

**Request for Proposal (RFP) for Implementation of Risk Mitigation and Business Augmentation Solutions in Tie-up with  
 Credit Information Companies**

**RFP Ref No: UCO/RBD/RFP/01/2019-20 Dated: 09/10/2019**

**Clarifications to Queries raised by Bidder(s)**

SI No	Section	Existing Clause in RFP	Clarification sought/Suggestions proposed	UCO Bank Reply
1	Integrity Pact	-	Clauses of the Integrity are dealt with separately	Responses for the clauses of the IP are mentioned separately
2	Rejection of Bids	If the RFP and any of the terms and conditions stipulated in this document are not accepted by the authorized representatives of the Bidder.	We request an addition in this clause as follows: 'If the RFP and any of the terms and conditions stipulated in this document are not accepted by the authorized representatives of the Bidder and the deviations on the same are not accepted by the Bank	Clause Stands as per RFP
3	Evaluation Process (Commercial Bid Evaluation)	In case the successful bidder is not agreeable in <u>executing service level agreement</u> or they impose any conditions not acceptable to Bank or communicate any changes from their stated responses in the RFP or presentation made to Bank which may not be acceptable	While we are agreeable to execute a SLA, we request that the same be as per the Bidder's format as the product is proprietary and the contract has been designed to suit the requirements of a data review/scrub environment. Please note that we will be happy to incorporate clauses that the Bank thinks are missing and of importance to them, provided that they are mutually agreeable.	SLA will be as per the Bidder's format subject to Vetting/Approval of Law Department, Head Office, UCO Bank

		to Bank, then in such situation Bank in its sole discretion may decide to partner with next ranked bidder.		
4	Other Terms and Conditions (Confidentiality)	Bank is entitled to be indemnified by the Bidder without any cap for any loss/damage to reputation and/or for any breach of confidentiality.	While we are happy to be liable to the Bank under damages for breach of confidentiality, not indemnities. Also, how would reputational damage come about?	Clause Stands as per RFP
5	Other Terms and Conditions (Period of Tie up)	The tie up between selected Credit Information Company(s) and Bank shall be for a period of 6 months from the date of deployment of services i.e. from the date of signoff given by Bank. After 6 months Bank will review the Service offered and would make decision to terminate or extend the contract. If Bank opts for extension of the contract, the terms including the commercials will remain same as in the Service Level Agreement executed at the time of initial on boarding of Credit information Company(s)	Please could we understand what the time frame within which extension/rejection will be intimated? We propose that the decision making happen in the 5th month itself so that the 6th month can constitute notice period, if the Bank isn't willing to continue.	Clause Stands as per RFP
6	Other Terms and Conditions (Inspection of Records)	All Bidder records with respect to any matters covered by this tender shall be made available to Bank and/or the RBI, its	We request that an audits be conducted with advance written notice of 72 working hours, at least.	Clause Stands as per RFP

		Auditors at any time during normal business hours, as often as Bank/RBI deems necessary, to audit, examine and make excerpts or transcripts of all relevant data.		
7	Other Terms and Conditions (Resolution of disputes)	The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.	We request that this to be made mutual, i.e. Kolkata courts to have nonexclusive jurisdiction by both parties	Clause Stands as per RFP
8	Other Terms and Conditions (Vicarious Liability)	Selected Bidder shall agree to hold Bank, its successors, assigns and administrator fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to Bank through the action of selected Bidders' employees, agents, contractors, sub-contractors, etc.	We request that in a principal to principal engagement like this, the Bidder be liable under damages and not indemnities. Also, we request that the liability shall extend to breach of confidentiality, IPR breach, fraud, misrepresentation only	Clause Stands as per RFP

9	Other Terms and Conditions (Information Provided)	<p>The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.</p>	<p>This RFP contains important representations/ commitments by the Bank in the Integrity Pact, which must not be diluted. We request for deletion of this clause.</p>	Clause Stands as per RFP
10	Other Terms and Conditions (Indemnity)	<p>Selected Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits</p>	<p>We should agree to be liable under damages (not indemnify) for (iv) and fraud, misrepresentation, breach of confidentiality instead of the 1st three. Also, we propose that this be limited to direct losses.</p>	Clause Stands as per RFP

		and other proceedings, (including reasonable Attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.		
11	Other Terms and Conditions (Termination)	If deemed necessary, at any stage, by the Bank, it shall be entitled to terminate the agreement with the selected Bidder at any time by giving 30 days notice in writing to the selected bidder without any recourse to the Bank	We request for a 90 day period.	Clause Stands as per RFP
12	Other Terms and Conditions (Termination)	The Selected Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed	We request that the whole clause be made mutual.	Clause Stands as per RFP

		over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected Bidder shall have right to terminate only in the event of winding up of the Bank.		
13	Other Terms and Conditions (Termination)	In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of	Could we understand through an example what obligations is being spoken of here? We will not be in a position to commit to this without understanding the expectation.	Obligation such as completion of the job or a task allotted to the Credit Information Company prior to the termination. However the obligations mentioned here are only indicative and not exhaustive

		the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract		
14	Other Terms and Conditions (Applicable law & Jurisdiction of Court)	The Contract with the Selected Bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).	This RFP at two other places gives the Bank the right to initiate proceedings at any other court, if it so deems fit. This is contrary to clause 21 here	Clause Stands as per RFP
15	Integrity Pact	Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.	The right to challenge the IEM's decision in a court of law shouldn't be restricted by this clause. Please confirm.	This clause is not contradictory and stands as per RFP
16	Integrity Pact	Bidder confirms and declares to the Bank the bidder/Seller is the original manufacturer/authorized distributor/ stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender/Offer/Contract/ Purchase Order and has not engaged any individual or firm .....	We can undertake that we have IP rights to the software being used, but OM, AD etc. doesn't fit.	The clause is self explanatory and stands as per RFP

17	Integrity Pact	The Bank will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement of compensation to Bidder who shall in such event be liable to refund agency commission payments to the Bank made by the Bidder along with interest at the rate of 2% per annum above Base Rate of SBI (State Bank of India). The Bank will also have the right to recover any such amount from any contracts concluded earlier or later with Bank.	Earlier contracts shouldn't be affected (ones that are complete and not on-going).	Clause Stands as per RFP
18	Integrity Pact	This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.	We request for non exclusive jurisdiction.	Clause Stands as per RFP
19	Integrity Pact	Bidders (s)/Sellers(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until IEM delivers its report	We request for addition of the following after the clause 'but is free to do so post receipt of the IEM's decision which shall be communicated in a time bound manner of 30 days' from the date of compliant'	Clause Stands as per RFP
20	Form 1	Our Bid is unconditional, valid and open for acceptance by UCO Bank up till 180 days from the last date of	Should the Bank not entertain any of or requests and we still choose to bid with conditions, this form cannot be submitted with these lines in it. This would mean that any deviation/condition eliminates us –	Bank will not accept the Bids with deviations/conditions. Bids should be as per the Clauses of RFP and any clarifications given herein



		<p>submission of RFP</p> <p>we hereby represent and confirm that our Bid is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects</p>	Please could the Bank clarify?	
21	Form 1	<p>We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by UCO Bank in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the above mentioned Proposed Tie-up and the terms and implementation thereof.</p> <p>We acknowledge the Right of UCO Bank to reject our Bid without assigning any reason for the Proposed Tie-up and reject all Proposals, otherwise and hereby waive our right to challenge the same on any account whatsoever.</p>	A right vested by law cannot be ousted through contract. We request for deletion of this clause.	Clause Stands as per RFP

22	Schedule 1	Board resolution in favor of authorized signatory	This mandates a specific one to bid for UCO. We represent that we have a BR in favor of the signatory to bid for any tender amidst other things. We request the Bank to understand that calling a board meeting on a case to case basis for BAU isn't feasible. We request that the umbrella resolution be accepted by the Bank.	Accepted
23	Annexure II	Pin code based product specific delinquency	For SMS profiling, we would like to understand that use case for 'pin code based product specific delinquency' requirement, as the solution 'SMS Profiling' will give complete customer level insight on past credit behaviour	The output of this solution should factor in pin code based and product specific delinquencies. For example delinquencies are higher in Home Loan Product in a particular pin code then the output of the solution should consider higher delinquencies in Home Loan in enquiries by customers of that pincode
24	Scope of Work	-	Scrub will be required only for retail borrowers or Bank is seeking information for Non Individuals customers (MSME/Corporates) as well. The price for both the scrub is different.	Scrub is required for Individual Customers only
25	Annexure-III	Risk wise and Income wise segmentation based on the Loans availed and Repayment track record of the Customers	What is Bank's expectation in Income wise segmentation?	Income segmentation such as High, Low, Medium Income Ranges. The criteria for segmentation, if required, may be discussed with selected Bidder at the time of execution of SLA
26	Annexure-III	Risk Triggers to assess status of Loan Accounts of our customers with other Banks/Fls	Please provide more detail on the requirement. As per our understanding, triggers are a separate solution all together and it should not be combined with scrub	Triggers are change in the status of customer account with other Banks such as Increase in Limits, DPDs/Defaults etc. between the Scrub/Account Review dates

27	Annexure-III	Propensity of Customers to avail Home, Property and Car Loans	Should the propensity score just say that there is a propensity to take any of the stated products or should the propensity score rank the propensity of individual products	Solution should inform that there is a propensity of a Customer to avail any of the three products. Solution should also rank the customers propensity among these three products.
28	Annexure-IV	-	Market Insight Dashboard will be required only for retail products or Bank is seeking information for Non Individuals products (MSME/Corporates) as well. The price for both the dashboard is different.	Market Insight Dashboard will be only for Home Loan, Property Loan, Car Loan and Business Loans to Individuals and not for Non Individual Products (MSME/Corporates)
29	Annexure-IV	-	Bank is intending to take only 4 products i.e Home Loan, Property Loan, Car loan and Business loan. Please confirm	Yes. Bank is intending to take only 4 products i.e Home Loan, Property Loan, Car loan and Business loan to Individuals
30	Bid Submission	".. Bidders are to submit the Bid in hardcopy in original along with one set of photocopy and soft copies of the entire set by means of CD/USB flashdrive. The documents in the CD/USB flashdrive should be in MS Word/MS Excel format only."	We would request you to clarify if the soft copies of the bid can be submitted over SFTP (a portal through which Banks submit data to CICs) instead of CD/USB flashdrive. The said folder with the soft copies of the documents, (when shared over SFTP) would be in MS Word/MS Excel and would be password protected. The password would be shared only with the designated authority of the Bank	Clause Stands as per RFP
31	Other Terms and Conditions (Technology)	The selected Credit Information Company(s) should be technology enabled and should have a dashboard for Market Insights report. Market Insights	The data quality that drives the dashboard will be of more use than the technology. A basic viewing tool is sufficient to view the analysis. Please confirm that if the data quality is superior, the Bank will still make a	Clause Stands as per RFP

		Dashboard should enable download of reports in PDF and Excel formats. The selected Credit Information Company should have expertise in setting up SMS profiling solution.	judgment on the product basis a CIC providing the viewing capacity.	
32	Annexure II	Technical and Functional Capabilities of SMS based Customer Profiling	SMS based customer profiling: In the context of the upcoming proposed data protection bill, how do we handle data privacy, security and sharing of customer PII data over sms? This is something we should be cognizant of and would request sign off from UCO banks compliance team. There is also a high likelihood of type 2 errors on using such a solution	Bank would comply with new provisions of data protection bill as and when introduced
33	Annexure III	Technical and Functional Capabilities of Account Review/Scrub	Enquiry Triggers are not specifically mentioned in the RFP. Risk triggers do not include the enquiries made outside by UCO Bank customers. Please include Enquiry Triggers to get real time information on UCO Bank customers to prevent leakage	Annexure-III stands as per RFP
34	Annexure III	Technical and Functional Capabilities of Account Review/Scrub	Propensity Score is not available for HL or LAP. We can additionally also provide the Insurance prescreen product as part of the Scrub. Would UCO Bank be interested in such a product	Annexure-III stands as per RFP

35	Schedule 1	-	<p>Scrub, triggers and Market sizing are a part of Business as Usual products that we provide to most Members. A board Resolution is therefore not needed to provide the same services to UCO Bank. Please suggest the reason for a Board resolution.</p>	<p>Please refer Clause K on "Submission, Receipt and Opening of Bids" wherein it is mentioned as under</p> <p>"An authorized representative who would be signing Submission letter shall put his/her initial on all pages of original Bid Document with company seal. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign"</p> <p>Board Resolution would be one such form demonstrating that the representative(s) has been duly authorised to execute, among others, documents required/necessary for submission of Bids</p>
36	Any other queries/modifications requested			No changes. Clauses stand as per RFP

#### **Clarification**

The clause "**For Home/Car/Property/Business Loan Products, Report should include**" of Annexure-IV is replaced as "**For Home /Car /Property/ Business Loan to Individuals products, Report should include**"