</p> <p>ITIL/PIM :- if 1 people meets the criteria</p> <p>CCMI/CCNP :- if 1 people meet the criteria</p> <p>OCP / any other Database certification :- if 2 people meet the criteria</p>	Clause stands as per RFP
116	26	2	<p>PART-III Bid Opening & Evaluation Criteria (Technical Evaluation)</p> <p>If either of Engagement Manager/Overall Person responsible is having qualification : CISA/CISSP/CISM</p> <p>Marking Creteria</p> <p><input type="checkbox"/> 1 Marks - if more than 4 personnel meet the criteria</p>	<p>If either of Engagement Manager/Overall Person responsible is having qualification : CISA/CISSP/CISM</p> <p>Marking Criteria</p> <p><input type="checkbox"/> 1 Marks - if 1 personnel meet the criteria</p>	Clause stands as per RFP
117	31		<p>PART-IV: Scope of Work</p> <p>The Broad Scope of work to be undertaken by the selected bidder is as detailed below. However, please note that the scope is not limited to below mentioned areas and Bank may assign future projects wherever</p>	<p>Bidder will be ok to take future project in the bank, as this is a fixed price bid so we request bank that the future project should be on CR basis</p>	<p>The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.</p>

			bank feels required.		
118	31		<p>PART-IV: Scope of Work</p> <ul style="list-style-type: none"> <input type="checkbox"/> Draft new Master Agreement for implementation after expiry of Current Master Agreement with existing System Integrator <input type="checkbox"/> Document and list the contractual obligations and deliverables of the Vendor as part of the new Master Agreement <input type="checkbox"/> Seek inputs from the Bank on the deliverables and obligations expected from the Vendor <input type="checkbox"/> Determine and include financial penalty in Master Agreement for SLA Default on contractual obligations and Deliverables <input type="checkbox"/> Assisting the Bank in Drafting & finalization of Project Management Plan/ Strategy for various projects in co-ordination with vendors involved during the contract period. <input type="checkbox"/> Assisting the Bank in implementation & monitoring of various ongoing & incoming projects during the contract period. 	Please confirm the number and name of the Project for which bidder needs to perform all these activities	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
119	32		<p>PART-IV: Scope of Work</p> <p>Providing Assistance to the Bank on all Information Technology related Aspects</p>	Please confirm the number and name of the Project for which bidder needs to perform all these activities	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
120	33		<p>PART-IV: Scope of Work</p> <p>Provide Assistance in Vendor Evaluation and Selection for IT related Products, Services and</p>	Please confirm if bidder needs to perform the activities for below mentioned project only	Clause is self explanatory

			Projects	a. Integrated Asset Liability Management b. Integrated MIS System c. Data Warehouse d. Human Resources Management System e. Document Management System If not, please specify the number and name of the Projects for which these activities needs to be carry out	
121	33		PART-IV: Scope of Work: Testing Services	Please confirm the number and name of the projects for which Project Management of testing, benchmarking, User Acceptance testing needs to be done	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
122	35		PART-IV: Scope of Work Conducting & assisting in Forensic Audit.	Bidder understand that only Project Management of Forensic Audit needs to be done	Clause is self explanatory
123	35		PART-IV: Scope of Work Provide Project Management Assistance for Implementation of IT Projects	Please confirm the number and name of the Project for which bidder needs to perform all these activities	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
124	36		PART-IV: Scope of Work Provide assistance to the Bank on IT Transformation within the bank	Please confirm the activities under this heading if only limited to CBS system and if not please list the system for which this needs to be done	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.

125	38		PART-IV: Scope of Work Provide assistance to the Bank to define and implement an effective IT governance framework	Please confirm is the activities mentioned under this heading is only for the IT Security Policy and Framework. If any other Department also needs to be included please provide the details of the same	Clause is self explanatory
126	39		PART-IV: Scope of Work Assist the Bank in implementation of various certifications & framework viz. ISO 27001/27002 for critical IT sites viz: Bangalore Data Centre, Kolkata Data Centre and DIT Kolkata	Please list down the activities which bank is looking bidder to do for achieving the ISO certification	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
127	39		PART-IV: Scope of Work Consultancy services for the implementation of large projects such as Finacle 10 migration/ Internet /Fraud Risk Management (FRM) Project /Revamping of Banks network etc.	Please let us know for how long the bank looking for the consultancy services of these project. Please define the number of projects and this is a fixed price bid and pricing needs to be done as per the number of projects and the resource deployment	The detail scope will be shared with selected consultant on need basis at the time of requirement. Mandays will be finalized on mutual discussion.
128	40	2	Part V :- Compliance with all Applicable Laws (Proof of compliance and labour license needs to be submitted along with the quotation).	Please let us know what proof is required here, will a self declaration on Bidder letter head signed by the authorized signatory will be ok to submit as per the Annexure VIII	Kindly refer Annexure XVIII
129	41	4	Part V :- Single Point Of Contact The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution during contract period after the	This is a Consultancy RFP where bidder is not going to provide/ install/procure /maintain any hardware or software, so we request bank to delete the clause	Clause stands as per RFP

			acceptance of the hardware and software. In case of any failure of Hardware or any other components of the solution during the warranty period then the Bidder shall replace such components immediately.		
130	43	7	<p>Award Of Contract</p> <p>The contract shall be awarded to and the order shall be placed with selected L1 Bidder based on the price quoted by the bidder in Annexure-XIX. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.</p>	<p>A mentioned in the Part 2 of the RFP Technical Evaluation that the contract will be awarded on the basis of Technical and Commercial Score, but in this section it is mentioned that the contract will be awarded only on the basis of commercial. Please clarify</p>	<p>Modified clause may be read as:</p> <p>The contract shall be awarded to and the order shall be placed with selected H1 Bidder based on the total combined score in evaluation of quality and cost quoted by the bidder. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.</p>
131	44	8	<p>Terms of Payment</p> <p>The Consultant's fees will be paid at the end of every quarter for the services rendered as per the rates which are described in the Commercial Proposal (Annexure XIX) and finally agreed between</p>	<p>As Bidder needs to submit the Efforts and timelines on Project to Project Basis and there can be some Project which will have less Man efforts and will get over before Quarter. We request Bank to allow the bidder to</p>	<p>Clause is self explanatory</p>

			Bank and Consultant on a project to project basis. For any work/assignment, the consultant will submit to the Bank the estimation of total efforts & fees applying the agreed per Man Day rates for Team Members & Senior Resource. The cap for total fee for any work/assignment will be the total fee at agreed Average Resource Cost per Man-day for the total number of Man Day efforts required. Estimate submitted by the Consultant for each work/assignment will be reviewed & approved by the Competent Authority in the Bank before awarding the work/assignment.	submit payment terms also while submitting the efforts and timelines on Project to Project basis. Please explain the formula of Cap on Total fee for any work / assignment as it is not very clear	
132	44	9	<p>Paying Authority</p> <p>The payment will be made by UCO Bank, Head Office-2, DIT. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.</p> <p>However, Payment of the Bills would be released, on receipt of advice /confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.</p>	<p>The work satisfaction is a very board term, we request bank to change the same as below</p> <p>The payment will be made by UCO Bank, Head Office-2, DIT. However, all the payments shall be subject to the performance / delivery of the Services as per the terms and conditions of the RFP.</p> <p>However, Payment of the Bills would be released, on receipt of advice /confirmation on the deliverables as agreed between bank and vendor during efforts finalization after deducting all</p>	Clause stands as per RFP

				penalties.	
133	44	10	<p>Cancellation Of Order & Realization Of Penalty/Compensation</p> <p>1) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process</p> <p>2) The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>3) 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>4) 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>1) As this is a consultancy RFP and bidder is not going to provide / install/ procure any hardware and software so we request bank to delete the clause</p> <p>2) The word satisfaction is very work so we request bank to change the same as "The progress regarding execution of the order accepted made by the vendor not as per the terms and conditions of RFP"</p> <p>3) As this is a consultancy RFP and bidder is not going to provide / install/ procure any hardware and software so we request bank to delete the clause</p> <p>4) We request bank not to link one assignment with other as under this contract bank is going to give separate separate assignment as and when bank want. so we request to recover the outstanding from the same assignment</p>	Clause stands as per RFP
134	45	13	<p>Compliance With Laws</p> <p>Any regulatory changes which are necessitated in the services offered due to changes in the law</p>	<p>This is a Consultancy RFP where bidder is not going to provide/ install/procure /maintain any hardware or software, so we request</p>	Clause stands as per RFP

			<p>or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, UIDAI other regulatory authorities or due to industry level changes including cassette swap system to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.</p> <p>The selected bidder and its sub-contractors should adhere to RBI guidelines related to the mentioned Scope of Work as issued from time to time. An undertaking in the company letterhead of the selected bidder has to be submitted in this regard mentioning network, fleet-size of GPS enabled vans of the CRA, Balance Sheet of the bidder / its sub-contractor (responsible for cash management activity).</p>	<p>bank to delete the clause. Also the cassette swap , Fleet size, GPS enabled Van system is related to ATM and BNA machine which is not applicable to this RFP</p>	
135	45	13	<p>Compliance With Laws</p> <p>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</p>	<p>The work satisfaction is a very board term, we request bank to change the same as below</p> <p>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</p>	Clause stands as per RFP

			Agreement by giving not less than one month notice in writing.	Bank and the service provides not as per the terms and conditions of the RFP, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.	
136	47	16	<p>Completeness Of The Project</p> <p>The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved</p>	<p>As mentioned in Section payment terms that Bank will give assignment to bidder as and when required and the efforts and scope will be finalized during that time so request bank to change the clause as below</p> <p>The project will be deemed as incomplete if the desired objectives of the project as mentioned during the efforts and scope finalization is not achieved.</p>	Clause stands as per RFP
137	50	21	<p>Exit Option And Contract Re Negotiation</p> <p>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 obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.</p>	<p>As this is consultancy project and bidder is not going to provide any software and hardware to bank so we request to delete the clause</p>	Clause stands as per RFP

138	51	21	<p>Exit Option And Contract Re Negotiation</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.</p> <p>The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.</p> <p>Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.</p>	<p>As this is consultancy project and bidder is not going to provide/ install/procure/implement any software and hardware to bank so we request to delete the clause as there would not be any reverse transition</p>	Clause stands as per RFP
139	52	22	<p>Termination</p> <p>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</p>	<p>We request bank to delete the clause</p>	Clause stands as per RFP

			sources at the risk, cost and responsibility of the selected bidder.		
140	52	22	<p>Termination</p> <p>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>1) The work satisfactorily is a broad terms so we request bank to change the same as "as per the RFP terms and conditions"</p> <p>2) Bank has all the rights to go for other vendor but we request bank to delete the clause where bidder needs to make good the additional expenses because of the following reason</p> <p>a) Bank is already invoking the PBG submitted by the bidder</p> <p>b) Bank has already deducted penalties 1% per week delay</p> <p>3) The additional expenses is without any cap</p>	Clause stands as per RFP
141	52	22	<p>Termination</p> <p>UCO BANK reserves the right to 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>	Since as per the payment terms the scope and efforts will be decided between bank and vendor for each and every assignment separately, so we recommend that please do not link all the assignment as recovery needs to be done only from that assignment for which it pertains too	Clause stands as per RFP
142	52		<p>Termination For Convenience</p> <p>The Bank, by written notice sent to the vendor, may terminate the</p>	Since this is termination for convenience, bank to confirm if all the outstanding for all the services provided	Clause stands as per RFP

		23	Contract, in whole or in part, at any time for its convenience after a notice period of 60 days. 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.	till the project end date will be paid by the bank	
143	52	25	<p>Termination For Default</p> <p>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.</p>	We request bank to give at least 30 days notice period to make good of the breach, incase if the same is not resolved then with a written notice of 30 days Bank can terminate the contract.	Clause stands as per RFP
144	52	26	<p>Consequences Of Termination</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the</p>	<p>UCO BANK</p> <p>This is a consultancy project and within the scope of the project bidder is not going to implement or maintain any hardware and software, so we request bank to delete the Reverse Transition</p>	Clause stands as per RFP


			term/earlier termination hereof.		
145	56	32	<p>Order Cancellation</p> <p>1) The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.</p> <p>2) In case of cancellation of order, any payments made by the Bank 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>3) 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 any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good additional expenditure, which UCO Bank may have to incur in executing the balance contract. This clause</p>	<p>1) The word satisfactory is very broad so we request bank to change the clause as "The progress regarding execution of the order accepted, made by the selected bidder is found not as per the terms and conditions of the RFP".</p> <p>2) Payment is been made by the bank to vendor after dully vetting the payment milestone completion. so we request bank to delete this clause.</p> <p>3) Bank has all the rights to go for other vendor but we request bank to delete the clause where bidder needs to make good the additional expenses because of the following reason</p> <p>a) Bank is already invoking the PBG submitted by the bidder</p> <p>b) Bank has already deducted penalties 1% per week delay</p> <p>4) Since as per the payment terms the scope and efforts will be decided between bank and vendor for each and every assignment separately, so we</p>	Clause stands as per RFP


			is applicable, if for any reason, the contract is cancelled. 4) UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.	recommend that please do not link all the assignment as recovery needs to be done only from that assignment for which it pertains too	
146	63	Annexure II	General Details of the Bidder 1) Constitution 2) Name of Bankers	Please explain what needs to be put in this headings	It is to be clarified that bidder has to provide all the information pertaining to Annexure II
147	6	Bid Control Sheet	Bid Control Sheet Last Date and Time for receipt of tender bids :- 15/06/2020 at 4:00 PM Opening of Eligibility and Technical bids :- 15/06/2020 at 4:30 PM	We request bank to please extend the submission date as below Last Date and Time for receipt of tender bids :- 30/06/2020 at 4:00 PM Opening of Eligibility and Technical bids :- 30/06/2020 at 4:30 PM	Kindly refer notice uploaded on the website
148	28	2. Technical Evaluation	Non-compliance of any point in scope of work and technical requirements as per Annexure-A will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened. 2. Technical Evaluation: Presentation-cum-Interview	Request Clarification. Kindly specify Annexure A, as in the RFP document Annexure A is not present.	Modified Clause may be read as: Non-compliance of any point in scope of work and technical requirements as per Annexure-XX will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened. 2. Technical Evaluation: Presentation-cum-Interview

149	63	Annexure II	C. Proposed Service details in brief Details of Experience in implementation of similar services	Can we include the same client reference in Annexure II as provided in clause 5 of the Eligibility criteria	Clause is self explanatory
150	71	Annexure VII	(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE) UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS	Request bank to specify the requisite value of the stamp paper	The Requisite value of Stamp paper is Rs 100.
151	78	Annexure XIV	(To be stamped as per the Stamp Law of the Respective State) PRE CONTRACT INTEGRITY PACT	Request bank to specify the requisite value of the stamp paper	The Requisite value of Stamp paper is Rs 100.
152	84	Annexure XV	NON-DISCLOSURE AGREEMENT	Request clarity on the submission of NDA on the letter head or Stamp paper. If it has to be on stamp paper, please specify the value of the stamp paper	It is to be clarified that NDA is to be submitted on stamp paper of requisite value of Rs 100.

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Amendments, Addendums and Corrigendum's

SI No	RFP Clause No	Original Clause	Modified Clause
1	PART-III Bid Opening & Evaluation Criteria	<p>Should have prior experience in project management of implementation of and providing Consultancy services in</p> <p>i) Building of Data Centre or shifting of Data Centre, ii) Disaster Recovery, or evaluating Collated DC facilities Base on the Bank's requirement.</p> <p>iii) Business Continuity Plan.</p> <p>iv) RFP Preparation, vendor evaluation, contract signing, project implementation, project governance etc.</p> <p align="center"></p>	<p>Modified clause may be read as:</p> <p>Should have prior experience in project management of implementation and providing Consultancy services either in single engagement or across multiple engagements in a particular Bank</p> <p>i) Building of Data Centre or shifting of Data Centre, ii) Disaster Recovery, or evaluating Collated DC facilities Base on the Bank's requirement.</p> <p>iii) Business Continuity Plan.</p> <p>iv) RFP Preparation, vendor evaluation, contract signing, project implementation, project governance etc.</p>
2	PART-III Bid Opening & Evaluation Criteria	<p>4. Should have prior experience in project management of implementation of and providing Consultancy services in</p> <p>i) Business Process Re-engineering including ADC operation.</p> <p>ii) New Channel Adaption</p> <p>iii) RFP Preparation</p> <p>iv) Vendor Revaluation</p> <p>v) Contract Signing</p> <p>vi) Project Implementation</p> <p>vii) Project Governance</p> <p>viii) Artificial Intelligence</p> <p>ix) Data Warehouse</p> <p>x) On-boarding of Fintech companies</p>	<p>Modified clause may be read as:</p> <p>Should have prior experience in project management of implementation and providing Consultancy services in four or more out of ten engagements in particular Bank</p> <p>i) Business Process Re-engineering including ADC operation.</p> <p>ii) New Channel Adaption</p> <p>iii) RFP Preparation</p> <p>iv) Vendor Revaluation</p> <p>v) Contract Signing</p>

		<p>Evaluation Criteria: · 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India</p> <p>· 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India</p> <p>· 5 marks - if the criteria is met for 2 Bank / Govt. Financial Institutions in India.</p>	<p>vi) Project Implementation</p> <p>vii) Project Governance</p> <p>viii) Artificial Intelligence</p> <p>ix) Data Warehouse</p> <p>x) On-boarding of Fintech companies</p> <p>Evaluation Criteria: · 15 marks- if the criteria are met for 4 or more Banks / Govt. Financial Institutions in India</p> <p>· 10 marks - if the criteria is met for 3 Banks / Govt. Financial Institutions in India</p> <p>· 5 marks - if the criteria is met for 2 Bank / Govt. Financial Institutions in India.</p>
3	2. Technical Evaluation	Point No-1,2,3 and 4 of Technical Evaluation	The modified clause may be read as: In technical evaluation, point no 1,2,3, and 4, On going projects will be considered for evaluation purpose.
4	People	<p>If either of Engagement Manager/Overall Person responsible is having qualification: ITIL/PIM</p> <p> UCO BANK</p>	<p>Modified Clause may be read as:</p> <p>If either of Engagement Manager/Overall Person responsible is having qualification: ITIL/PIM/PMP</p>
5	7	<p>Award Of Contract</p> <p>The contract shall be awarded to and the order shall be placed with selected L1 Bidder based on the price quoted by the bidder in Annexure-XIX. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.</p>	<p>Modified clause may be read as:</p> <p>The contract shall be awarded to and the order shall be placed with selected H1 Bidder based on the total combined score in evaluation of quality and cost quoted by the bidder. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected Bidder shall be the date of</p>

			acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
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Revised Scope of Work

The broad scope of work to be undertaken by the selected Consultant is as detailed below. However, please note that the scope is not limited to the areas mentioned below and Bank may assign future projects wherever the Bank has requirements.

▪ **Drafting of new Master Agreement, Terms & Conditions and Deliverables for New projects :**

- ❖ Draft new Master Agreements for implementation after end of validity of Current Master Agreements with the present System Integrator
- ❖ Document and list the contractual obligations and deliverables of the Vendor as part of the new Master Agreement
- ❖ Seek inputs from the Bank on the deliverables and obligations expected from the Vendor
- ❖ Determine and derive financial penalty for Default in SLAs specified in contractual obligations and deliverables to be included in the Master Agreement
- ❖ Assisting the Bank in drafting and finalizing the Project Management Plan/ Strategy for various projects in co-ordination with vendors involved during the contract period.
- ❖ Assisting the Bank in implementing and monitoring various ongoing and new projects during the contract period.

▪ **Define Technology Road Map for the next 3 - 5 years**



- ❖ Review Bank's present technology with that of peers. Identify gaps, if any and assist in defining methodology for bridging those gaps to ensure that the Bank is at par with the peers in the industry.
- ❖ Gain understanding of the IT landscape of the Bank with respect to :
 - i. Application deployment
 - ii. Network and security
 - iii. Other IT infrastructure
 - iv. Introduction of Artificial Intelligence in Banking
 - v. Onboarding & Integration of Fin Tech Companies
 - vi. Bank Brand Building in Social Media
 - vii. Business Process Engineering
 - viii. Business Analytics
- ❖ Perform a business and IT alignment exercise across all divisions and business units of the Bank encompassing:

- i. Business application requirements
 - ii. Role of technology and supporting applications
- ❖ Identify requirements in technology at branches taking into consideration:
 - i. Ease of customer service
 - ii. Higher customer experience
 - iii. Optimal Staff utilization and productivity
 - iv. Efficient reporting mechanism
- ❖ Define the IT strategy of the Bank both for the short term (3 years) and long terms (5 years)
- ❖ Define the investment layout
- ❖ Define the implementation roadmap and milestones
- ❖ Consultancy to achieve ISO 27001 for DC , DR and DIT which shall include preparing all necessary documents for ISO certification and also reviewing the security processes, carry out threat and vulnerability assessment, risk treatment plan, necessary training etc., required for certification.
- **Providing Assistance to the Bank on all Information Technology related Aspects**
 - ❖ Study new industry requirements or trends:
 - a. Conduct study of new regulatory and industry requirements or trends as requested by the Bank on a particular:
 - i. Technology solution
 - ii. Product / service offering
 - b. Prepare a study report detailing:
 - i. The findings of the study
 - ii. Applicability of the technology / product / service to UCO Bank environment
 - iii. SWOT analysis
 - iv. Option evaluations
 - v. Pricing points
 - vi. Models available for deployment (ownership, outsourcing, BOOT, ASP etc.)
 - c. Assist the Bank in finalizing the requirement

- d. Provide opinion / guidance on technology related matters referred by the Bank
- e. Gain understanding of the matter referred by the Bank
- f. Review / understand contractual obligations between the Banks and vendors
- g. Provide an opinion or guidance to the Bank on matters referred. The opinion / guidance note should include the following:
 - i. Use or applicability of the matter to the Bank's overall IT environment
 - ii. Comments on the contractual obligation of the vendors
 - iii. Comparison of some similar players and market trends
 - iv. Technology implications and fitment in the current environment
 - v. Impact on current and future technology environment
 - vi. Cost and other operational implications / impact for the Bank
- h. Participate in meetings and discussions with the vendors along with the Bank personnel
- i. Give point of view or opinion to the Bank's management
- j. Assist the Bank in finalizing and choosing the right solution / option considering the overall implications on the current and future requirements of the Bank
- k. Preparation and review of technology related policy documents / strategy documents in alignment with the Bank's business objectives.
- l. SOC implementation review and security baseline configuration assessment.

▪ **Provide Assistance in Vendor Evaluation and Selection for IT related Products, Services and Projects**

- ❖ Functional and Technical Requirement Specification
 - a. Define the functional and technical requirements / specifications for the technology components / aspects referred to by the Bank
 - b. Discuss the drafted functional and technical specifications with the IT department and obtain sign-off on the same.
- ❖ Define Service Levels
 - a. Identify SLA parameters
 - b. Define & Develop SLA parameters for various components of the IT Infrastructure and services. These would include:
 - i. Uptime of critical systems
 - ii. Maintenance downtime parameters
 - iii. Expected service levels and desired service level parameters.
 - c. Define the method of measuring and evaluating the Service levels

- d. Define escalation matrix and procedures
- e. Discuss the defined service levels and SLA parameters with the bank's management and obtain consensus
- f. Define and derive financial penalty for default of SLA included in contractual obligations and deliverables
- ❖ Assisting the Bank for taking up e-tendering project in order to conduct the procurement process, i.e., Expression of Interest, Contract download, submission of bid document, evaluation of tenders etc., which can be carried out in online process.
- ❖ Assisting the Bank in implementing various new projects as per bank's future plans namely –
 - a. Integrated Asset Liability Management
 - b. Integrated MIS System
 - c. Data Warehouse
 - d. Human Resources Management System
 - e. Document Management System
- ❖ Assisting the Bank in formulation of Request For Proposal (RFP) Document
 - a. The request for proposal document (Tender) to be floated.
 - b. The scope of work to be performed by the vendor for the project
 - c. The terms and conditions of the project
 - d. The payment terms
 - e. Design the evaluation methodology
 - f. A framework for obtaining a comprehensive Price Bid
 - g. A framework for providing the Bill of Material
 - h. A framework for hardware sizing
 - i. Discuss the formulated request for proposal with the bank
- ❖ Assisting the Bank in the process of Vendor Evaluation and Selection in respect of (But not limited to)
 - a. Responding to the pre-bid technical and functional queries of the bidders
 - b. Drafting the EOI document for initial vendor screening
 - c. Defining the minimum eligibility criteria for the bidders
 - d. Conducting the expression of interest evaluation
 - e. Floating the request for proposal to the eligible bidders
 - f. Conducting a detailed technical and functional evaluation of the eligible bidders
 - g. Obtaining product demonstrations and conducting functional product evaluations
 - h. Performing technical Bill of Material normalization

- i. Technical and functional short-listing
- j. Commercial bid evaluation methodology for the technically short-listed vendors
- k. Adhering to relevant Procurement guidelines of CVC
- l. Provide inputs to the bank's legal team for defining the Service Level Agreements

▪ **Testing Services**

- ❖ The consultant during the period of the contract may be from time to time as per the need of the Bank require to perform or project manage the end to end user acceptance testing, hardware and infrastructure acceptance, report and monitor performance benchmarks. The applications for which these tests need to be performed would be mutually agreed by the Bank and consultant from time to time as per the need and requirement of the Bank. As part of the testing services the consultant is expected to:
 - a. Define the test strategy and methodology for :
 - i. User Acceptance testing
 - ii. Performance benchmark
 - iii. Hardware and infrastructure testing
 - iv. Proof of concept
 - b. Define the test case documentation and reporting framework
 - c. Define the test plans and test calendars
 - d. Define / review the test cases
 - e. Perform / Assist the bank in performing user acceptance testing and hardware and infrastructure acceptance testing:
 - i. Define the acceptance test criteria for the IT components / products
 - ii. Agree and sign-off on the acceptance test process
 - iii. Assist for pre and post-delivery inspection of equipments and products being procured
 - iv. Map the equipments supplied by the IT vendor with the Bill of Materials
 - v. Identify part number/ equipment mismatches
 - vi. For the matched equipment, conduct a detailed acceptance testing involving Test plan preparation, Test data / requirements preparation, Conduct testing as per detailed testing methodology
 - vii. Validate individual system configuration in terms of licenses and other parameters e.g. hard disk capacity, RAM, CPU, etc.
 - viii. Document acceptance test results, and identify gaps
 - ix. Prepare a deviation list



- x. Work back with the bank and the IT vendor to ensure that the gaps are fulfilled and prepare reports
- d. Report, manage and monitor the performance benchmark exercise
- e. Project management the entire testing for:
 - i. User Acceptance testing
 - ii. Performance benchmark
 - iii. Hardware and infrastructure testing
- f. Conducting and assisting in Forensic Audit and
- g. Conducting and assisting in Migration Audit

▪ **Provide Project Management Assistance for Implementation of IT Projects**

- ❖ The consultant is expected to provide expert project management resources to hand hold the Bank throughout the entire project management life cycle for technology projects referred by the Bank. As part of the project management exercise the consultant is expected to setup the project management office and framework comprising of :
 - i. Project charter formulation
 - ii. Project risk analysis
 - iii. Assistance in project management and project delivery team identification and resourcing
 - iv. Change management procedures
 - v. Project planning and detailing
 - vi. Project quality management procedures
 - vii. Preparation of the project pert chart
- a. Employ a formal project methodology on all projects undertaken with the level of detail and control scaled appropriately to the magnitude of the project effort and adhere to all project management processes and procedures
- b. Provide assistance to the Bank throughout the entire life cycle of the project implementation by managing and reviewing the following phases of the project:
 - i. Current State assessment
 - ii. Business parameterization
 - iii. Gap analysis and Customisation

- iv. User Acceptance testing
- v. Data migration
- vi. Pilot Rollout
- vii. Source Code Audit
- c. Assist the Bank in closure of issues pending for resolution
- d. Review the resolution provided by the vendor and offer the solutions to the Bank based on the industry best practices.
- e. Review the progress made in the implementation of the project
- f. Track customization and gaps
- g. Monitor closure of gaps and customizations as per delivery schedules
- h. Assist the bank in defining the rollout schedules
- i. Assist the Bank in imparting Training of the work force and conducting Change Management following significant change in Technology
- j. Provide regular updates to Bank's IT Management committee and IT Committee of the Board , if required by the Bank
- k. Participate in all technical and functional discussions relating to the projects

▪ **Provide assistance to the Bank on IT Transformation within the bank**

- ❖ The Bank has completed the core banking implementation at the domestic branches and covered 100% domestic business on the Core Banking platform. The bank followed prudent and innovative approaches as it embarked on the challenge of core banking solution implementation at various branches along with innovating with varied delivery channels to deliver efficient services to its customers. However, the bank understands that there is a need to periodically review its IT strategy and plans to review its critical and crucial decisions on IT Costs, number of vendors, own vs outsourcing, for various components of the overall IT plan of the bank.

At the same time, the bank wants to ensure adequate performance and fully leverage its current IT infrastructure and manage the upgradation, replacement and future expansion of the technology platform in a judicious and efficient manner. The bank intends to seek the assistance of the IT consultant for the following:

- a. Evaluate the existing CBS system and explore the need to upgrade, if required
- b. Leverage Current IT Infrastructure to its full potential
- c. Assist the Bank in forging link between Corporate Performance and effective information technology management and maximizing the impact IT has on corporate performance

- d. Upgrade, replacement and modification for future expansion and requirements
- e. Identify the requirements for upgrade, replacement and modification jointly with Bank and/or the system integrator covering the following :
 - i. Software and licenses requirements
 - ii. Hardware requirements
 - iii. Data base and operating system requirements
 - iv. Data centre and disaster recovery site requirements and infrastructure
 - v. Network, security and bandwidth requirements
 - vi. Facilities management
- f. Define the functional and technical training requirements for the bank's staff for the same.
- g. Review of Decisions and Transitional support
 - i. Understand the management expectations in terms of long term IT plans on own vs. outsourcing, number of vendors, IT application portfolio and IT costs. In case of any changes, the consultant will be required to provide a business case, draft such plans and project manage the transition process to the new approach.
 - ii. Co-develop the resource and capacity planning requirements required for transitioning to new operating models or new IT infrastructure and operating models.

▪ **Provide assistance to the Bank for adopting the existing IT Projects and Infrastructure from the current outsourcing model to the in-house managed model in a phased manner.**

- a. Assist the Bank in switching over from vendor driven projects to in-house driven projects after proper evaluation of
 - i. Cost benefit Risk
 - ii. Best practices in the industry
 - iii. Expertise of Bank's resources
- b. Prepare manpower planning requirements for the above
- c. Identify the impact on the current system and anticipated changes
- d. Participate in meetings and discussions with the Bank to identify
 - i. Process change fitment
 - ii. Process workarounds
 - iii. Additional effort / infrastructure requirements to meet the change requirements.

- e. Assisting the Bank in finalization & implementation of Standard Software Engineering Processes, Development models for in-house Software Development.

▪ **Provide assistance to the Bank to define and implement an effective IT governance framework**

- a. Assess and measure the performance of IT processes in the Bank
- b. Provide detailed framework with hands-on information on how to achieve a successful operational Service management of IT in the Bank
- c. Provide guidance to Bank in the industry standard practice of information security
- d. Assist in detecting and combating security-relevant weak points in the IT environment
- e. Provide a framework for effective governance of IT to assist those at the highest level of Bank to understand and fulfil their legal, regulatory, and ethical obligations in respect of Bank's use of IT.

▪ **Provide assistance to the Bank for Review, modification and formulation of all IT related Policies including Business Continuity Planning**

- a. Review and assist the Bank in modifying the IT related Policies ,namely:
 - i. Internet Banking Policy
 - ii. ATM policy
 - iii. IT Policy
 - iv. IT Security Policy
 - v. Disaster Recovery Policy
 - vi. Backup & Recovery policy
 - vii. Email Policy
 - viii. Hardware Acquisition, Maintenance and up gradation policy
 - ix. License Management Policy
 - x. Programme Change Management Policy
 - xi. Purchase Policy
 - xii. Version Control Policy
 - xiii. Acquisition, Development and Maintenance of software policy
 - xiv. IT Asset Disposal Policy
 - xv. Debit Card Policy
 - xvi. Data Retention Policy
 - xvii. Cloud Computing Policy
 - xviii. Merchant On-boarding Policy
 - xix. Internet Usage Policy



- xx. Swift Policy
- xxi. Prepaid Card Policy
- xxii. Data Migration Policy
- xxiii. Social Media Policy
- xxiv. Outsourcing & Vendor Management Policy
- xxv. IT Skillset Development Policy
- xxvi. Network Policy
- xxvii. Data Privacy and Data Security Policy

b. Assist in formulating the under-noted IT related Policies, namely:

- i. Outsourcing Policy for ATM Managed Services
- ii. IS Audit Policy
- iii. Mobile Banking Policy
- iv. Online Share Trading Policy
- v. Business Continuity Planning
- vi. Purging Policy
- vii. Archival Policy
- viii. Mail Messaging Policy



c. Assist the Bank in framing relevant IT related Policies currently in vogue in the industry and not yet formulated in the Bank.

d. Assist the Bank in implementing and conforming to various certifications and framework viz ISO 27001/27002 for critical IT sites viz., Bengaluru Data Centre, Kolkata Data Centre and DIT Kolkata

▪ **Provide Assistant to the Bank in Implementing Gopalakrishna Committee's Recommendations**

▪ **IT Risk Management**

- a. Assisting the Bank in drafting, finalizing and implementing IT Risk Management Plan/Strategy/Framework.
- b. Assisting the Bank in adopting and executing industry best practices for IT Risk Management.
- c. Assisting the Bank in Risk Identification, Migration and Impact Analysis, etc.
- ❖ Consultancy Services for the Implementation of large projects such as Finacle 10 migration/Internet/Fraud Risk Management (FRM) project/Revamping of Bank's network etc.

Revised Commercial Evaluation

It may be noted that commercial bids will be subjected to following evaluation process:

- Under CQCCBS (Cost Evaluation under Combined Quality Cum Cost Based System) the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.
- Proposals with a lowest cost may be given financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- Highest Point basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received.

The technical evaluation committee awarded those 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost

A Rs 120.00

B Rs 100.00

C Rs 110.00

Using the formula LEC/EC , where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

A: $100/120 = 83$ points

B: $100/100 = 100$ points

C: $100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points: H3

Proposal B: 86 points: H2

Proposal C: 90.3 points: H1

Proposal C at the evaluated cost of Rs 110.00 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

