



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

SI No	Section/Clause No.	Description	Description of Query/ Clarification sought by Bidder	Response from Bank
1	Eligibility Criteria 1	The Bidder should be a company (Pvt. /Public) registered under the Companies Act, 1956 since the last three years and should not be a subsidiary of a foreign company.	Propose removal of “should not be a subsidiary of a foreign company”	The Bidder should be a company (Pvt. /Public) registered under the Companies Act, 1956 since the last three years.
2	Eligibility Criteria 4	The Bidder or its partner should have SWIFT certified service bureau.	Bidder should submit certificate from M/s SWIFT at the time of signing contract.	The Bidder or its partner should have SWIFT certified service bureau. The certification has to be provided along with bid. If certificate is under review , then bidder has to submit the communication from SWIFT and undertaking that they will submit certificate before the issuance of Purchase order failing which their bid may be rejected by the bank and the order may be given to next L2 bidder as decided by the bank.
3.	Part 1 – Point 4 – contract period	Termination for convenience with 30 days' notice, with no obligation on Bank to pay	Propose any termination for convenience to be with 90 days' written notice and subject to mutually	The Bank shall be entitled to terminate the Contract with the VENDOR at any time for convenience by giving 90 (ninety) days prior

		termination charges.	agreeable termination charges which shall include all incurred and non-recoverable costs of Supplier.	written notice to the VENDOR during the contract period. However, if the contract is terminated during scheduled Implementation period in 1 st year, then the same is subject to mutually agreeable termination charges which shall include all incurred and non-recoverable costs of Supplier. After the completion of initial period of 5 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.
4.	Part 1 – Point 9 – liquidated damages	For any delay LD's will be imposed @ 1% of order value per week up to a cap of 10% of order value.	Propose the rate of LD to be calculated @ 0.5% of delayed deliverable/relevant mile stone payment/undelivered value per week up to a cap of 5% of delayed deliverable/ the relevant mile stone/undelivered value. Provided, such delay is solely attributable to the Supplier. Propose LD's to be sole remedy for Bank with regard to any delay. Penalty's or LD's to be recoverable from the payments that are due under this contract and subject to prior intimation and confirmation of Supplier.	For any delay LD's will be imposed @ 0.5% of delayed deliverable/relevant mile stone payment/undelivered value per week up to a cap of 5% of order value provided the delay is attributable to the vendor or any of its subcontractors. Penalty's or LD's to be recoverable from the payments that are due under this contract. LD is the sole remedy available to the bank for any delay in delivering solution.
5.	Part 1 – Point 11 – payment terms	This clause is silent with regard to credit period.	Supplier propose credit period to be 30 days from the date of invoice.	The payment will be released within 45 days of receipt of bills/invoices, if the same is in order.
6.	Part 1 – Point 20 – Indemnity & 26- other terms and conditions of the RFP(2.10 & 2.13)	1. Unilateral indemnities only on DXC. 2. Indemnity for breach of terms and conditions (or) the contract & loss of reputation. 3. Indemnity for negligence of DXC or failure of DXC or its	Propose mutual for indemnities. Supplier cannot agree indemnity for breach of contract & loss of reputation (which indirect loss). It can only agree indemnities for standard instances like, loss to life or death, damage to property and any of our employee claims made against customer. Propose indemnity to be restricted to	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. The Supplier is not responsible for any IP infringement claims to the extent they arise or result (i) any unauthorised use or

		<p>employees to fulfill its obligations.</p> <p>4.26(2.10 & 2.13) – indemnity for breach of acts of misconduct/breach of confidentiality etc.,</p>	<p>gross negligence or failure of DXC or its employees.</p> <p>Propose restricting indemnity for breach of willful misconduct & confidentiality. Propose removal of words like, 'etc.,' & 'what so ever nature' as, they are wide enough to cover any other instance/s.</p> <p>Propose any such indemnity obligation of Supplier shall be subject to Bank providing Supplier with sufficient prior written notice with respect to claim and Supplier shall be given sole control of the defense/settlement of the claims.</p>	<p>modification of the Services, noncompliance with the intended use of the Services ii) from any deliverables or content or design provided or directed by Bank.</p> <p>The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including reasonable legal expenses), and suits which may arise or be brought against the Bank by third parties on account of gross negligence by the selected bidder or its employees/personnel.</p> <p>The 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.</p>
7.	Part 1 – Point 21 – order cancellation (termination)	<p>Unilateral termination clause, Supplier does not have the right to terminate the contract & no reference of obligation to pay for services performed until the date of termination.</p> <p>Termination for breach is with 30 days' notice but lack of cure period for Supplier. DXC to pay any damages that may be incurred by customer due to such termination for breach of DXC.</p>	<p>Propose for mutual termination right.</p> <p>Any termination by either party shall be only for material breach subject to cure period of 30 days. If defaulting party fails to cure such material breach within 30 day cure period then, non-defaulting party can chose to terminate. Bank to pay for the services rendered until the date of termination. Propose removal of instances like, nonperformance of contract in satisfaction of Bank etc.,</p>	<p>Please refer to reply given in sl. No. 3 for termination for convenience.</p> <p>For termination for other reasons, following clause will be applicable:--</p> <p>The Bank shall be entitled to terminate the Contract with the VENDOR at any time by giving 90 (ninety) days prior written notice to the VENDOR if:</p> <p>(a) The VENDOR causes a material breach of its obligations under the scope of RFP or the Contract and if the breach is not cured within 30 (thirty) days from the date of written notice from the Bank. A material</p>

		<p>Trivial instances under which Bank can terminate are - for breach of any terms, if LD's exceeds 10% of order value, non-performance in satisfaction of Bank & if DXC fails to provide resources that are referred in the schedule.</p> <p>No cap on the variation / third party cost.</p>	<p>Propose to have a mutually agreed cap on variation/third party costs.</p>	<p>breach is one which is so substantial that it defeats the purpose of the parties in making the Contract and gives the non-breaching party the right to cancel the Contract.</p> <p>(b) The VENDOR</p> <p>(i) has a winding up order made against it; or</p> <p>(ii) has a receiver appointed over all or substantial assets; or</p> <p>(iii) is or becomes unable to pay its debts as they become due; or</p> <p>(iv) enters into any arrangement or composition with or for the benefit of its creditors; or</p> <p>(V) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>(c) The VENDOR has become unable to fulfill its obligations under the scope of RFP or the Contract and is not able to fulfill the same within 30 (thirty) days from the date of written notice by Bank.</p> <p>The VENDOR shall have right to terminate in the event of default of payment by the Bank within the credit period of 45 days. However, in case of any default of payment by the bank within the credit period of 45 days, the vendor will provide a 30 days cure period to the bank and if the bank is unable to cure the same within 30 days period, then the vendor can terminate the contract by giving 90 days'</p>
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8.	Part 1 – Point 24 – confidentiality	Unilateral confidentiality clause with perpetual obligation on supplier to maintain confidentiality of the received information.	Propose for mutual confidential clause with a cap of 3 years on the obligation to maintain confidentiality of the received information.	The confidentiality clause will be mutual and will start from date of execution of contract and will be valid till 5 years from date of expiry/ termination of contract.
9.	Part 1 – Point 24 – Limitation of Liability	Liability of Supplier is equal to contract value. Supplier is liable for indirect and consequential losses.	propose liability to be equal to ACV instead of TCV. Liability for indirect and consequential losses to be expressly excluded.	The total liability of the vendor will be limited to cap of Total contract value. In no event, shall either party be liable for any indirect, incidental or consequential liability under or in connection with or arising out of this contract.
10.	sub point 2.17 of point 26	under this contract – subcontracting is not allowed	Propose that Subcontracting be permitted	The sub-contracting may be allowed. However, the selected vendor will be Single point of contact and will be responsible for carrying out all the activities including activities of its sub-contractor during the contract period and for meeting the SLA & for coordinating between all the stakeholders.
11.	7.1 of Annex VII – Fall clause	Supplier cannot provide 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. If Supplier happen to provide similar services to any of the Ministry/Department of the Government of India or PSU then it shall reduce the	We propose restricting this obligation only to 6 months period starting from the date of issuance of this RFP. Also, propose restricting this obligation to nationalized banks instead of Ministry /Government/PSU's.	The supplier cannot provide similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other PSU Bank for next one year period from date of contract. If Supplier happens to provide similar services to any of the PSU Bank at a lower cost during next one year from date of contract, then it shall reduce the price charging for Bank.

		price charging for Bank.		
12.	Annexure-VI Commercial Bid Format	No increase in cost, duties, levies, taxes, charges etc., irrespective of reasons (including exchange rate fluctuations etc.)	If there are any changes in taxation related rules by government that have an impact on price, the same will be communicated to UCO Bank and invoices will be raised as per new regulations	Taxes to be paid extra on actuals basis as applicable on the date of invoice.
13	Part-III, 1.v	All end to end customization between Finacle, any middleware & SWIFT all access to be completed by vendor.		All end to end customization between Finacle, any middleware & SWIFT alliance access to be completed by vendor.

Corrigendum/Clarification

Sl. No.	Page No./ Clause No.	Existing Clauses	Modified Clauses
1	6	Bid Control Sheet Last Date and Time for receipts of technical bids: 10/11/2017 at 03:00 PM	Bid Control Sheet Last Date and Time for receipts of technical bids: 15/11/2017 at 03:00 PM
2	6	Bid Control Sheet Last Date and Time for Opening of technical bids: 10/11/2017 at 03:30 PM	Bid Control Sheet Last Date and Time for Opening of technical bids: 15/11/2017 at 03:30 PM