



UCO Bank
Head Office
Risk Management Department
10 B T M Sarani
Kolkata - 700 001

REF NO: HORM/RFP/ ²²⁵⁸ /2019-20

Date: 16/12/2019

Request for Proposal (RFP) For Selection of Service Provider for Accessing their Portal for collecting Information on Credit Management

RFP REF NO: RFP REF NO: HORM/RFP/2195 /2019-20 Dated: 05/12/2019

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s)

Sl No	Page No	Clause No	Clause as per RFP	Description of Queries/ Clarification sought by Bidder(s)	Bank Response
1	9	7.1	The duration of the contract with the bidder will be for duration of one year from the date of signing of agreement. However, the Bank reserves the right to cancel or extend the validity period of contract. The Bidder shall not have the option to terminate the agreement once the same is signed.	Request to rephrase "The duration of the contract....." Bank has to sign the Company's Long Form customer agreement and the Company can terminate service to the Bank if the Bank violates Agreement.	The duration of the contract with the bidder will be for duration of one year from the date of signing of agreement. However, the Bank or the successful Bidder will have the option to terminate the agreement giving 90 days Notice.
2	9	7.2	Bank may at its sole discretion chose to avail all services or expand the scope of the services. Such decision shall be advised during the course of	Bank has to sign the Company's Long Form Customer agreement and the Company can terminate service to the Bank if the Bank violates Agreement	RFP Clause stands



			the agreement.		
3	9	7.3	Payment to successful bidder will be made on quarterly basis, at the end of each quarter.	Bank is required to make payments quarterly in advance.	Payment to successful bidder will be made on monthly basis, at the end of each month.
4	15	19	Bank will enter into Service Provider Agreement with the selected Bidder. The effective date shall be date of signing of agreement by the selected bidder.	Bank has to sign the company's Long Form Customer Agreement.	RFP Clause stands
5	15	21(c)	The selected bidder shall indemnify the bank against any claims relating to the violation of intellectual property rights, deficiency of service in all matters relating to issuance and servicing of policies, settlement of claims and all other obligations as specified in the scope of the RFP	To delete "deficiency of service in all matters relating to issuance and servicing of policies, settlement of claims and all other obligations as specified in the scope of the RFP".	The selected bidder shall indemnify the Bank against any claims relating to the violation of obligations as specified in the RFP
6	16	21(f)	The Bidder shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/agreement, except with the Bank's written consent.	Vendor intends to assign agreement to another party in case of ownership change.	RFP Clause stands
7	16	22	The selected bidder shall indemnify the bank against any claims relating to the violation of intellectual property rights, deficiency of service in all matters relating to issuance and servicing of policies, settlement of claims and all other obligations as specified in the scope of the RFP. The indemnification obligation stated in	Pertain to insurance contracts and not applicable for the kind of services bank is looking by way of RFP.	The selected bidder shall indemnify the Bank against any claims relating to the violation of obligations as specified in the RFP



			<p>this clause apply only in the event that the indemnified party (Bank) provides the indemnifying party (bidder) prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims[at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.</p>		
8	16	23	<p>The Bidder shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/ agreement, except with the Bank's written consent.</p>	<p>Vendor intends to assign agreement to another party in case of ownership change.</p>	<p>RFP Clause stands</p>
9	16	25	<p>Once Service Provider agreement are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall</p>	<p>Bank has to sign the Company's Agreement Form and the Company can terminate service to the Bank if the Bank violates Agreement</p>	<p>RFP Clause stands</p>



			be valid or binding unless made in writing.		
10	18	29	<u>Resolution of Disputes</u> The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata, India.		RFP Clause stands
		30	<u>Jurisdiction of the Court</u> All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Kolkata only and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.	Mumbai Jurisdiction instead of Kolkata.	
11	22	Annexure 2	We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.	Declaration Point C is not acceptable.	RFP Clause stands
12	24	Annexure 4	Non Disclosure Agreement (NDA)	request a mutual NDA	RFP Clause stands
13	25	Annexure 5	We hereby undertake and agree to abide by all the terms and conditions including all Annexures, corrigendum(s) etc. Stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)	"No Deviation" is not acceptable	RFP Clause stands



14	27	Annexure A	Reverse Auction	Reverse Auction not acceptable	RFP Clause stands
15	42	Annexure D	Deed for Indemnity	Bank has to sign vendor's Long Form Customer Agreement, which includes Indemnity.	RFP Clause stands
16	7	4.2	The bidder should be currently in the service of providing similar service to at least two Scheduled Commercial Banks having more than 1000 branches.	The bidder should be currently in the service of providing similar service to at least one Scheduled Commercial Banks having more than 1000 branches.	RFP Clause stands
			Borrowing Entity:-		
17	7	1	Listing/incorporation status indicative of governance in borrowing entity	Need clarification for indicative of governance requirement	RFP Clause stands
18	7	3	Regulatory/Statutory non-compliance and /or adverse regulatory action	Need more clarity on this requirement.	RFP Clause stands
19	7	4	Major Proceedings / litigation pending against the borrowing entity	Need clarification if any specific sources are to be covered.	RFP Clause stands
20	8	7	Frequency of occurrence of defaults during past 2 years	Vendor can provide data only for suit filed cases. Data for other defaults is not available in public domain. Vendor can add this data if bank makes it available to vendor or if this data becomes available in Public domain.	RFP Clause stands
21	8	8	Acceptable correlation of key financial ratios with those of peers, based on external data sources (publicly available data sources including information disclosed to exchange and MCA's company data base, as well as third party sources)	Our peer comparison covers comparison of key ratio such as Revenue, Growth %, Margin %, Equity, sales cycle, net fixed assets. Please let us know if you need anything in addition.	RFP Clause stands
22	8	9	Unpaid Statutory dues and its trend	We cover GSTIN and EPF. Let us know if you need anything in addition	RFP Clause stands
23	8	10	External Rating of the Company as	External rating of the company and	RFP Clause stands



			well as Key Group Entities	parent company is included. Need clarity in term of number of key group entities required.	
24	8	11	Indication of Risk Profile of the Company (Low, Medium, High, etc.)	Need clarity on this requirement as to whether bank will define low, medium, high risk or vendor has to.	RFP Clause stands
			Conduct of the facilities/New facilities proposed:-		
25	8	12	Extent of Un-hedged foreign currency exposure of the borrowing entity.	Only income and expense in foreign currency will be available. Need more clarity on un-hedged foreign currency (some example)	RFP Clause stands
			Promoters & Group Entities:-		
26	8	13	Complexity/Details of the Group structure (number of layers between the Promoter and the Borrowing Entity)	Inter alia, it was stated that the Vendor can cover companies as data for proprietorship firms, partnership firms and trusts are not available even with ROC.	RFP Clause stands
27	8	14	Materiality of existing and projected revenue / expenditure / investment transactions as well as extent of Cross Guarantees between the Borrowing & Group Entity.	Need to clarity-(Whether the investigation will be on discrete basis or non - discrete it is possible only in non-discrete process wherein this information is collected from the borrower.	RFP Clause stands
28	8	15	History of Promoter(s) and Group Entities in respect of Default, incl. cross-default.	Can provide data only for suit-filed cases. Data for other defaults is not available in public domain.	RFP Clause stands
29	8	16	Key Financial Ratios and their trends for Group Entities.	Inter alia, the Vendor stated that they only cover companies as data for proprietorship firms, partnership firms and trusts are not available even with ROC.	RFP Clause stands
30	8	17	External Rating Downgrades in	Inter alia, the Vendor stated that they	RFP Clause stands



