UCO BANK

Department of Information Technology

Request for Proposal (RFP) For "Selection of SWIFT Vendor for Providing all SWIFT related services to the Bank (Re-tendering)

RFP REF NO: DIT/BPR & BTD/OA/1869/2017-18 Date: 28/08/2017

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

Sl No	Page No	Section/Cl ause No.	Description	Description of Query/ Clarification sought by Bidder	Response from Bank
1	47	Annexure V	Integration with Security Operation (SOC) and support for maintenance.	Can you please elaborate what Security Operation Center (SOC) is and what integration is required	It is about a system of monitoring, analyzing all the devices present now and those that will be added in network in future as per regulatory authority guidelines for the safety of the information existing in. The selected vendor for swift integration should integrate the solution with SOC, provide support and maintenance. Also he should have the requisite knowledge and experience of 1implementing the same.
2	47	Annexure V	Integration with Security Operation (SOC) and support for maintenance.	What are the integration points to the SOC?	Arc sight Servers.

3.	47	Annexure V	Integration with Security Operation (SOC) and support for maintenance.	What protocol does SOC supports for connection? SOAP, Web Services,API	SNMP is the protocol.
4.	47	Annexure V	Onsite visits by Engineer for issue resolution	Onsite visits by Engineer would be to Mumbai or Bangalore UCO Bank offices only will be provided	Onsite visits by Engineer would be to Mumbai and Bangalore UCO Bank offices.
5.	47	Annexure V	Providing support in the integration of KYC/AML with the proposed SWIFT solution	UCO Bank will share the API for KYC/AML System for verification of details?	The bank will share the details with selected vendor.
6.	47	Annexure V	Providing support in the integration of SWIFT Sanction Screening with the proposed SWIFT solution to ensure an end to end secure system for the bank.	SWIFT provides update after three working days via a message. This message will be read by XMM and status updated	The required integration has to be carried out by the vendor. The system should work as GPI product of SWIFT where the SWIFT message status can be tracked at real time.
7.	48	Annexure V	Implementation of Two Factor Authentication/Single Sign on (SSO) between Finacle and SWIFT. For single sign on, the Treasury branch and other Head office department should be allowed the SWIFT access for daily operations, monitoring and Admin purpose. At present Bank is using only 7.0.25 version the bidder will carry out integration with Finacle 7.0.25 and to higher Finacle versions, if the Bank decides to upgrade. The bidder will be responsible for coordinating with Finacle OEM vendor M/s Infosys / M/s Edgeverve and any other	Can you please elaborate on the scope of this activity? Minor changes will be provided as part of AMC, major changes will be done as CR at mutually agreed costs.	Minor changes including patch and release application will be provided as part of AMC, major changes will be done as CR at mutually agreed costs.

			OEM, if any and for ensuring compatibilities with each other.		
8.	48	Annexure V	All future releases/patches/version (including version 7.2 of SWIFT & higher) implementation including migration as required under the directives of M/s SWIFT should be free of cost. All compatibilities between Finacle version, SAA & SWIFT middleware or any other S/W to be ensured & completed by vendor	Next Version upgrade beyond 7.2 would be cost basis based on assessment. However patches and intermittent releases will be taken care	Any version upgrade after 7.2 to be done on mutually agreed terms and Cost on CR basis.
9.	49	Annexure V	Integration with Security Operations Centre (SOC): The bidder will coordinate with Bank's SOC vendor and will provide support in integration of SWIFT with different modules of SOC like SIEM, DAM, PIM etc.	Can you please elaborate the purpose of integrating the SWIFT middleware to SOC?	All the activities need to be monitored and integration to be done by the selected swift vendor. The selected vendor for swift integration should integrate the solution with SOC, provide support and maintenance. Also he should have the requisite knowledge and experience of implementing the same.
10.	Page 49	Annexure V	For RBI audit compliance regarding SWIFT reconciliation, it is required to make automation for tallying the SWIFT Nostro statement and SWIFT messages from data base on daily basis. The reconciliation system with alerts should be provided by the vendor to prevent any frauds and cyber threats.	This requirement is ambiguous and forms part of a larger Fraud detection system. Xchanging product does not offer any Fraud prevention or prevention of Cyber threats. Proposed System does not have alert system as a part of the existing product.	It's not part of fraud detection and its one time activity on daily basis which requires tallying the SWIFT statement with Nostro account. At the time of file generation from SWIFT probably in morning by 2 am, the system should match it as auto recon and if there any difference found then alert should come to the admin/compliance officer.

11.	Page 49	Annexure V	2FA implementation?	OTP application is not part of this scope, vendor will use API's of existing OTP solution of bank provided a detailed documentation for interfacing is provided.	The vendor has to implement 2FA either by using Bank's existing OTP application server or by implementing their own OTP solution
12.	Page 51	Annexure-VI	2.Reconciliation application	Can please elaborate the requirements of this Reconciliation application in terms of scope, functionality and reports. Also, please provide the details requested in the table below	Kindly refer Table 'A'
13.	Page No 9	4 of Part 1	The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP. SLA will cover performance and availability of the resources deployed. The contract period will be initially for a period of 5 years effective from the date of execution of the SLA unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for such further period as	The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP. SLA will cover performance and availability of the resources deployed. The contract period will be initially for a period of 5 years effective from the date of execution of the SLA unless terminated earlier by the Bank by serving 30 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason, and Bank will pay all incurred and non-recoverable costs (stranded costs) of Bidder in case of any termination including termination for convenience along with payments for the services rendered until the date of	Clause stands as per RFP

			would be decided by the Bank on the same terms and conditions as mentioned herein. The performance of the selected bidder shall be reviewed every quarter to ascertain vendor's capability during the period and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.	termination without any cost or compensation therefor. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein. The performance of the selected bidder shall be reviewed every quarter to ascertain vendor's capability during the period and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.	
14.	Page No 12	9 of Part 1	Notwithstanding Bank's right to cancel the order, liquidated damages for late delivery of solution at 1%(One percent) of the order value per week will be charged for every Weeks's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the vendor. Liquidated damages will be calculated as per week basis.	Notwithstanding Bank's right to cancel the order, liquidated damages for late delivery of solution at 1%(One percent) of delayed deliverable the order value per week will be charged for every Weeks's delay in the specified delivery schedule subject to a maximum of 10% of the monthly invoice value of the order value. Provided, such delay solely attributable to bidder. BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the vendor.	Clause stands as per RFP

				Liquidated damages will be calculated as per week basis. Liquidated damages is the sole and exclusive remedy available to Bank for any delay in delivering solution.	
15.	PAge No 13	13 of Part 1	If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected. All submissions will become the property of Bank. Bidders shall be deemed to license, and grant all rights to Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or Banking documents.	If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected. All submissions will become the property of Bank. Bidders shall be deemed to license, and grant all rights to Bank to reproduce the whole or any portion of their submission solely for the purpose of evaluation, to disclose the contents of the submission to other Bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or Banking documents.	The modified clause may be read as "If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected. All submissions will become the property of Bank. Bidders shall be deemed to license, and grant all rights to Bank to reproduce the whole or any portion of their submission solely for the purpose of evaluation, to disclose the contents of the submission to other Bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or Banking documents."
16.	Page No 15	20 of Part 1	The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses	The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred	Clause stands as per RFP

				incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.	or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights of any third party, that directly results from the services provided by the bidder as contemplated in the RFP.	
				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 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 claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.	The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including reasonable legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of gross negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.	
				All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable	All indemnities shall survive notwithstanding expiry or termination of Service Level	

			under the indemnities. Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.	Agreement and the Vendor shall continue to be liable under the indemnities. Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.	
17.	Page No 16	21 of part 1 – pg	UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 30(thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: - a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. b) The selected bidder goes into liquidation, voluntarily or otherwise. c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. d) An attachment is levied or continues to be levied for a	UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 30(thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: - a) The selected bidder commits any material breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. b) The selected bidder goes into liquidation, voluntarily or otherwise. c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc that are applicable to bidder for performing the agreed scope. d) An attachment is levied or continues to be levied for a	Clause stands as per RFP

				period of seven days upon effects of the bid.	period of seven days upon effects of the bid.	
				e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.	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.	
				f) Deductions on account of liquidated damages exceed more than 10% of the total work order.	f) Deductions on account of liquidated damages exceed more than 10% of the total work order.	
				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.	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 provided, such failure to deliver resources is solely attributable to Bidder. Parties agree and acknowledge that, such third party costs to be borne by the bidder shall be limited to ……………	
				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,	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, if such unsatisfactory performance or delays in execution are solely	

			whatsoever. 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. 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.	attributable to bidder then, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract which shall not be in any case exceed………….. This clause is applicable, if the contract is cancelled for any reason, whatsoever. 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. 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. Bidder can chose to terminate upon thirty (30) day notice to Bank, if Bank breach any of its material obligations and fails to cure the same within the cure period of thirty (30) days, including timely payments.	
18.	Page No 18	24 of part 1 – pg	The bidder/selected bidder must undertake that they shall hold in trust any Information received by them	Both the parties The bidder/selected bidder must undertake that they shall hold in trust any Information	Clause stands as per RFP

			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: • To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK; • To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original; • 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. However, the following information may be	received by them from the other party, under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The parties shall bidder has also to agree: • To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the discloser BANK; • To only make copies as specifically authorized by the prior written consent of discloser Bank and with the same confidential or proprietary notices as may be printed or displayed on the original; • 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. However, the following information	

				treated as non - confidential:-- (a) available to the public other than by breach by recipient; (b) rightfully received by recipient from a third party without confidentiality limitations; (c) independently developed by recipient; (d) known to recipient prior to first receipt of same from discloser.	may be treated as non - confidential:-- (a) available to the public other than by breach by recipient; (b) rightfully received by recipient from a third party without confidentiality limitations; (c) independently developed by recipient; (d) known to recipient prior to first receipt of same from discloser.	
				Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.	Either party's obligation to maintain confidentiality of the received confidential information shall survive expiry/termination of an SLA for a period of three (3) years except, for IP and trade secrets it will survive in perpetuity.	
				License to Proprietary Software: Bidder's or the third party's (as applicable) standard licensing terms and conditions will be applicable provided the same complies with RFP clauses. In case of any discrepancy, RFP clause will prevail.	Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.	
				Limitation of Liability: Bidder's aggregate liability under the contract shall be limited to a	License to Proprietary Software: Bidder's or the third party's (as applicable) standard licensing terms and conditions will be applicable provided the same complies with RFP clauses. In	

| | | | maximum of the contract value. This limit shall not apply to third party claims for
a. IP Infringement indemnity.
b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order. | case of any discrepancy, RFP clause will prevail.

Limitation of Liability: Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for
a. IP Infringement indemnity.
b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
c. Bidder shall be not liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order. | |
| 19. | Page No 59 | 7.1 of Annex VII- Fall Clause | The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar | The BIDDER undertakes that it has not supplied/is not supplying similar or identical solution having same scope of work, quantity, specifications, schedule for delivery, payment terms and other terms and conditions ("Project"), during last six (6) months from the date of issuance of | Clause stands as per RFP |

				product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	RFP to any of its other customers who are in similar line of business and based out of same region with that of Bank ("Similarly Placed") with product/systems or subsystems at a price lower than that offered in the present bid. in respect of any other Ministry/Department of the Government of India or PSU and lif it is found at any stage that similar Project product/systems or sub systems was supplied by the BIDDER to any of its customer who are Similarly Placed Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	
20.			New provision		Contractual arrangement: Parties agree that, once the tender is awarded to bidder then, bidder shall provide services as per the terms of the agreement that would be negotiated and finalized between the parties.	Bank cannot include any new term in the RFP without vetting of legal department and other consultancy agencies engaged by the bank.

Transaction details for Reconciliation application
(TABLE-A)

Transaction Type	Module	Submodule	Trn per Day	Bidder's company	Response from Bank
Type 2	CASH	MT 940/ 950, Suspense, Internal, branch, GL Accounts	0	Asia.Xchanging.com	MT 940-49 MT 950-15
	INTRADAY	Payments (MT103/MT202/MT900)	0	Asia.Xchanging.com	MT 103-163 MT 202-50 MT 900-25
		Revenues (MT210/MT910)	0	Asia.Xchanging.com	MT 210-1 MT 910-6
	SECURITIES	Holdings(MT535/538)	0	Asia.Xchanging.com	0
		Transactions(MT536/537/575)	0	Asia.Xchanging.com	0
Type 3	CONFIRMATIONS	Foreign Exchange(MT300)	0	Asia.Xchanging.com	MT 300-12
		Money Market(MT320/330/350)	0	Asia.Xchanging.com	MT 320-10
		Commodities(MT600)	0	Asia.Xchanging.com	0
		CLS(MT396)	0	Asia.Xchanging.com	0
		3-Way Broker Matching	0	Asia.Xchanging.com	0
	SECURITIES	Settlements(MT540-548)	0	Asia.Xchanging.com	0

				Asia.Xchangi ng.com	0
		Trade confirmations(MT515/502/509)	0		
Type 4	CONFIRMATIONS			Asia.Xchangi ng.com	0
		Derivatives (MT 305/340/341/360/361/362/601)	0		
	SECURITIES			Asia.Xchangi ng.com	0
		Corporate Actions(MT 564/565/566/567)	0		
Type 5	UNIVERSAL DATA (Non Standard/Generic Recons)	Intersystem	0	Asia.Xchangi ng.com	0
		Customer Specific	0	Asia.Xchangi ng.com	0
Investigations	Exceptions	Total for all of the Above	0	Asia.Xchangi ng.com	Approx.400 at present
Concurrent Users			0	Asia.Xchangi ng.com	300 user