



UCO BANK

Department of Information Technology

Request for Proposal (RFP) for Procurement of Comprehensive Anti-Money & Trade Based Money Laundering Solution for Hongkong & Singapore Centers

RFP Ref. No: UCO/DIT/3837/2021-22 Date: 29.01.2022

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.	9	3. Eligibility Criteria - Clause 1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.	Azentio software private limited has been formed through the acquisition of 3i Infotech Products division and all products and employees in April 2021. Hence it is operational since 2021. Request you to consider eligibility since the products and resources are the same as 3i infotech which was incorporated in 1993.	Clause stands as per RFP
2.	10	3. Eligibility Criteria - Clause 3	The bidder should have a minimum annual turnover of Rs.15 Crores per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21. This must be the individual company turnover and not of any group of companies.	Please note that since we were formed in April 2021 - we can provide the financial details of 3i Infotech for last 3 years for the products division. Kindly consider this	Clause stands as per RFP
3.	10	3. Eligibility Criteria - Clause 4	The bidder submitting the offer should have positive net-worth for the last three financial years i.e. 2018-19, 2019-20 & 2020-21.	Please note that since we were formed in April 2021 - we can provide the financial details of 3i Infotech for last 3 years for the products division. Kindly consider this	Clause stands as per RFP

4.	11	3. Eligibility Criteria - Clause 10	Bidder company should have valid ISO 9001/ISO 27001 certification.	We are embarking on our journey to get Azentio certified for ISO 9001:2018 and ISO 27001: 2013. We are in middle of the certification process and expected to get the certification be end of April 2022 for Azentio. Please note that although we have ISO certification for 3i InfoTech - we are currently in the process of being certified for Azentio.	Clause stands as per RFP
5.	17	PART-II: Invitation For Bids and Instructions To Bidders - Clause 14	Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered.	Does EMD have to be submitted? What is the EMD amount or bid security amount?	Bidder should submit Bid Security Declaration
6.	21	31.Submission of Offer – Three Bid System	UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee	Does EMD have to be submitted? What is the EMD amount or bid security amount?	Bidder should submit Bid Security Declaration
7.	34	PART-IV Scope of Work	The selected bidder has to provide the Perpetual / subscription-based License of the proposed comprehensive AML & TBML solution to the Bank.	So does this mean that we can also submit subscription based pricing for the proposed solution to bank for 5 years with additional 2 years AMC / subscription fee ?	Clause modified as below: The selected bidder has to provide the Perpetual License of the proposed comprehensive AML & TBML solution to the Bank.
8.	34	PART-IV Scope of Work	10)Provide facility management support during the period of the contract	Kindly clarify on the requirements for facility management support required	RFP clause is self-explanatory. Please refer RFP page 109 for more details .
9.	34	PART-IV Scope of Work - Broad scope pt 1	The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Data center	Please clarify if the solution is for Singapore and HK only or for Singapore, HK, India operations. In the RFP - it mentions RBI, HKMA and MAS so India is included it seems. Also, if the environments will be separate for	It is for Singapore & Hongkong

			at Bangalore and Disaster Recovery (DR) at Kolkata, to integrate the proposed comprehensive AML & TBML solution with CBS (Finacle)	each country but deployed at data center in Bangalore	
10.	35	PART-IV Scope of Work - Broad scope pt 2	The proposed solution should be capable of doing following screening - Vessel Screening and tracker	Kindly provide details on vessel tracking requirements	Vessel details and tracking details as per vesseltracker.com
11.	36	PART-IV Scope of Work - Broad scope pt 8	The hardware sizing provided should be able to cater the load of next 5 years and the average CPU, Memory utilization should not exceed 70% and storage space utilization should not exceed 80%.	Please provide details on projected customer volumes for all countries on annual basis for hardware sizing. The document also mentions that the system should be sized for 5000 transactions per day in clause 39. Is this for all countries?	5000 transactions per day at Singapore & Hongkong each.
12.	36	PART-IV Scope of Work - Broad scope pt 13	The licenses of the proposed AML & TBML solution should be perpetual / subscription-based licenses in the name of the bank. The Bidder should note these licenses should have no restrictions whatsoever on data, asset size, transactions or number of non-production sites across the Bank	For subscription-based pricing - can we quote the implementation fee and annual subscription and AMC fee for 5 years?	Clause modified as below: The licenses of the proposed AML & TBML solution should be Perpetual based License in the name of the bank. The Bidder should note these licenses should have no restrictions whatsoever on data size , asset size, transactions or number of non-production sites across the Bank.
13.	39	PART-IV Scope of Work - Broad scope pt 32	The support service shall be provided on 24 x 7 basis at Kolkata for ensuring proper upkeep and maintenance of the solution. Details of onsite FM support shall be provided as mentioned in Facility Management Scope. Minimum	Need clarification on 24* 7 support. Onsite resource to provide support during business hours and offshore support during other hours?	Clause modified as below: FM support service should be provided as per the requirement mentioned in RFP page 109 under the heading "Bidder needs to factor minimum below

			Wage Clause and other regulations should be followed in the FM services.		resources during Sustenance Phase"
14.	40	PART-IV Scope of Work - 40	The given solution should be capable of pulling data on real-time. Rule processing, Data pulling, and Alert generation should be simultaneous.	Usually, AML alerts generation is a batch process, but swift and certain transactions are screened real time	As we expect integration of proposed solution to Bank's CBS/Treasury/other banking systems, hence Name screening, remittance related screening and Transaction monitoring should be on real-time basis.
15.	43	PART-IV Scope of Work - 48 Parameterization/Definition of Rules	The successful bidder should provide the source code of all the customizations made to the Bank. The Bidder is also required to perform a secure source code review of all the custom developments and share the report with bank for review and approval.	We usually do not provide the source code to bank - we can discuss regarding escrow agreement if bank is ok with this	Bank's specific customizations source code should be provided to the Bank. Rest of the source codes having out of the box functionality should be made available as per escrow arrangement.
16.	49	PART-IV Scope of Work - 57 Exit Management Plan (13)	Provide Bank or its designee a complete copy of the Bank's IP in Bidder's possession or control and of the Bidder IP that Bank is licensed or otherwise authorized to use	Need clarification on this in terms of IP.	Intellectual Property
17.	56	PART-IV Scope of Work - 63	EMS Tool for Server Monitoring and Ticket logging - Integration of the proposed solution with existing EMS tool will be the responsibility of the bidder.	Need clarification on integration with existing EMS Tool	RFP clause is self-explanatory
18.	57	67 - Testing Scope:	Needs to provide test cases to bank (at least 300) mix of positive and negative and take approval from bank on the same.	We can provide the standard base test cases to bank and business users can update the same prior to UAT	Clause stands as per RFP
19.	64	B) General	The bidder should ensure the	WE can provide the freely available	The bidder should

		Functional Modules Requirements: -	availability the proper and applicable watch list for the purpose of effective screening of the master data against list of Sanctioned individuals and companies, Politically Exposed Persons (PEPs), and other lists of high-risk individuals and organizations. The bidder should provide/bring/ on-board the following watch list with the proposed solution for the Bank	watchlists like UN, OFAC, EU, MAS etc but for PEP list, Sanction Vessel List, Port List, Dual Use Goods list - Bank needs to subscribe to 3rd party vendor such as Dow Jones or World Check so that the list/ file can be uploaded into AML solution for screening checks	provide/bring/on-board the following watch list with the proposed solution for the Bank and in this regard, bidder should factor the cost of the watch list under commercial BOM.
20.	66	4) Other General Functional Requirement†	Pre trade check facility should be available for trade based due-diligence.	Need clarification on requirement	Pre trade check facility on various items like port of loading/destination, country, currency, vessel/ship, goods, beneficiary, IE code, importer/exporter, banks, applicant, limits etc. on real time basis.
21.	68	C.Broad Scope of work as per Singapore Regulatory Requirements:	11. The proposed solution should have the capability to apply additional checks to manage the risk of impersonation. The additional checks must consist of robust anti-fraud checks that the bank routinely undertakes as part of its existing procedure.	Need more details on the types of anti-fraud checks to be part of solution w.r.t customer verification	Anti-fraud may include checks on the BL issuance, Commodity Check, Checks on the Drawer Drawee, RBI Defaulters, ECGC Defaulters, SAL list, Various sanctions by MAS/HKMA etc.
22.	68	C.Broad Scope of work as per Singapore Regulatory Requirements:	12. The proposed solution should effectively manage the ML/TF risks arising from the deferral of completion of verification are to put in place appropriate limits on the financial services available to the customer.	Need more details on the requirement	Pre trade check facility on various items like port of loading/destination, country, currency, vessel/ship, goods, beneficiary, IE code, importer/exporter, banks, applicant, limits etc. on real time basis.
23.	69	C.Broad	16. The proposed solution should	Is this for SWIFT transactions and certain	Transaction screening must be

		Scope of work as per Singapore Regulatory Requirements:	ensure that transaction screening should take place on a real-time basis.	payments or all transactions	for all the transactions (financial and non-financial messages) carried out.
24.	69	C.Broad Scope of work as per Singapore Regulatory Requirements:	22. The proposed solution should ensure enhanced CDD (Customer Due Diligence) measures to manage and mitigate any higher risks that have been identified by the bank or notified to it by the authority or other relevant authorities in Singapore.	What specific CDD measures to be implemented in features in the AML solution	According to the requirement of the regulatory authority of India, Singapore and other countries with whom Singapore centre is doing businesses /bank specific requirement
25.	70	C.Broad Scope of work as per Singapore Regulatory Requirements:	33. The proposed system should have the functionality in deriving Risk value for Tax Risk Assessment Parameter.	Need clarification on Tax Risk Assessment parameter	According to the requirement of the regulatory authority of India, Singapore and other countries with whom Singapore centre is doing businesses /bank specific requirement
26.	72	C.Broad Scope of work as per Singapore Regulatory Requirements:	46. The proposed system should have the functionality to derive the value for risk override parameter "Task Risk Assessment" based upon system configurations.	Need clarification on Task risk assessment parameter	According to the requirement of the regulatory authority of India, Singapore and other countries with whom Singapore centre is doing businesses /bank specific requirement
27.	72	D. Broad Scope of work as per Hongkong Regulatory Requirements:	5. The proposed solution should perform customer level or (for non-customers) transaction-level risk assessment by referring to the risk-based approach as set out in chapter 3 of the AMLO guideline.	Please provide details on how noncustomer transaction level alerts can be assessed by the system since unique code to be present for transaction screening and risk assessment	Clause stands as per RFP

28.	119	Part V - 10.Performance Bank Guarantee	In case the Service Level Agreement/Contract is extended, the selected Bidder shall have to submit the Bank Guarantee equivalent to 10% of the project RFP REF No. UCO/DIT/3837/2021-22 Date: 29.01.2022 Page: 120 / 210 cost/Total Cost of Ownership (TCO) for the extended period along with a claim period of three (3) months	Does this imply that the Bank guarantee for extension for SLA extension would be equal to 10% of the additional cost or total Project cost	RFP clause is self explanatory
29.		Annexure XX-- Masked Commercial Bill of Material - Other Cost	Escrow cost	Would the escrow cost be borne by bank or bidder?	Escrow cost shall be borne by bidder.
30.	176	Annexure- XVII - FUNCTIONAL REQUIREMENT - req 9 & 10	The Solution should come with access capabilities to consolidate enterprise-wide data. 9) The solution should come with Data Manipulation & Predictive Analytics Capability. 10) The Solution should come with ad-hoc query, data visualization, predictive analytics profiling, clustering & segmentation.	As part of the AML & TBML offering, does the scope of requirement mandate analytics using AI/ ML providing predictive analytics capability, profiling, clustering and segmentation.	Yes. Your understanding is correct.
31.	177	Annexure- XVII - FUNCTIONAL REQUIREMENT - req 28	The solution should have ability to update a rule or profile integrated with the case management tool	Need clarification on the requirement with an example	RFP clause is self-explanatory
32.	185	Annexure- XVII - FUNCTIONAL	The solution should have retrospective analysis, looking for other like events after updating	Kindly provide details on retrospective analysis feature requirement	RFP clause is self-explanatory

		L REQUIREMENT - req 78	additional information about a case or alert. Once a case is closed, the solution should re-score rules or models for future analysis.		
33.	43	47.2	Bidder needs to note that bank will only provide hosting space, network port, power, security (Anti-virus) and cooling.	Please specify the Antivirus Name and Version to calculate the cores on per Physical Server / VM to run system smoothly.	Bidder needs to quote the same by provisioning the sizing on the higher side
34.	55	62	Bidder needs to factor 100 cartridges for the project, any additional cartridges will be provided by the Bank.	Does bidder need to propose 100 Cartridges for both DC and DR? OR the total number are 100?	Total number of 100 cartridges.
35.	Page No. 11	Eligibility Criteria, Clause No. 11	The proposed solution should be Implemented in overseas centres (Hongkong /Singapore) in any Indian schedule commercial Bank having more than 1500 offices/ branches in India.	Request Bank to modify the clause as under: The proposed solution should be Implemented in overseas centres (Asia Pacific/ Middle East) in any Indian schedule commercial Bank having more than 1500 offices/ branches in India.	Clause modified as below: The proposed solution should be Implemented in abroad in any Indian schedule commercial Bank having more than 1500 offices/ branches in India.
36.	Page No. 39	Broad Scope of Work as per Standard Requirement, Clause No. 33	DC & DR sites will be located at two different geographical locations	We understand that the Banks DC at Bangalore and DR at Kolkatta are in two different geographical locations. Request Bank to kindly confirm the same.	Your understanding is correct
37.	Page No. 113	Payment Terms	<u>Hardware:</u> 70% on delivery of the hardware 30% on successful installation and acceptance of the infrastructure / hardware by the bank <u>DB, OS & other peripherals:</u> 70% on delivery of licenses 30% on successful implementation	Request Bank to modify the payment terms as under: <u>Hardware:</u> 90% on delivery of the hardware 10% on successful installation and acceptance of the infrastructure / hardware by the bank	Clause stands as per RFP

			and Acceptance <u>Solution License:</u> 60% on delivery of base license 10% on successful completion of current state assessment, gap analysis and system specification definition 10% on UAT sign-off 10% on successful release of customized software to production, 10% one month after successful release of application to production	<u>DB, OS & other peripherals:</u> 100% on delivery of licenses <u>Solution License:</u> 100% on delivery of solution license	
38.	110	5.1 Minimum Technical Specifications for new Hardware, Software for AML solution: -.	Tape Library: LTO7/LTO8 drives for DC and DR to cater to the Backup requirement. These drives will be in a separate virtual partition on the existing library. A suitable Backup Software and necessary hardware should be factored in for backing up AML data on to the tape library.	Please remove "existing library" clause as we understand new tape backup solution to be proposed	Yes. Your understanding is correct. New tape backup solution is required to be proposed.
39.	201	Specification of Hardware	Total Storage (DC, DR, UAT) (DC& DR-Raid 1+0 & UAT- RAID 5)	Please remove RAID mentioned here. This is solution centric RFP. Allow bidders to size hardware according to solution requirement.	Please refer corrigendum
40.	115	Implementation of roadmap and schedule of delivery	Delivery of Hardware & software at DC & DR= T+6 Weeks	Request you to kindly change the delivery time line as mentioned below due to the Global supply chain issue. Delivery of Hardware & software at DC & DR= T+12 Weeks	Clause stands as per RFP
41.			General Query	Please provide TPS, no of users and concurrent users,	Max 5000 txns per day at each centre.

					Total No of users 100 at each centre.
42.	202	Annexure XXI	Format of Commercial bid is attached herewith as separate annexure	Please provide format of Annexure XXI	Please refer RFP zip file published on the website
43.	113	For hardware	a) There will be no advance payments. There will be no interest on late payment	Request you to modify advance payments schedule to 50% with purchase order	Clause stands as per RFP
44.	201	Specification of Hardware	Total Storage (DC, DR, UAT) (DC& DR-Raid I+0 & UAT- RAID 5)	Please confirm no of DC-DR servers, networking components required (Switches, Firewalls, cabling, racks etc)	Please refer corrigendum
45.	201	Specification of Hardware	Total Storage (DC, DR, UAT) (DC& DR-Raid I+0 & UAT- RAID 5)	Please provide existing load and year on year growth to size the hardware	Please refer corrigendum
46.	115	5. Schedule of Implementation	Project Timelines	Please relax project implementation timelines a bit as they are very stringent.	Clause stands as per RFP
47.	61	ESCROW Arrangement	The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the proposed solution which have been duly reviewed by an external independent organization.	Request bank to consider the following: The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bank. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the proposed solution which have been duly reviewed by an external independent organization.	Clause stands as per RFP
48.	170	9.	(d) Indemnification: The Receiving	Request bank to consider the following:	Clause stands as per RFP

		Arbitration and Equitable Relief.	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 part of the subject matter of this Agreement.	The Receiving Party shall indemnify the Bank and hold the Bank harmless against IPR infringement of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.	
49.	34	PART IV Scope of Work	The selected bidder has to provide the Perpetual / subscription-based License of the proposed comprehensive AML & TBML solution to the Bank. Training is to be provided by selected bidder to the UCO Bank Team.	In case if the bidder is to quote subscription commercial model, is the bank looking for a monthly subscription based commercials payable on a monthly basis or an annual subscription fee payable yearly in advance? Kindly clarify	Please refer corrigendum
50.	34	PART IV Scope of Work	1) Supply, install, implement, maintain, and support the new proposed comprehensive AML & TBML solution for the tenure of the contract at the Data Centre and Disaster Recovery Site.	Kindly confirm that the transaction data of Singapore and Hongkong operations will be made available in the DC & DR sites within India.	Your understanding is correct
51.	34	PART IV Scope of Work	2) Perform Data Migration from existing systems to proposed systems	Kindly provide the size of data to be migrated from existing system.	At present Bank is maintaining two different system for AML & TBML operation. Size of the both data will be around 1TB.
52.	34	PART IV Scope of Work	3) Integrate with existing and required interfaces	Kindly provide the detailed list of all the systems that are to be interfaced with the proposed AML solution.	CBS, FRM, Treasury, SWIFT, Watch List, MIS, CIMS, Regulatory Authority, SWIFT Middleware application, Nostro reconciliation, EMS tool, HP Arc sight solution, Anti-virus, Active Directory, Domain and any other Banking/Non-banking entities which are available in


					the Bank or will be available in the Bank but not specified in the above list.
53.	34	PART IV Scope of Work	8) Design, Size and maintain the required hardware, middleware, software and new solutions at DC, DR.	Is supply of back-up solution is scope of the bidder or shall we leverage existing backup solution at the bank? Kindly clarify	Supplying of the Back-up solution is under scope of the bidder
54.	34	PART IV A. Broad Scope of Work as per Standard Requirement:	1. The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery (DR) at Kolkata, to integrate the proposed comprehensive AML & TBML solution with CBS (Finacle 10.2.09) and other ancillary banking applications as per Bank's requirement	Kindly provide the list of ancillary banking applications other than Finacle that need to be interfaced with the proposed AML & TBML solution.	CBS, FRM, Treasury, SWIFT, Watch List, MIS, CIMS, Regulatory Authority, SWIFT Middleware application, Nostro reconciliation, EMS tool, HP Arc sight solution, Anti-virus, Active Directory, Domain and any other Banking/Non-banking entities which are available in the Bank or will be available in the Bank but not specified in the above list
55.	34	PART IV A. Broad Scope of Work as per Standard Requirement:	1. The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery (DR) at Kolkata, to integrate the proposed comprehensive AML & TBML solution with CBS (Finacle 10.2.09) and other ancillary banking applications as per Bank's requirement	Is the bank running separate instances of Finacle CBS and other applications for Singapore and Hongkong and does the proposed AML&TBML solution needs to integrate with each instance separately? Kindly clarify	Your understanding is correct
56.	34	PART IV A. Broad	1. The Bidder is required to supply required Hardware and Software	Are the Finacle CBS & other applications running in single tenant multi entity mode	Same shall be shared with the successful bidder

		Scope of Work as per Standard Requirement:	(OS/Application) with required licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery (DR) at Kolkata, to integrate the proposed comprehensive AML & TBML solution with CBS (Finacle 10.2.09) and other ancillary banking applications as per Bank's requirement	and the proposed solution needs to integrate with single instance of the respective solutions? Kindly clarify	
57.	34	PART IV A. Broad Scope of Work as per Standard Requirement:	1. The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery (DR) at Kolkata, to integrate the proposed comprehensive AML & TBML solution with CBS (Finacle 10.2.09) and other ancillary banking applications as per Bank's requirement	Is the bank looking for two separate instance (one each for Singapore and Hongkong) of the proposed solution to be deployed?	Should be physically separated from each other
58.	34	PART IV A. Broad Scope of Work as per Standard Requirement:	1. The Bidder is required to supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery (DR) at Kolkata, to integrate the proposed comprehensive AML & TBML solution with CBS (Finacle 10.2.09) and other ancillary banking	In case if the bank is looking for two separate solution instances for Singapore and Hongkong, does the underlying HW also needs to separate or can this two instance be deployed on the same HW on separate Virtual Machines (VMS)? Kindly clarify	Should be physically separated from each other

			applications as per Bank's requirement		
59.	35	PART IV A. Broad Scope of Work as per Standard Requirement:	2. The proposed solution should be capable of doing following screening and monitoring in robust and dynamic mode -	Will the bank provide necessary sanctions screening/watchlists database subscription? If yes, kindly provide the lists names.	Bidder has to provide all the sanctions screening /watch lists and should factor cost of the same in commercial bid
60.	36	PART IV A. Broad Scope of Work as per Standard Requirement:	Bidder needs to note that the environment for all the 2 countries should be separate physically from each other. · Production at DC in HA (High Availability Active – Active) · DR - Should be deployed at 100% capacity of Production	Does DR also need to be in HA (High Availability Active – Active)? Kindly clarify.	Please refer corrigendum
61.	36	PART IV A. Broad Scope of Work as per Standard Requirement:	14. The proposed comprehensive AML & TBML solution should be capable of generating all the regulatory/statutory reports as per required format. The solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory authorities, within the timelines stipulated by the regulatory bodies (RBI/MAS/HKMA/FIU-IND etc.) during the contract period at no additional cost to the Bank.	Kindly provide the regulatory reporting formats to be submitted to MAS and HKMA	No such regulatory returns submitted to MAS/HKMA. No specific format. Only STR to be filed as and when required. Format provided by SPF or Commercial Affairs Dept. Regulatory reports usually include the following information: Customer Profile- Number of Customers with different parameters like Nationality wise, Risk wise, number of transaction, volume of transactions, PEP etc. Transactions with different parameters like volume wise, territory wise, risk wise, country wise.

62.	39	PART IV A. Broad Scope of Work as per Standard Requirement:	32. The support service shall be provided on 24 x 7 basis at Kolkata for ensuring proper upkeep and maintenance of the solution. Details of onsite FM support shall be provided as mentioned in Facility Management Scope. Minimum Wage Clause and other regulations should be followed in the FM services.	It is our understanding from the RFP that the bank's DC is in Bangalore. So kindly clarify whether 24X7 support is required in bank's DC i.e. in Bangalore or in DR i.e. Kolkata?	FM support service should be provided as per the requirement mentioned in RFP page 109 under the heading " Bidder needs to factor minimum below resources during Sustenance Phase"
63.	39	PART IV A. Broad Scope of Work as per Standard Requirement:	34. Training: - Technical & Admin Training for 5 to 10 people batch for one day in Kolkata, Bangalore, Singapore & Hongkong at preferably at Bank's premises.	Can we train bank's resources in Singapore and Hongkong virtually ? Kindly clarify.	Clause modified as below: Technical & Admin Training for 5 to 10 people batch for one day in Kolkata & Bangalore preferably at Bank's premises and virtually in Singapore & Hongkong.
64.	51	PART IV A. Broad Scope of Work as per Standard Requirement:	60. Sizing of infrastructure 1) The successful bidder is required to provide the necessary hardware (Server, Storage, OS and Database etc.), to operationalize the complete Solution as proposed in the bid.	Does the bank has signed EULA with any Database provider which can be leveraged for this implementation. If yes, kindly provide the database details.	Bank already have EULA with ORACLE for the components as mentioned in the RFP. However, for TCO comparison purpose bidder has to quote ORACLE license price under Database line item of Commercial bid format. The licenses for Oracle components as proposed by the bidder will be shared by the Bank, however, the same shall be required for the purpose of RFP evaluation but not for the purpose of procurement. In case if the proposed application is compatible with any other enterprise level database other

					than Oracle then the number of licenses and cost for the database license and ATS should be quoted in the commercial format in the respective fields.
65.	53	PART IV A. Broad Scope of Work as per Standard Requirements:	61. Environments Logical separation / Virtualization for Test, Dev and Training can be done in a dedicated non-production environment.	Does separate non-production environments required for Singapore and Hongkong?	Separate non-production environments are required for Singapore and Hongkong center.
66.	62	PART IV B. General Functional Modules Requirements: -	1. Deduplication Provision for identifying the Multiple customers IDs. (UCIC/De-duplication Model). Capable of grouping of the data of multiple Customer ID into Branch wise and Region wise for de-duplication and keeping the track record of de duplication process/progress. The solution should be capable of identifying multiple Customer ID of a single customer on parameters like Date of Birth, Driving License, Passport, Foreign Identification number, Unique Entity Number, Telephone/Mobile number etc. for the purpose of de-duplication of customer IDs.	Data deduplication is required only for bank's Singapore and Hongkong operations? Kindly confirm	Yes
67.	62	PART IV B. General Functional Modules	1. Deduplication	Average number of on-boarding customers in a day for Singapore operations Average number of on-boarding customers in a day for Hongkong operations	Average 20 customers per day for each centre.

		Requirements: -		Average Yearly Growth of the on-boarding customers.	
68.	62	PART IV B. General Functional Modules Requirements: -	1. Deduplication	Total number of customers in Singapore operation Total number of customers in Hongkong operation Average Yearly Growth of the customers.	At present 5000 customers in each centres.
69.	62	PART IV B. General Functional Modules Requirements: -	1. Deduplication	Total number of Accounts in Singapore operation Total number of Accounts in Hongkong operation Average Yearly Growth of the Accounts.	At present 10000 accounts in each centres.
70.	74	PART IV E. Successful bidder preferably has a local office/representative office at Singapore and Hongkong. Post Go live Support/Facilities Management		 Total number of AML system users who will be accessing the proposed system from Singapore office	Solution should be capable of handling minimum number of 100 Users.
71.	74	PART IV E. Successful bidder		Total number of AML system users who will be accessing the proposed system from Hongkong office	Solution should be capable of handling minimum number of 100 Users.

		preferably has a local office/representative office at Singapore and Hongkong. Post Go live Support/Facilities Management			
72.	74	PART IV E. Successful bidder preferably has a local office/representative office at Singapore and Hongkong. Post Go live Support/Facilities Management		Total number of offices/branches in Singapore	one
73.	74	PART IV E. Successful bidder preferably		Total number of offices/branches in Hongkong	one

		has a local office/representative office at Singapore and Hongkong. Post Go live Support/Facilities Management			
74.	109	Application management including day end, day begin, month end, year end, periodic and daily backups	Bidder needs to factor minimum below resources during Sustenance Phase	Kindly confirm that the resources to be deployed for the entire contract duration of 5 years	Yes for entire contract period
75.	194	Annexure - XVIII Technical Requirement 4.1	The data required in the proposed solution which is not available in the existing AML solution has to be extracted from other source systems and uploaded to the proposed solution by the Vendor without any manual intervention.	We request the bank to provide the list of the source systems which need to be integrated with the proposed AML solution.	CBS, FRM, Treasury, SWIFT, Watch List, MIS, CIMS, Regulatory Authority, SWIFT Middleware application, Nostro reconciliation, EMS tool, HP Arc sight solution, Anti-virus, Active Directory, Domain and any other Banking/Non-banking entities which are available in the Bank or will be available in the Bank but not specified in the above list
76.	172	Annexure	7. The proposed solution should be	We request the Bank to remove this clause	Clause modified as below:

		XVI ELIGIBILITY COMPLIAN CE	Implemented in overseas centres (Hongkong /Singapore) in any Indian schedule commercial Bank having more than 1500 offices/ branches in India.	because not many Indian banks have their operations in Singapore and Hongkong, which will prevent many experienced vendors from participating in the RFP.	The proposed solution should be Implemented in abroad in any Indian schedule commercial Bank having more than 1500 offices/ branches in India.
77.	63	3. Online Customer Screening of Sanction list/Negative List such as OFAC/ UN Sanction list/ any list stipulated by the Local Regulators from time to time etc.	It should also be possible to add new lists as and when they are introduced in future at no additional cost to the Bank. The lists should be updated straight through process (SFTP/API) as far as possible, as and when notifications are received from regulators. Users should also be able to create/maintain internal watch lists to monitor certain customers/commodities as and when required.	Requesting bank to kindly accept that "Cost of addition of new lists in future shall be discussed and mutually agreed with the vendor"	Clause stands as per RFP
78.	187	KYC & AML Requirements Point 100	System should provide a list manager to manage various black-lists provided by regulatory authorities such as lists provided by RBI, MAS, HKMA, FRC ,OFAC -SDN , lists issued time to time by the law enforcement agencies ,PEP lists, UNSCR lists , High risk countries list etc. It should also be possible to add new lists as and when they are introduced in future. The lists should be updated as and when notifications are received from regulators.	Please confirm if the bank has subscribed to any paid watch lists? If yes, provide the list names.	Query not admissible
79.	61	69. ESCROW	The Bank and the Vendor shall	We will sign escrow with a bank identified	Clause stands as per RFP

		Arrangement	enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the proposed solution which have been duly reviewed by an external independent organization.	escrow agent and requesting bank to bear the cost of escrow agreement. Please confirm.	
80.	194	2. Integration Application Requirements	Ability to integrate to support online, real time and batch operation.	In case of batch processing, kindly provide the expected batch window for end of day transaction processing? i.e. In how many hours we will have to process the transactions and generate alerts.	In case of batch processing alerts should preferable be done every 2-4 hours
81.	34	PART - IV Scope of Work	Perform Data Migration from existing systems to proposed systems.	Requesting bank to provide the approximate data size that has to be migrated from the existing systems to the proposed systems ?	At present Bank is maintaining two different system for AML & TBML operation. Size of the both data will be around 1TB.
82.	179	Annexure - XVII Functional Requirement 42	Customer screening at the time of on boarding (real time) as well as periodically screening in batch mode against the sanctioned lists.	Is the bank looking for Real-time screening of new on boarded customers for both Singapore and Hongkong regions. Please confirm.	As we expect integration of proposed solution to Bank's CBS/Treasury/other banking systems, hence Name screening, remittance related screening and Transaction monitoring should be on real-time basis.
83.	63	2. Risk Categorisation	There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer	How frequently Customer Risk Categorization (CRC) is to be run for the entire customer base.	It will be as per bank's internal AML policy. The period is 1-5 years.

			data.		
84.	63	2. Risk Categorisation	The proposed solution should categorize accounts into risk categories – High, Medium, and Low– as per the risk rating mechanism in tune with the AML policy.	Please confirm the frequency for Customer Risk Categorization (CRC) re-check for High, Medium and Low-risk customers.	It will be as per bank's internal AML policy. The period is 1-5 years.
85.	63	2. Risk Categorisation	There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer data.	Please confirm that in how many chunks we need to run the CRC. E.g. if the Bank has 1 million customers, then in a single day the bank may want us to run CRC for 100,000 customers chunks each.	CRC will can be done on daily or weekly bases, as number of customer in each of the centres is less than 100,000.
86.	63	2. Risk Categorisation	There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer data.	Please confirm the expected Batch window to run CRC in terms of a number of days. i.e. based on the example given above it will take 10 days to complete CRC on the entire customer base.	CRC will can be done on daily or weekly bases, as number of customer in each of the centres is less than 100,000.
87.	56	63. EMS Tool for Server Monitoring and Ticket logging	Bank is already having an EMS tool which will be augmented to bidder for tracking and monitoring the SLA and response time of the call logged by the users.	Please confirm the total number of AML system users / investigator access required for centralized investigation team of the bank ?	Solution should be capable of handling minimum number of 100 Users.
88.	56	63. EMS Tool for Server Monitoring and Ticket logging	Bank is already having an EMS tool which will be augmented to bidder for tracking and monitoring the SLA and response time of the call logged by the users.	Please confirm the proposed AML solution users / investigators from the bank's side, will be based out of India or Singapore/Hongkong.	Clause stands as per RFP
89.	111	4. Warranty, AMC & ATS For Software and Licenses	The Selected Bidder must provide 1 (One) year comprehensive on-site warranty after completion of Implementation (Go-Live Sign off), which should be completed within 6 months from the date of issuance of Purchase Order	We request the bank to allow a minimum of 8 months time to implement the project, from the date of issuance of Purchase Order, given the broad scope of work and implementation for two different countries.	Clause stands as per RFP

90.	63	3. Online Customer Screening of Sanction list/Negative List such as OFAC/ UN Sanction list/ any list stipulated by the Local Regulators from time to time etc.	There should be support for list scanning of account /customer database against watch lists – incremental screening should be there if there are any updates to the watch list data or customer data. All new customers should be checked against blacklists, watch lists data. And there should be provision to run search against existing customers as and when required.	Please provide the details on the existing watchlist (Internal and Third-party lists) available at the Bank: 1. Number of Watch lists 2. Names of Watch Lists 3. Number of Entities in each list	Shall be shared with the successful bidder
91.	11	Part I - 3 -7 Eligibility criteria	The proposed solution should be Implemented in overseas centres (Hongkong /Singapore) in any Indian schedule commercial Bank having more than 1500 offices/ branches in India.	<u>Point 7</u> Could you allow for implementations in foreign branches other than Hong Kong and Singapore? Alternatively, if the solution has been implemented in a HK/ SG bank (non-Indian), can that reference be used instead?	Clause modified as below: The proposed solution should be Implemented in abroad in any Indian schedule commercial Bank having more than 1500 offices/ branches in India.
92.	41	Part IV - A - 44 Scope of work	The entire implementation will be carried out in the bank's premises	<u>Point 44 - Project Implementation</u> We understand that the implementation will be carried out in Kolkata and no travel will be required to Hong Kong / Singapore. Please confirm	The entire implementation will be carried out from the bank's premises located at Kolkata & Bangalore.
93.	41	Part IV - A - 44 Scope of work	16) Internal audit of the application	<u>Point 44 - Project Implementation</u> Sub point 16: Internal audit of the system - Please clarify the exact nature of this requirement. - What is the scope of such audit? - What will the timing of such audit be?	Will be shared with the successful bidder according to the regulatory requirements.
94.	42	Part IV - A - 46	Gap Identification and Resolution 1) The Bidder is expected to	<u>Point 46 - Gap identification and resolution</u> We understand that gap analysis in this	Gap study shall be done for all categories.

		Scope of work	<p>provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.</p> <p>2) The Bidder will give adequate time to the Bank for reviewing the gap report.</p> <p>3) The Bidder will incorporate all the suggestions made by the Bank to the gap report.</p> <p>4) The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the timelines agreed, for the implementation and roll out</p>	<p>context refers to assessing as-is system functionalities vis-à-vis required system features, and documenting required customisations in the BRD.</p> <p>The gap analysis does not include any kind of process reviews / control reviews and documenting of corresponding gaps.</p> <p>Please confirm.</p>	
95.	42	Part IV - A - 46 Scope of work	<p>Gap Identification and Resolution</p> <p>1) The Bidder is expected to provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.</p> <p>2) The Bidder will give adequate time to the Bank for reviewing the gap report.</p> <p>3) The Bidder will incorporate all the suggestions made by the Bank to the gap report.</p> <p>4) The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the timelines agreed, for the implementation and roll out</p>	<p><u>Point 46 - Gap identification and resolution</u></p> <p>Based on the above, please highlight on the specific requirements of the 'gap assessment report'.</p> <p>Our understanding is that all 'gaps' will be addressed and solutions will be incorporated in the BRD</p>	<p>Your understanding is correct.</p>
96.	57	Part IV - A -	Testing Scope	<u>Point 67 - Testing scope</u>	Pre-Implementation

		67 Scope of work	1) Bidder's testing team will be responsible for performing below activities for proposed solution: o Perform System Integration Testing o Perform User Acceptance Testing o Perform Critical field level testing (Pre-& Post)	Critical field level testing (Pre-& Post) - Could you please elaborate on this?	Post-implementation
97.	35, 62	Part IV - A.2 Part IV - B Scope of work, General Functional Modules Requirements		<p>The in-scope requirements provided under Part IV, Section A.2 (pg. 35) are limited to Screening only (as listed below)</p> <ul style="list-style-type: none"> - Transaction Screening & Monitoring - Name Screening - Client Screening - Trade based/remittance related screening - SWIFT screening - Vessel Screening and tracker - Port Screening - Goods/ Dual Goods Screening <p>However, the requirements listed in Part IV, Section B (page 62 onwards) includes the following:</p> <ul style="list-style-type: none"> - Deduplication - Risk categorisation - Online customer screening - Other general functional requirements <p>Please confirm the final list of in-scope requirements.</p>	Clause stands as per RFP
98.	57	66. Integration Point 5	Below is the list of the existing and the future integrator system which bidder needs to do. Bidder needs to factor all the cost of these integrator – CBS, Treasury, MIS,	<p>For us to size the hardware appropriately, requesting the bank to provide the transaction volumes as requested below.</p> <ul style="list-style-type: none"> • Core Banking System (CBS) (for current year) 	Solution should be capable for present customer base of 5 to 10K customers and 10k to 20k accounts with YOY growth of 15-30%.

			Reporting Agency, Any other source/destination not mentioned herein, All non-banking entities, All the Overseas/Domestic subsidiaries/reporting agencies	For Singapore <ul style="list-style-type: none"> Core Banking System Name: Finacle Total Number of Customers Total Number of Accounts Total Number of Branches Total Number of core banking transactions in a day, month and year Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth % TPS that core banking system is sized for average TPS for core banking transactions Peak tps for core banking transactions Peak Concurrent user logins Average Concurrent user logins 	Solution should be able to handle Transactions of 10k to 30K per day with a minimum handling capacity of 100 users.
99.	57	66. Integration Point 5	Below is the list of the existing and the future integrator system which bidder needs to do. Bidder needs to factor all the cost of these integrator – CBS, Treasury, MIS, Reporting Agency, Any other source/destination not mentioned herein, All non-banking entities, All the Overseas/Domestic subsidiaries/reporting agencies	<ul style="list-style-type: none"> Core Banking System (CBS) (for current year) For Hongkong Core Banking System Name: Finacle Total Number of Customers Total Number of Accounts Total Number of Branches Total Number of core banking transactions in a day, month and year Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth % TPS that core banking system is sized for average TPS for core banking 	<p>Solution should be capable for present customer base of 5 to 10K customers and 10k to 20k accounts with YOY growth of 15-30%.</p> <p>Solution should be able to hand Transactions of 10k to 30K per day with a minimum handling capacity of 100 users.</p>

				<ul style="list-style-type: none"> transactions • Peak tps for core banking transactions • Peak Concurrent user logins • Average Concurrent user logins 	
100.	180	Annexure XVII FUNCTIONAL REQUIREMENT Point 45	The solution should interface/integrate with existing SFMS-SWIFT system for all types of financial/non-financial messages (MT/ISO 20022/ any other format) or any other types of messages introduced by SWIFT in future as per requirement and Trade finance/CBS/Treasury systems through IBM Websphere MQ (latest version) and web service	<ul style="list-style-type: none"> • Remittances (SWIFT) For Singapore • Total number of remittance transaction in a day, month and year • Average TPS of remittance transactions • Peak TPS of remittance transactions • Expected YoY Transaction growth % 	Solution should be able to hand Transactions of 10k to 30K per day. With expected YoY growth of 15-30%.
101.	180	Annexure XVII FUNCTIONAL REQUIREMENT Point 45	The solution should interface/integrate with existing SFMS-SWIFT system for all types of financial/non-financial messages (MT/ISO 20022/ any other format) or any other types of messages introduced by SWIFT in future as per requirement and Trade finance/CBS/Treasury systems through IBM Websphere MQ (latest version) and web service	<p>Remittances (SWIFT) For Hongkong</p> <p>Total number of remittance transaction in a day, month and year</p> <p>Average TPS of remittance transactions</p> <p>Peak TPS of remittance transactions</p> <p>Expected YoY Transaction growth %</p>	Solution should be able to hand Transactions of 10k to 30K per day. With expected YoY growth of 15-30%.
102.	67	C. Broad Scope of work as per Singapore Regulatory Requirements Point 2	The proposed solution should ensure proper controls and procedures in place to address the risks of dealing with sanctioned parties and vessels for trade finance transactions on real time basis	<ul style="list-style-type: none"> • Trade Finance For Singapore • Total number of Trade Finance transaction in a day, month and year • Average TPS of Trade Finance transactions • Peak TPS of Trade Finance 	Solution should be able to hand Transactions of 10k to 30K per day. With expected YoY growth of 15-30%.

				<ul style="list-style-type: none"> transactions Expected YoY Transaction growth % 	
103.	67	C. Broad Scope of work as per Singapore Regulatory Requirements Point 2	The proposed solution should ensure proper controls and procedures in place to address the risks of dealing with sanctioned parties and vessels for trade finance transactions on real time basis	<ul style="list-style-type: none"> Trade Finance For Hongkong Total number of Trade Finance transaction in a day, month and year Average TPS of Trade Finance transactions Peak TPS of Trade Finance transactions Expected YoY Transaction growth % 	Solution should be able to hand Transactions of 10k to 30K per day. With expected YoY growth of 15-30%.
104.	NA	General	General	<ul style="list-style-type: none"> Any Other System X (for current year) System X Name and Vendor Total number of Account in System X Total transactions volume per day Total transactions volume per month Total transactions volume per Year Average TPS of all transactions in System X Peak TPS of all transactions in System X Hourly max Transactions (Max Transactions. observed in an hour) Expected YoY Transaction growth % 	Bidder has to make provision for the respective items based on the interface integration and parameters as mentioned in this corrigendum and RFP
105.	10	3 (1)	bidder should not be a subsidiary of a foreign company	If a subsidiary of a foreign company is operating in India for more than a decade catering to requirements of Indian clients, the same should give enough comfort to bank. We request to please delete this clause	Clause stands deleted
106.	10	3 (3)	bidder should have a minimum annual turnover of Rs.15 Crores per year	With a view to selecting bidder with sound financials, we suggest to please change turnover criteria as min. 100 cr per year	Clause stands as per RFP

107.	13	Part II - 1	UCO Bank Invites Request for Proposal (RFP) from the prospective Bidders having proven experience and competence	Please see if it should be 'UCO Bank Invites proposal from the prospective Bidders having proven experience and competence	Clause stands as per RFP
108.	13	Part II - 1	selected Bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank	Bid for such a complex requirement is likely to have some deviations, clarifications. We request to please allow submitting them. Those can be discussed with bank	Clause stands as per RFP
109.	16	8	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	We request to please modify / delete this clause. Information given in RFP is basis of solution proposed and bidder relies on those information	Clause stands as per RFP
110.	32	2.2 (d)	Non-compliance to any of the technical requirement in Annexure – XVII & XVIII may attract rejection of the proposal	Please clarify if response as 'no' (i.e., functionality not available) to a technical requirement in Annex XVII, XVIII would lead to bid rejection or bid would be rejected if no response is given against a requirement. In case of former, we request bank to please delete this clause as it's possible that some of the requirements may not be available as a feature in proposed solution (feasibility to achieve those functionalities may be looked into as customization to solution). Bank may please like to introduce another response type as 'C- customised	Clause stands as per RFP
111.	35	Part IV - A	in case Bank plan to upgrade CBS version in future the Bidder should provide redeployment of the proposed comprehensive Anti-Money Laundering (AML) & Trade based Money Laundering (TBML)	It is not possible to ascertain at this point the changes in future upgrade of CBS and as such the changes needed in AML-TBML solution. We request bank to please delete this clause. Future changes may be handled	Clause stands as per RFP

			solution during contract period, without any extra cost to the Bank		
112.	35	Part IV - A	proposed solution should be capable of doing following screening and monitoring in robust and dynamic mode	Please clarify what is meant by dynamic mode – is it real time	As we expect integration of proposed solution to Bank's CBS/Treasury/other banking systems, hence Name screening, remittance related screening and Transaction monitoring should be on real-time basis.
113.	35	Part IV - A	Setup and maintenance of all the environments for the solution i.e. Production, DR, Development, Testing, etc	Please specify if any other environment than Production, DR, Development, Testing is to be set up. The same point subsequently mentions training environment also. Is Training, Test & Development a single environment	Please refer corrigendum
114.	35	Part IV - A	During requirement gathering bidder need to provide 2 Document specify to the country i.e. Singapore and Hongkong	Please clarify if implementation is to meet regulatory / internal requirements of Hong Kong, Singapore or of India as well	It is for Singapore, Hongkong and of India as well
115.	36	Part IV - A	All the customization / enhancement / products / parameter change needs to be applied in these environments on periodic basis which should not be greater than 1 month	As the extent of enhancement / changes to be carried out is not known at this point, we request to please change this clause as 'All the customization / enhancement / products / parameter change needs to be applied in these environments on periodic basis	Clause stands as per RFP
116.	36	Part IV - A	Bidder should note these licenses should have no restrictions whatsoever on data, asset size, transactions or number of non-production sites across the Bank	OEMs typically have licensing criteria like asset size of bank, no. of users etc. we request bank to please specify these two parameters for licensing	Clause stands as per RFP
117.	36	Part IV - A	solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory authorities, within the	Changes needed to generate future reports are not possible to be ascertained at this moment and as such cost therefor cannot be estimated. We request bank to please	No such regulatory returns submitted to MAS/HKMA. No specific format. Only STR to be filed as and when

			timelines stipulated by the regulatory bodies (RBI/MAS/HKMA/FIU-IND etc.) during the contract period at no additional cost to the Bank	modify this clause as 'solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory authorities, within the timelines stipulated by the regulatory bodies (RBI/MAS/HKMA/FIU-IND etc.) during the contract period	required. Format provided by SPF or Commercial Affairs Dept. Regulatory reports usually include the following information: Customer Profile- Number of Customers with different parameters like Nationality wise, Risk wise, number of transaction, volume of transactions, PEP etc. Transactions with different parameters like volume wise, territory wise, risk wise, country wise.
118.	37	Part IV - A	proposed solution should migrate the existing data and archive data consisting of open/closed alerts of the existing AML solution and would be readily available for inquiry purposes	Please clarify that bank will provide data from existing system incl. archive data in template given by us. Pl specify no. of years of data to be migrated and volume thereof	All data available in the system
119.	37	Part IV - A	proposed solution should comply with the existing or future time-to-time guidelines on KYC- AML & Combating of Terrorism Financing from various regulators/enforcement agencies like RBI, IBA, FIU-IND, UIDAI, SEBI, FATF, MAS, HKMA etc. As and when new guidelines are issued from such regulatory authorities, the Bidder should incorporate the same in the solution and at no additional cost to the Bank during the contract period	It is not possible to ascertain at this moment extent of future changes needed and estimates therefor. We request to please delete 'at no additional cost to bank' from this clause. Please specify if only requirements under HKMA, MAS, FATF guidelines are to be met as bank has AML solution for India	Clause stands as per RFP
120.	38	Part IV - A	At least first 4 DR drills to be	Please clarify if bidder to conduct 4 DR drills	Clause modified as follows:

			conducted by OEM after successful implementation of proposed solution and training to be given to the UCO Bank's staff. Subsequently all DR Drill to be performed by bidder	immediately after go live or all drills during contract period to be conducted by bidder. In latter case, please specify no. of drills to be carried out in contract period	At least first 4 DR drills in a year to be conducted by bidder after successful implementation of proposed solution and training to be given to the UCO Bank's staff. Subsequently all DR Drill to be performed by bidder.
121.	38	Part IV - A	Bidder should provide Backup/restoration/patch/updates /upgrades related activities pertaining to the Anti-Money & Trade based Money Laundering Solution & related servers. All updates and upgrades of OS & DB has to be done by the selected Bidder during contract period. All these activities are to be covered under scope of AMC/ATS provided by the bidder and bank will not pay any additional cost for the same	Major updates/ upgrades sometimes need substantial implementation effort which may not be possible to estimate at this moment. Please clarify that such efforts exceeding 5 man days would be handled as change request	Clause stands as per RFP
122.	39	Part IV - A	bidder should arrange for the closure of all observations including IS, Data Migration Audit, VAPT and Security Audit within time frame stipulated by Bank without any additional cost to the Bank	Bidder would be responsible to handle- issues related to application and hardware supplied by it. Any other issue identified e.g. security, network etc, will need to be handled by bank as these solutions would be provided by bank	Clause stands as per RFP
123.	39	Part IV - A	support service shall be provided on 24 x 7 basis at Kolkata for ensuring proper upkeep and maintenance of the solution	Please clarify no. of support resources to be positioned post go-live. If 24x7 support needed, please specify no. of resources in each of the three shifts and if same no. of resources would be needed on weekends	FM support service should be provided as per the requirement mentioned in RFP page 109 under the heading " Bidder needs to factor minimum below resources during Sustenance

					Phase"
124.	39	Part IV - A	End User Training-30 people batch in one day in Kolkata at Bank's premises and two days in premises i.e. hands-on training	Please clarify if 1 day each training is required at Hong Kong, Singapore Uco Bank premises or trainings for Hong Kong, Singapore users to be done from bank Kolkata premises through webex. Travel costs for a couple of days of training could be substantial and we suggest bank to get these trainings done through webex	Clause stands as per RFP
125.	39	Part IV - A	Technical & Admin Training for 5 to 10 people batch for one day in Kolkata, Bangalore, Singapore & Hongkong at preferably at Bank's premises	Please clarify that Technical and admin training is needed for total 1 day at bank's Kolkata premises which would be attended by trainees from Bangalore, Singapore & Hongkong through webex	Clause modified as below: Technical & Admin Training for 5 to 10 people batch for one day in Kolkata & Bangalore preferably at Bank's premises and virtually in Singapore & Hongkong.
126.	39	Part IV - A	Bidder shall provide on-site support during quarterly DR drills or as per the requirement of the Bank at no additional cost to the bank	Please specify DR drill frequency. We request to please modify as 'Bidder shall provide on-site support during quarterly DR drills at no additional cost to the bank	RFP Clause Is Self-Explanatory
127.	40	Part IV - A	hardware should be sized considering a year on year growth of 20%.	Please clarify if 20% yoy growth is to be considered for 5000 transactions per day as also to any other parameter used in sizing	Solution should be capable for present customer base of 5 to 10K customers and 10k to 20k accounts with YOY growth of 15-30%. Solution should be able to hand Transactions of 10k to 30K per day.
128.	40	Part IV - A	given solution should be capable of pulling data on real-time	Typical AML requirements are to process batch files. Please see if real time is needed	As we expect integration of proposed solution to Bank's CBS/Treasury/other banking systems, hence Name screening, remittance related screening and Transaction monitoring

					should be on real-time basis.
129.	40	Part IV – A (44)	entire implementation will be carried out in the bank's premises	In the event of situation like Covid, we request bank to please allow working from other locations	Clause stands as per RFP
130.	40	Part IV – A (44)	Internal audit of the application	Please clarify what is expected as part of this activity	Shall be clarified to the successful bidder
131.	42	Part IV – A (45)	Bidder is expected to assist the Bank in aligning the business requirements with the applications so as to eliminate redundant and duplicate processes, increase operational efficiency	Please clarify that no consulting scope is envisaged	Clause is self explanatory
132.	43	Part IV – A (48)	successful bidder should provide the source code of all the customizations made to the Bank. The Bidder is also required to perform a secure source code review of all the custom developments and share the report with bank for review and approval	Development done for bank will be available in bank instance, there is no need for separate code provision. We request bank to please delete source code review requirement. Proposed solution will be from OEM of good standing whose solution is reviewed before release	Bank's specific customizations source code should be provided to the Bank. Rest of the source codes having out of the box functionality should be made available as per escrow arrangement.
133.	44	Part IV – A (50)	captured data stored in systems should be managed and monitored regularly through appropriate data quality and integrity tools	Please clarify that separate data quality tool is not needed, only data load validations to be done	Yes. Your understanding is correct
134.	47	Part IV – A (55)	Bidder will provide for an independent review of the configuration set- up of the proposed solution, using reputed third parties with relevant experience in this area	To avoid conflict of interest, we request bank to arrange at its end independent solution review and modify / delete this clause	Clause stands as per RFP
135.	48	Part IV – A (57)	scope of work mentioned is illustrative and not exhaustive. The bidder needs to comply with Bank's	In a fixed cost bid, please define detailed final scope as bidders' solution and submit proposal basis detail given in RFP only	Clause stands as per RFP

			requirements and any statutory or regulatory guidelines		
136.	51	Part IV – A (59)	successful bidder should provide comprehensive warranty and ATS for proposed solution	Software solutions do not have warranty, these have ATS. Please delete warranty clauses in RFP	Clause stands as per RFP
137.	51	Part IV – A (59)	All minor and major version upgrades during the period of contract at no extra cost	Minor upgrades may be possible to be done within scope. However, major upgrades may need huge effort which cannot be ascertained at this moment. We request that major upgrades be handled as per change request	Clause stands as per RFP
138.	51	Part IV – A (60)	In case of any short fall bidder has to provide the same without any additional cost to the Bank	Hardware sizing is done by OEM basis sizing parameters given by bank. Incase of any shortfall in hardware during contract period which is due to sizing parameters exceeding the limits given, the same will need to be handled as per change mechanism	Clause stands as per RFP
139.	35/210	A. Broad Scope of Work as per Standard Requirement t:2	<p>The proposed solution should be capable of doing following screening and monitoring in robust and dynamic mode -</p> <p>I. Transaction Screening & Monitoring</p> <p>II. Name Screening</p> <p>III. Client Screening</p> <p>IV. Trade based/remittance related screening</p> <p>V. SWIFT screening</p> <p>VI. Vessel Screening and tracker</p> <p>VII. Port Screening</p> <p>VIII. Goods/ Dual Goods Screening</p>	<p>Is the Screening requirements real time or near real time or on-demand? What is the message standards/formats to be considered for screening if it is real time (MT102, 7XX etc.,) ? Is screening requirement on real time holding /blocking of transaction and release post investigation. What is the turnaround time expected for near real time alert (e.g. 2 minute)</p>	<p>Screening requires on real time basis.</p> <p>SWIFT message format should be either MT or MX.</p> <p>Yes. Your understanding is correct.</p> <p>Bank is asking for real time alert not near real time.</p>
140.	35/210	A. Broad Scope of Work as per Standard	Setup and maintenance of all the environments for the solution i.e. Production, DR, Development, Testing, etc. Bidder needs to note	Does this system require high availability (Active-Active) environment for all the modules (Real time screening , AML monitoring etc.). Can AML batch	Please refer to corrigendum

		Requirement:7	<p>that the environment for all the 2 countries should be separate physically from each other. Bidder can</p> <p>RFP REF No. UCO/DIT/3837/2021-22 Date: 29.01.2022 Page: 36 / 210</p> <p>virtualize the environment; however, production and non-production environment should be physically separate. Test, Dev, training should have dedicated VMs. Bidder needs to note that the environment for all the 2 countries should be separate physically from each other.</p> <ul style="list-style-type: none"> · Production at DC in HA (High Availability Active – Active) · DR - Should be deployed at 100% capacity of Production · UAT 20% of production in non-HA · Training, Test & Development -10% of production in non-HA 	<p>transaction monitoring module be deployed with Active-Passive model?</p> <p>Is it enough to have physically segregated environment for Prod and UAT but logical separation between the countries (HK, SG)?</p>	
141.	39/210	A. Broad Scope of Work as per Standard Requirement:35&36	<p>35. The proposed solution must support all major platforms including Linux, Windows, Solaris, and AIX with native high availability options. It must support both physical and virtual platforms.</p> <p>36. The proposed solution must have pre-packaged support for all widely used databases like Oracle, MSSQL, MYSQL, Sybase, PostgreSQL, DB2, NoSQL etc. It must support both physical and virtual platforms.</p>	<p>proposed solution would support only specific OS and Databases on which there will be detailed Hardware recommendations. Most of the supported versions will be from this list, but all the OS and DB listed here may not be supported.</p>	Clause stands as per RFP

142.	40/210	A. Broad Scope of Work as per Standard Requirement: 40	40. The given solution should be capable of pulling data on real-time. Rule processing, Data pulling and Alert generation should be simultaneous.	What is the message standards/formats to be considered for screening if it is real time (MT102, 7XX etc.) ? Is the screening requires real time holding /blocking of transaction and release post investigation. What is the turnaround time expected for near real time alert (say 2 minute)	As we expect integration of proposed solution to Bank's CBS/Treasury/other banking systems, hence Name screening, remittance screening and Transaction monitoring should be on real-time basis.
143.	44/210	A. Broad Scope of Work as per Standard Requirement: 50	50. Data Entry/Capture, and Data Quality and Integrity Methodologies	AML system should not allow any data capture/correction/enrichment from Audit point of view. Please clarify in what scenario bank will use the application for data capture?	Will be shared with the successful bidder
144.	64/210	Online Customer Screening of Sanction list/Negative List such as OFAC/ UN Sanction list/ any list stipulated by the Local Regulators from time to time etc.	a. Politically Exposed Persons database which must be built based on the definition provided by major legislative bodies such as	Does the Bank have any standard commercially subscribed list like Dow Jones or Worldcheck? Is bidder expected to recommend / prescribe any list as part of the response.	Bidder has to factor the cost of the same as mentioned under RFP in the commercial bill of material for the respective sanction watch list.
145.	65/210	4. Other General Functional Requirement	TBML and other IBA rule indicators to be embedded in the software.	Could you please provide us the copy of the IBA rules or any other specific rules in scope?	Clause modified as below: TBML and other IBA/RBI/FIU-IND/MAS/HKMA/FATF/UN/any other regulatory authority rule indicators to be embedded in the software
146.	66/21	4. Other	j) Software should have link of	Could you please elaborate the	Transaction initiated through

	0	General Functional Requirement t	MPAY Transactions enquiry.	requirement.	various mobile payment method
147.	67/210	C. Broad Scope of work as per Singapore Regulatory Requirements:	<p>1. The proposed solution should ensure that transaction monitoring processes and systems are robust to enable suspicious transactions to be flagged, investigated and escalated on real time basis.</p> <p>2. The proposed solution should ensure proper controls and procedures in place to address the risks of dealing with sanctioned parties and vessels for trade finance transactions on real time basis.</p> <p>16. The proposed solution should ensure that transaction screening should take place on a real-time basis.</p>	<p>Could you please clarify the expectations on real time basis? Transaction monitoring is in general deployed in batch mode. Is the expectation to deliver Transaction screening/filtering in real time? If yes can this be deployed in near-real time. Is the screening requirement of real time holding /blocking of transaction and release post investigation. What is the turnaround time expected for near realtime alert (say 2 minute)</p>	<p>As we expect integration of proposed solution to Bank's CBS/Treasury/other banking systems, hence Name screening, remittance related screening and Transaction monitoring should be done on real-time basis.</p>
148.	175/210	FUNCTIONAL REQUIREMENT 3	The System should provide priority processing of transactions, messages, offices etc. for online screening.	Is the expectation to assign risk score to the alerts from the online screening?	Yes. Your understanding is correct.
149.	176/210	FUNCTIONAL REQUIREMENT - 9	The Solution should come with access capabilities to consolidate enterprise-wide data. The solution should come with Data Manipulation & Predictive Analytics Capability.	Could you elaborate on the predictive analytics capability in the context of data management?	Based on the pattern of transaction and other historical parameters
150.	176/210	FUNCTIONAL REQUIREMENT - 11	The Solution should come with the support for detection of new unknown patterns of suspicious activity.	Could you please elaborate the requirement with respect to unknown pattern based detection?	Based on the pattern of transaction and other historical parameters

151.	180/210	FUNCTIONAL REQUIREMENT - 45	The solution should interface/integrate with existing SFMS-SWIFT system for all types of financial/non-financial messages (MT/ISO 20022/ any other format) or any other types of messages introduced by SWIFT in future as per requirement and Trade finance/CBS/Treasury systems through IBM Websphere MQ (latest version) and web service.	What is bank's preferred file format that could be leveraged in transaction filtering? Say XML, CSV etc., What are Swift message type in scope say MT 2XX series , MT 7XX series.	Transaction filtering shall be done on the valid file format and industry standard formats. All series of SWIFT messages under MT/MX format.
152.		General Sizing questions	Already captured these details.	We require the following metrics to assess the hardware required	Solution should be capable for present customer base of 5 to 10K customers and 10k to 20k accounts with YOY growth of 15-30%. Solution should be able to hand Transactions of 10k to 30K per day with a minimum handling capacity of 100 users.
153.			5 Years Sizing	Hong Kong	Solution should be capable for present customer base of 5 to 10K customers and 10k to 20k accounts with YOY growth of 15-30%. Solution should be able to hand Transactions of 10k to 30K per day with a minimum handling capacity of 100 users.
154.			Max load 2000 Transactions per day	Number of Customers	Solution should be capable for present customer base of 5 to 10K customers and 10k to 20k accounts with YOY growth of 15-30%. Solution should be able to hand

					Transactions of 10k to 30K per day with a minimum handling capacity of 100 users.
155.			Growth rate 20%	Number of Accounts	Solution should be capable for present customer base of 5 to 10K customers and 10k to 20k accounts with YOY growth of 15-30%. Solution should be able to hand Transactions of 10k to 30K per day with a minimum handling capacity of 100 users.
156.			At present Bank is having total data size of around 1 TB.	Number of Associates (Join acct holder, director etc.,)	Clause stands as per RFP
157.			The application should be capable to screen minimum 3000 requests per minute.	Number of Branches	1 branch at each center
158.				Number of ATMs	No ATM
159.				Number of End user / Investigators	Solution should be capable with a minimum handling capacity of 100 users.
160.				Number of Concurrent users	Solution should be capable with a minimum handling capacity of 100 users.
161.				Number of reporting users.	Solution should be capable with a minimum handling capacity of 100 users.
162.				Periodicity if risk categorization, Annual / semi-annual?	As per industry standard / requirement regulatory authority / Bank's specific requirement
163.	11	Eligibility criteria - : Part I - 3-7	The proposed solution should be Implemented in overseas centres (Hongkong /Singapore) in any Indian schedule commercial Bank having more than 1500 offices/	Could you please allow for implementations in foreign branches other than Hong Kong and Singapore? Alternatively, if the solution has been implemented in a HK/ SG bank (non-Indian), can that reference be used	Please refer corrigendum

			branches in India.	instead?	
164.	41	Scope of work - Point 44	Internal Audit of the application	Please clarify / amplify exact nature of requirement : 1. Scope of Audit and 2. Duration	As per regulatory authority concern
165.	113	Payment - Database systems, OS & Other Peripheral	70% On delivery of licenses on submission of invoice with proof of delivery 30% on On successful implementation and Acceptance of Database systems, OS & Other peripheral software by the bank	100% On delivery of licenses on submission of invoice with proof of delivery	Clause stands as per RFP
166.	113	Anti-Money & Trade Based Money Laundering Solution licenses	60% on Delivery of Base version of respective application software and on submission of Invoice and proof of Delivery 10% On successful completion of current state assessment, gap analysis and system specification definition Phase for respective applications 10% On UAT sign off for respective applications 10% On successful release of customized software to production, for respective applications 10% One month after successful release of application to production	100% on Delivery of Base version of respective application software and on submission of Invoice.	Clause stands as per RFP
167.	113	Solution Implementation Cost	40% SRS Sign-off of respective application 40% Go-live of application	40% SRS Sign-off of respective application 20% SIT Sign Off SRS Sign-off of respective application 20% UAT Sign Off SRS Sign-off of respective application	Clause stands as per RFP

				20% Go Live SRS Sign-off of respective application	
168.	114	AMC/ATS	ATS Yearly in Advance AMC Quarterly in Arrears	ATS Yearly in Advance AMC Yearly in Advance	Clause stands as per RFP
169.	118	Liquidated Damage	Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership	Bidder request clarification - 1. request to make LD for delay to be charged on monthly basis and not weekly - so LD shall be calculated as 0.5% of the un-implemented phases will be charged for every week month delay in the specified implementation schedule 2. Also, Bidder proposes cap of 5% LD/ Penalty of the Total cost of ownership	Please refer to corrigendum
170.	117	Penalty	Maximum penalty for non-conformance would be capped at the 10% of cost of the project if otherwise not mentioned.	Bidder Proposes Maximum Penalty would be capped at the 5% of the Annual Value of the project	Clause stands as per RFP
171.	126	Order Cancellation	In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable. ii. If the selected Bidder/Vendor	Bidder proposes to amend the clause as below - a. In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% 105% of the original quoted cost for such deliverable as per commercial bid. b. If the bidder does not perform	Please refer to corrigendum

			does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	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 30 days" notice for the same. In this event the bidder is bound to make good with the capping of 125% 105% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	
172.	131	Termination for Convenience	The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder....	<p>Bidder request to amend the clause to incorporate the below -</p> <p>a) Considering the scale and complexity of the project, it is submitted that Bank should not exercise the termination for convenience rights during the implementation period.</p> <p>b) In case of termination of this Agreement due to convenience, Customer shall pay to SI for the services rendered up to the point of termination, hardware and software delivered up to date of termination and the like including but not limited of unpaid ATS and AMC for remaining part of contract</p> <p>c) Customer shall also pay the SI reasonable termination charges taking into account reasonable shutdown costs, transition charges and unamortized startup costs,</p>	Please refer to corrigendum

				including termination costs of third party contracts and employee costs.	
173.	NA		Invoice Due Date - RFP is Silent	<p>Bidder Proposes following payment terms for Invoices as RFP is silent on due date of invoice</p> <p>a) Customer shall pay within 30 days from the date of invoice.</p> <p>b) Late payment will bear an interest of 2% per month.</p> <p>c) Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoice.</p>	Clause stands as per RFP
174.	127	23	<p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated _____, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against</p>	<p>Request UCO Bank to modify the clause as below...</p> <p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated _____ and notwithstanding anything to the contrary herein subject to the cure period of 30 days to be given by Bank to the Vendor and further to a maximum of the total contract value of the aforementioned Master Services Agreement/SLA, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages,</p>	Clause stands as per RFP

			all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____;	if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any direct damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____; Vendor will not be liable and shall not indemnify for lost revenues or profits, loss of anticipated savings, nor for any indirect, or consequential Losses of any party, including third parties, even if Bank has been advised of the possibility of those Losses however caused.	
175.	129	23	23. Indemnity All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.	Request Bank to delete the following indemnities from the survival clause since the Customer has warranties tied up for this opportunity beyond the contract period and separate annexure is signed up for end of life support: All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.	Please refer to corrigendum

176.	156	Annexure-XI	<p>Annexure-XI: Undertaking for No-Deviation</p> <p>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 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.</p> <p>We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.</p>	<p>Request Bank to modify the clause</p> <p>We hereby agree to comply with all the mutually agreed terms and conditions / stipulations as contained in the RFP along with Bidder's response 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 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.</p> <p>We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.</p>	Clause stands as per RFP
177.	132	32	<p>Consequences of Termination</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</p>	<p>Request Bank to modify the clause as below to remove the reference of Deed of Indemnity:</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</p>	Please refer to corrigendum

			<p>available to UCO Bank under law or otherwise.</p> <p>The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.</p>	<p>and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.</p> <p>The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination. However, Bank shall make payment to the selected bidder which include all costs incurred by selected bidder till the date of termination. In the event that the Bank fails to pay any undisputed amount in respect of the services within 30 days from the date of invoice, selected bidder may issue a written notice and discontinue delivery without being considered as breaching its obligations hereunder until payment is received.</p>	
178.	145	Annexure - IV: Format of Bid Security Declaration	<p>Annexure - IV: Format of Bid Security Declaration (B) I/We accept that M/s _____</p> <p>_____ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of time starting on Bid Submission Date if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:</p>	<p>Request Bank to provide the period of suspension in line with Clause 4 of Part-II of this RFP and modify as follows: (B) I/We accept that M/s _____ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of 180 days from time starting on Bid Submission Date if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:</p>	Clause stands as per RFP
179.	132	31	Termination for Default:	Request Bank to invoke the said clause if the	Please refer to corrigendum

			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.	default happens to the material obligations of the Bidder and modify the clause accordingly: Termination for Default: 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 material obligation(s) under the Contract.	
180.	125	22	Order Cancellation : i. The selected Bidder/Vendor commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Letter of Intent/Purchase Order / SLA. ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.	1) Request to invoke the clause where the bidder commits a material breach and not for any breach of mutually agreed terms and conditions as follows: <i>i. The bidder commits a material breach of any of the terms and conditions of the offer or any of the mutually agreed terms and conditions of the Letter of Intent/Purchase Order / SLA.</i> 2)The wordings serious discrepancy in the quality of service is very open ended wordings and need to be deleted	Please refer to corrigendum
181.	128	23	23. Indemnity c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates; d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service	Request Bank to modify the clause c) for any loss or damages caused to the Bank's premises or tangible property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates; d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request	Please refer to corrigendum

			<p>provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;</p>	<p>for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>e) Gross Negligence or gross wilful misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;</p>	
182.	135	39	<p>Limitation of Liability: For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss caused to the Bank.</p>	<p>Request Bank to add the following at the end of point (ii) for reasons within the standards of security provided to the selected bidder and modify the clause as below:</p> <p>i) For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss caused to the Bank. However, the Standards of security will be prescribed in the SOWs and shall be adhered to and followed by selected bidder and selected bidder shall not be responsible for any breach of Customer Personal Data and Confidentiality which takes effect despite the strict adherence to such agreed</p>	Please refer to corrigendum

				standards of security.	
183.	19	24	Acceptance of Terms: A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP along with Bidder Response.	Clause stands as per RFP
184.	126	22	Order Cancellation: II) 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 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	a) Request Bank to invoke the clause for the reasons attributable to bidder as follows: II) If the bidder does not perform satisfactorily or delays execution of order for the reasons attributable to bidder , UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled...	Please refer to corrigendum
185.	130	28	27. Exit Option and Contract Re-Negotiation: The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: ▪ Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods & any period extended by the bank	Please refer to corrigendum
186.	134	36	Dispute Resolution Mechanism e) The Bidder shall not be entitled to suspend the Service/s or the	Request to modify the clause e) The Bidder shall not be entitled to	Clause stands as per RFP

			completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	suspend the Service/s (except for the payment obligations) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	
187.			Bank Responsibilities	<p>1) Bidder suggest UCO Bank general Responsibilities to be enumerated</p> <p>2) When Bank acts and omissions or other circumstances delay, disrupt or prevent bidder's performance, bidder shall accordingly (i) extend delivery and milestone dates, (ii) be compensated for additional costs if incurred, and (iii) be paid for additional service performed due to such act & omission of the Bank</p>	Clause stands as per RFP
188.			New Clause	However, any delay of the GO Live due to not readiness of the site in the Bank, delay will not attributable to the Bidder for Liquidated Damage purpose.	Clause stands as per RFP
189.	140	ANNEXURE – I (Tender offer forwarding letter)	<p>ANNEXURE – I (Tender offer forwarding letter)</p> <p>We agree to abide by the terms and conditions of this tender offer valid till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.</p>	<p>We agree to abide by the mutually agreed terms and conditions of this tender offer valid till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.</p> <p>Until a formal contract is executed, this tender offer along with Bidder's response, together with the Bank's written</p>	Clause stands as per RFP

			Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.	acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.	
190.	148	Annexure-V	<p>Annexure – V: PROFORMA FOR PERFORMANCE GUARANTEE</p> <p>5. We</p> <p>[indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER</p>	<p>5. We</p> <p>[indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the mutually agreed terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER</p>	Clause stands as per RFP
191.	150	Annexure-VI	<p>Annexure-VII Undertaking for Non-Blacklisting / Non-Debarment of the bidder (to be stamped as declaration and duly attested by a Notary)</p> <p>3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We</p>	<p>3) I/We further hereby undertake and agree to abide by all mutually agreed terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.</p>	Clause stands as per RFP

			understand that any deviation may result in disqualification of our bid.		
192.	152	Annexure-VII Undertaking to abide by all By-Laws/Rules/Regulations	Annexure-VII Undertaking to abide by all By-Laws/Rules/Regulations	Bidder is complying with the indemnity clause where the content of this Annexure is covered. In this respect, Bidder requests Bank to remove this Annexure.	Clause stands as per RFP
193.	153	Annexure-X:	Annexure-XI: Undertaking for Price Validity & Acceptance of all terms & conditions of RFP If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.	If our bid is accepted, we are responsible for the due performance as per the scope of work and mutually agreed terms & conditions as per mentioned in RFP along with Bidder's response.	Clause stands as per RFP
194.	170	Annexure XV	Annexure XV: NON-DISCLOSURE AGREEMENT 9(d) Indemnification: 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 part of the subject matter of this Agreement.	Since Bidder is complying to a comprehensive indemnity clause in the Contract, request bank to remove indemnity clause from nondisclosure agreement	Clause stands as per RFP
195.	205	Annexure-XXIV	Annexure-XXIV: Self-Certificate of Local Content	Request Bank to confirm whether our understanding is correct : Our understanding is this certificate needs to come from OEM only and bidder needs to counter sign the same.	Clause stands as per RFP
196.	207	Annexure-	Annexure XXV Restriction on	a) Request Bank to modify this Annexure as	Clause stands as per RFP

		XXV	<p>Procurement due to National Security</p> <p>1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."</p> <p>2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"</p>	<p>per our earlier RFPs with strikeout which ever is not applicable or modify the annexure as below:</p> <p>b) Our understanding is either of the two points mentioned in the Annexure will be applicable to one Bidder/OEM and both the points at the same time will not be applicable to Bidder/OEM. Please confirm if the Bidder's understanding is correct.</p> <p>c) Suggest to kindly provide "Either/Or" option or a compliance check box to tick as per the applicability of Bidder/OEM as below:</p> <p>I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India, I certify that, bidder [Name of Bidder] is:</p> <p>(i) Not from such a country [√ / X]</p> <p>(ii) If from such a country, has been registered [√ / X] with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) (Bidder is to tick appropriate option √ / X) above).</p> <p>I hereby certify that this bidder [Name of Bidder] fulfills all requirements in this regard and is eligible to be considered.</p>	
197.	10	Eligibility Criteria / 3	<p>The bidder should have a minimum annual turnover of Rs.15 Crores per year during the last three financial years</p>	<p>We are requesting the minimum annual turnover for the last three financial years be fixed at Rs.5 Crores per year.</p>	Clause stands as per RFP

			i.e. 2018-19, 2019-20 & 2020-21. This must be the individual company turnover and not of any group of companies.		
198.	10	Eligibility Criteria / 5	Bidder should have minimum one year of experience in Implementation of the proposed solution in any Public Sector Bank / Govt. Organization / Commercial Bank (Excluding RRB and Co-operative Banks) with more than 1500 offices/ branches in India.	If OEM Vendor is partnering with authorised representative in India, for this clause can the OEM vendor show minimum one year of experience in Implementation of the proposed solution, instead of bidder (authorised representative).	Clause stands as per RFP
199.	11	Eligibility Criteria / 10	Bidder company should have valid ISO 9001/ISO 27001 certification.	We are requesting that this clause be relaxed since we are a product company, while this certification is mostly for serviceoriented companies.	Clause stands as per RFP
200.	37	Broad Scope of Work as per Standard Requirement/17	All the required additional/total hardware, middleware, application software, third party utilities and their licenses should be provisioned in the bid itself.	Is it mandatory to bid for hardware, middleware and third-party utilities as part of bid submission?	RFP clause is self-explanatory
201.	64	General Functional Modules Requirements/3	The bidder should provide/bring/onboard the following watch list with the proposed solution for the Bank.	Is it mandatory to provide watchlists as part of bid submission? Usually lists proving companies are separate from AML software companies.	RFP clause is self-explanatory
202.	34	Broad Scope of Work as per	The Bidder is required to supply required Hardware and Software (OS/Application) with required	Is it mandatory to bid for hardware, middleware and third-party utilities as part of bid	RFP clause is self-explanatory

		Standard Requirement/1	licenses, install & deploy the solution at the Bank's Data center at Bangalore and Disaster Recovery (DR) at Kolkata	submission?	
203.	43	Parameterization/Definition of Rules	The successful bidder should provide the source code of all the customizations made to the Bank.	Kindly elaborate on this requirement, and what is meant by customisations in this clause.	Bank's specific customizations source code should be provided to the Bank. Rest of the source codes having out of the box functionality should be made available as per escrow arrangement.
204.	48	Quality Assurance (QA)/6	Bidder needs to engage a Third party for the same, for Quality Assurance	Is it mandatory to engage a third party for Quality Assurance? Kindly elaborate on this requirement.	RFP clause is self-explanatory
205.	57	Testing Scope	Testing to be done by Bidder	Kindly elaborate on this requirement.	RFP clause is self-explanatory
206.	74		Successful bidder preferably has a local office/representative office at Singapore and Hongkong. Post Go-live Support/Facilities Management	Is it necessary for the bidder/OEM Vendor to have a local office/representative office at Singapore and Hongkong, since the deployment is being done in India? Does the office have to be in both Singapore and Hongkong, or either of the two places.	RFP clause is self-explanatory
207.	35	Broad Scope of Work as per Standard Requirement/1	upgrade CBS version in future the Bidder should provide redeployment of the proposed comprehensive AntiMoney Laundering (AML) & Trade based Money Laundering (TBML) solution during contract period,	Is the bank expecting to upgrade the CBS version in the near future? If yes, what are the expected timelines.	RFP clause is self-explanatory

			without any extra cost to the Bank.		
208.	34	Scope of Work	Design, Size and maintain the required hardware, middleware, software and new solutions at DC, DR.	Is it mandatory to bid for and maintain hardware and middleware as part of bid submission.	RFP clause is self-explanatory
209.	36	Broad Scope of Work as per Standard Requirement/12	Provide onsite FM support post go-live at DC & DR. Duties of onsite engineer include day to day operation support, configuration changes, version upgrades, performance monitoring, trouble shooting, Bug Fixing, patch installation and liaising with Bank official for various support issues etc. and assisting Bank official in switching to the DR site in case of system failure and Conducting DR drills in conjunction with the Bank	Is this requirement only for the warranty period or for the entire duration of the contract.	Clause stands as per RFP
210.	39	Broad Scope of Work as per Standard Requirement/35	The proposed solution must have pre-packaged support for all widely used databases like Oracle, MSSQL, MYSQL, Sybase, PostGre SQL, DB2, NoSQL etc. It must support both physical and virtual platforms	Can this clause be relaxed.	Clause stands as per RFP
211.	62	General Functional Modules	De-duplication also to be included apart from AML	Please confirm if Deduplication is part of the overall AML requirement.	Yes

		Requirements/1			
212.	34	Scope of Work / 8	Design, Size and maintain the required hardware, middleware, software and new solutions at DC, DR.	<p>In relation to this clause, QDE requests the Bank to provide the following details for better understanding of the requirement:</p> <ol style="list-style-type: none"> 1. Total no. of Customers: 2. Total No. of Accounts 3. Avg. No. of daily Transactions: 4. Total no. of AML users: <p>Total No. of source systems from which data needs to be extracted:</p>	<p>Solution should be capable for present customer base of 5 to 10K customers and 10k to 20k accounts with YOY growth of 15-30%.</p> <p>Solution should be able to handle Transactions of 10k to 30K per day with a minimum handling capacity of 100 users.</p>
213.	36	A. Broad Scope of Work as per Standard Requirement / 12	Provide onsite FM support post go-live at DC & DR. Duties of onsite engineer include day to day operation support, configuration changes, version upgrades, performance monitoring, trouble shooting, Bug Fixing, patch installation and liaising with Bank official for various support issues etc. and assisting Bank official in switching to the DR site in case of system failure and Conducting DR drills in conjunction with the Bank	Request the Bank to clarify if onsite support is required at all 4 locations namely Bangalore, Kolkata, Hong Kong and Singapore	RFP clause is self-explanatory



UCO BANK

Department of Information Technology

Request for Proposal (RFP) for Procurement of Comprehensive Anti-Money & Trade Based Money Laundering Solution for Hongkong & Singapore Centres

RFP Ref. No: UCO/DIT/3837/2021-22 Date: 29.01.2022

Amendments, Addendums and Corrigendum's

Reference	Existing Clause	Modified Clause
Page -9, clause 1. (Eligibility Criteria)	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India.</p> <p>The bidder should not be a subsidiary of a foreign company.</p>	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.</p> <p>Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India.</p>
Page -11, clause 7. (Eligibility)	The proposed solution should be Implemented in overseas centres (Hongkong /Singapore) in any Indian schedule	The proposed solution should be Implemented in abroad in any Indian schedule commercial Bank having more than 1500

Criteria)	commercial Bank having more than 1500 offices/ branches in India.	offices/ branches in India
Page -39, clause 34. Training:	Technical & Admin Training for 5 to 10 people batch for one day in Kolkata, Bangalore, Singapore & Hongkong at preferably at Bank's premises.	Technical & Admin Training for 5 to 10 people batch for one day in Kolkata & Bangalore preferably at Bank's premises and virtually in Singapore & Hongkong.
Page -34, (Scope of Work)	The selected bidder has to provide the Perpetual / subscription-based License of the proposed comprehensive AML & TBML solution to the Bank. Training is to be provided by selected bidder to the UCO Bank Team.	The selected bidder has to provide the Perpetual License of the proposed comprehensive AML & TBML solution to the Bank. Training is to be provided by selected bidder to the UCO Bank Team.
Page -36, clause 13. (Scope of Work)	The licenses of the proposed AML & TBML solution should be perpetual / subscription-based licenses in the name of the bank. The Bidder should note these licenses should have no restrictions whatsoever on data, asset size, transactions or number of non-production sites across the Bank	The licenses of the proposed AML & TBML solution should be perpetual based licenses in the name of the bank. The Bidder should note these licenses should have no restrictions whatsoever on data, asset size, transactions or number of non-production sites across the Bank
Page -38, clause 27. (Scope of Work)	At least first 4 DR drills to be conducted by OEM after successful implementation of proposed solution and training to be given to the UCO Bank's staff. Subsequently all DR Drill to be performed by bidder	At least first 4 DR drills in a year to be conducted by bidder after successful implementation of proposed solution and training to be given to the UCO Bank's staff. Subsequently all DR Drill to be performed by bidder.
Page -65, clause 4b (Other General Functional Requirement) & Page-192, clause 131	TBML and other IBA rule indicators to be embedded in the software.	TBML and other IBA/RBI/FIU-IND/MAS/HKMA/FATF/UN/any other regulatory authority rule indicators to be embedded in the software
Page -118, clause 8. (Liquidity	Notwithstanding Bank's right to cancel the order, liquidated damages at .5% (.5percent) of the un-	"Notwithstanding Bank's right to cancel the order, liquidated

Damages)	<p>implemented phases will be charged for every week delay in the specified implementation schedule (As per clause No.6) subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per month basis. If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.</p> <p>The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.</p>	<p>damages at 1% (One percent) of the price of undelivered portion/ not installed services will be charged for every month's delay in the specified delivery/services schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services. Bank may invoke the Bank Guarantee for further delay in delivery & migration."</p>
Page – 133, Clause 36, Dispute Resolution Mechanism	<p>e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.</p>	<p>e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and I shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Bidder will also continue to get paid till the services are rendered per the Payment defined in the RFP.</p>
Page- 130, Clause-28, Option Contract Re-negotiation).	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <ul style="list-style-type: none"> • Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase 	<p>The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:</p> <p>a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of</p>

<p>contract;</p> <ul style="list-style-type: none"> • Delay in offering, as required under the project • Delay in commissioning project beyond the specified period; • Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods; • Serious discrepancy in project noticed during the testing; • Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. • Serious discrepancy in completion of project. • Serious discrepancy in maintenance of project. <p>Bank shall notify selected bidder with 90 days" notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.</p> <p>In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.</p> <p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.</p>	<p>fifteen (15) days of receipt of Letter of Intent/Purchase Order;</p> <ul style="list-style-type: none"> b) Delay in offering, as required under the Project; c) Delay in commissioning the Project beyond the specified period; d) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods; <p>Bank will notify the selected bidder/Vendor with Ninety (90) days' notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.</p> <p>In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor 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 six (6) to twelve (12)</p>
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<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 aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.</p> <p>The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.</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 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 /</p>	<p>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 Vendor 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 Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.</p> <p>The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition.</p> <p>However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain as to whether such Reverse Transition Plan has been complied with or not, but the payment for such reverse transition would be determined on <i>pro-rata</i> basis or on mutual consent of the Parties.</p>
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		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. However, during transitioning period payment will be made to vendor as per payment terms.	
Page- Clause-23 (Indemnity)	127,	<p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal Dated: 29.01.2022, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.</p> <p>We the Vendor further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid</p>	<p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/3837/2021-22 Date: 29.01.2022, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.</p> <p>We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever</p>

<p>Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Vendor:</p> <ul style="list-style-type: none"> a. material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement; b. infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third-party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement; c. for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates; d. non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level 	<p>which might otherwise constitute a discharge of the Bidder:</p> <ul style="list-style-type: none"> a. material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty or breach of confidentiality etc., of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement; b. infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement; <p>PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within 90 days of the claim and/ or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.</p> <p>Exclusion:</p>
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	<p>Agreement/Contract/Master Service Level Agreement;</p> <p>e. Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;</p> <p>We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).</p> <p>All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.</p> <p>Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.</p> <p>We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.</p>	<p>Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from:</p> <p>(i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release; (v) Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.</p> <p>"Embedded Software" shall mean embedded or bundled third-party software, including open source software. A 'Release' means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution. A 'Supported Release' shall mean the immediately preceding Release, or other Releases made available in the previous twelve (12) months)</p> <p>If any infringement claim is raised by any third party or any person, the Bidder will have the following remedial measures at their expenses:</p> <ul style="list-style-type: none"> • modify or replace all or part (s) of the Solution to make it non-infringing;
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		<ul style="list-style-type: none"> • procure for the Bank the right/license to continue using the Solution; or • remove all or part (s) of the Solution. If the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software. <p>However, it is clarified that this remedy will not curtail any of Bank's rights under this Agreement.</p> <p>c. for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Bidder/Bidder's employees, representatives, agents and/or associates;</p> <p>d. non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>e. Gross Negligence or wilful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;</p> <p>We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).</p> <p>Service Provider will not be liable for any loss of profits,</p>
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		<p>revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.</p> <p>All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.</p> <p>Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract.</p> <p>We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.</p>
Page 132, Clause-31. (Termination for Default)	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>The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.</p> <p>In case of Termination for Default, Bank will provide notice period of Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Vendor fails to cure within Thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause mentioned under the RFP/Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.</p>

Page 131, Clause-29. Termination for Convenience	The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.	"The Bank, by written notice for a maximum period of ninety (90) days, sent to the vendor, may terminate the Contract/SLA, in whole or in part, at any time for its convenience. 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. Bank will pay the bidder till termination date for all the milestone achieved as per the terms and conditions of the RFP."
Page -134, Clause -37. Arbitration	<p>All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.</p> <p>Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration</p>	Clause stands deleted

	shall be at Kolkata, India.	
Part-V, Clause-45 (Compliance with Applicable Laws of India, Hongkong & Singapore) New clause added		<p>The Vendor 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 Contract 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 Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.</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, Labour Law, ESIC facility standard, CVC / RBI guidelines.</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>The Vendor 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</p>

		<p>with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligation's 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 obligation's arising therefrom.</p> <p>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 Bank and its employees/officers/staff/personnel/representatives(agents from and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.</p> <p>The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost</p>
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		Accountant giving the percentage local contents as defined in PPP order issued by GOI/MAS/HKMA from time to time and applicable for the said procurement/project
Part-V, Clause-46 (Non- Solicitation) New clause added		Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel working on the project contemplated in this Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party
Part-V, Clause-47 (Audit) New clause added		<p>The Vendor shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ Software) and services etc., provided to the Bank and the Vendor is required to submit such certification by such Auditors to the Bank.</p> <p>The Vendor and or its /their outsourced agents/sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and</p>

		<p>effectiveness of the security, control, risk management, governance system and process created by Vendor.</p> <p>The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Vendor. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 2 days (two days) to the Vendor before such audit and the same shall be conducted during the normal business hours.</p> <p>Where any deficiency has been observed during the audit of the Vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the Auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.</p> <p>The Vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Vendor. However, the Vendor shall not be obligated to provide records/data not related to the services provided under the said Agreement/Contract (e.g. internal cost breakup etc.).</p>
Part-V, Clause-48 (Non-Assignment)		<p>The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Vendor's affiliate without the prior written consent of the Bank.</p>

<p>New clause added</p>		<p>If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this Agreement/Contract.</p>
<p>Part-V, Clause-49 (Disaster Recovery Management)</p> <p>New clause added</p>	<p>यूको बैंक UCO Bank</p>	<p>Bidder should setup DC-DR for proposed application including database log-based replication and transaction-based replication. Application installed at DR site should be sync with application with DC side. DR site Database should be sync with primary site DB where all transactions are performed, as per Bank RTO.</p> <p>At least first 4 DR drills to be conducted by the selected bidder where the selected bidder has to ensure to get the back-to-back support from the respective OEMs for successful DR drill of the proposed solution and training to be given to the UCO Bank's staff. Subsequently all DR Drill to be performed by the selected bidder. The selected bidder should also ensure proper disaster recovery management with work-flow based monitoring, management and troubleshooting features.</p> <p>Database Recovery</p> <ul style="list-style-type: none"> <input type="checkbox"/> Create & implement database recovery solutions in consultation with Bank's team <input type="checkbox"/> Recovery of database at primary and standby as per case <input type="checkbox"/> Restoration activities (from backup media) <input type="checkbox"/> Database recovery using the physical & logical backups <input type="checkbox"/> Support for DR Configuration <input type="checkbox"/> Evaluating current backup, recovery, & data replication procedures & providing recommendations for improving those procedures <p>Database Backup restore</p> <ul style="list-style-type: none"> <input type="checkbox"/> Manage Database backup/ restore schedule, administration (RMAN Backup)/Scheduled Backups and others

		<input type="checkbox"/> Data Deletion & Purging/archival activity <input type="checkbox"/> Purging of tables based on availability of space on a regular frequency (Frequency to be decided) <input type="checkbox"/> Consolidating all database backups & Transaction log backups at a single file Server <input type="checkbox"/> Perform database backup, restore and recovery routines. <input type="checkbox"/> Compliance, review and updates to database standards documents Database Capacity Management <input type="checkbox"/> Estimate & recommend database requirements based on received data from Database Performance team and Business projections (Half-yearly/ As and when required) <input type="checkbox"/> Perform Database Space analysis <input type="checkbox"/> Alignment to purging policy <input type="checkbox"/> Review archive logs requirements <input type="checkbox"/> Customizations required at DB level
Page-139, Clause-42, (blacklisting)	<p>xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,</p> <p>xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the</p>	<p>Both Clause stands DELETED, rest clause remains as it is.</p>

	Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause"	
Page 133, Part-V, Clause 35 (Verification)	UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.	UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities at client side , if necessary, to establish to its satisfaction about the vendor's capacity to perform the job. However, in case of purpose of visit to inspect the facilities where the proposed solution is running, if so required then it will be informed in advance.



(Letter to be submitted by the Manufacturer on firm's official letter head)

Manufacturer Authorisation Form (MAF)

To,
Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office, DIT
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Ref: RFP for Procurement of Comprehensive Anti-Money & Trade Based Money Laundering Solution for Hongkong & Singapore Centers

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at and do hereby authorize M/s (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment's manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP Noand the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such equipments and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC/ATS period if the above bidder authorized by us fails to perform in terms of the RFP. We shall continue support services to Bank either directly or Bank's appointed third party vendor.

The suggested OEM products/tools should not have end of life/ end of support for next 8 years. We also undertake to supply and upgrade the proposed software over a period of 8 years and support for period of minimum seven 8 years from date of contract against the aforementioned RFP.

Yours Faithfully

Authorised Signatory

(Name:

Phone No. Fax E_mail)

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)



NON-DISCLOSURE AGREEMENT

(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only,)

This Non-Disclosure Agreement is entered into on this day of..... 2022

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**
(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is inter alia engaged for Procurement of Comprehensive Anti-Money & Trade Based Money Laundering Solution for Hongkong & Singapore Centres as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/3837/2021-22 Date: 29.01.2022 .The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Procurement of Comprehensive Anti-Money & Trade Based Money Laundering Solution for Hongkong & Singapore Centres.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other

confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) The survival confidentiality obligations shall be restricted for 3 years from the date of termination/expiration of the contract.

(c) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(d) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

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8. 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 30 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.

9. Arbitration and Equitable Relief.

(a) Arbitration. 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 at city of Head Office of member Bank. 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.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: 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 part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) 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 three (3) years from the date

of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected vendor)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

for and on behalf of

.....

(The selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____



Hardware End of Life and Support Declaration

(This letter should be on the letterhead of the OEM duly signed by an authorized signatory)

**Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office,
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Sir,

Ref: RFP for Procurement of Comprehensive Anti-Money & Trade Based Money Laundering Solution for Hongkong & Singapore Centres

We _____ (OEM & address) has supplied _____ (Hardware & software Make / model and quantity). We confirm that the Supplied device/s will not be End-of-sale within 4 years from the date of delivery and will be under support from the date of Delivery of hardware to next 8 years. The bug/Patches/components/security patches and releases will be available to Bank for above mentioned 8 years duration, the same responsibility shall so survive even after termination or expiry of the contract.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Minimum Base Line of the hardware

The following minimum configuration set up is required to setup and maintain, based on the average number of transactions, customers, minimum handling capacity of the users/concurrent users etc., of all the environments for the solution under Production, DR & UAT set up. Bidder needs to note that the environment for all 2 countries should be separate physically from each other at DC & DR whereas the non-production environment shall be hosted at DR site.

- Production at DC
- DR - Should be deployed at 100% capacity of Production
- UAT 50% of production in non-HA

The sizing of the non-production environments (UAT) should be respectively of the size of the production as per the average number of transactions, customers, minimum handling capacity of the users/concurrent users etc., however the database server size will be similar to production database server size.

Production- minimum requirements of servers

SL No.	Segment	Layer	Min no of Node at DC	Min no of Node at DR	Min CORE per Node	Min RAM per Node (GB)	Usable HDD capacity in RAID 1+0
1	International Overseas Singapore	Web Layer	1	1	16	256	1TB
2		Application Layer	1	1	16	256	4TB
3		DB layer	1	1	24	512	8TB
4	International Overseas Hong Kong	Web Layer	1	1	16	256	1TB
5		Application Layer	1	1	16	256	4TB
6		DB layer	1	1	24	512	8TB

Note for DC & DR environments:

- If the bidder is proposing to supply physical servers then selected bidder will be required to supply, install, and maintain hardware as per minimum sizing, configuration and business data point mentioned in RFP. However, if the solution required higher compute, storage & other required items to meet the SLA mentioned in the RFP then bidder can propose hardware sizing over and above minimum sizing as stated above.
- If the bidder is proposing the solution to be deployed in VM environment, then the selected bidder has to ensure that the total compute, storage & other required items should not be less than the compute mentioned in the above table. Regarding if any additional hardware, software license required, bidder should factor the same without any additional cost to the Bank.
- All servers should have min 4 no. of 10 Gbps (Fibre SFP) and 4 no. of 1 Gbps (Copper) ports for network connectivity. All servers should fully be populated with fibre module.
- All servers should be minimum 4 no. of 16 Gbps HBA port (with module) for any future requirement

Note for Non – Production environments :

- If the bidder is proposing to supply physical servers then selected bidder will be required to supply, install, and maintain hardware as per minimum sizing, configuration and business data point mentioned in RFP. However, if the solution required higher compute, storage & other required items to meet the SLA mentioned in the RFP then bidder can propose hardware sizing over and above minimum sizing as stated above.
- If the bidder is proposing the solution to be deployed in VM environment, then the selected bidder has to ensure that the total compute, storage & other required items should not be less than the compute mentioned in the above table. Regarding if any additional hardware, software license required, bidder should factor the same without any additional cost to the Bank.
- If production is on physical machines, then non-production environment should also be on physical machines and If production is on VMs then non-production environment should also be on VMs.
- All servers should have min 2 no. of 10 Gbps (Fibre SFP) and 2 no. of 1 Gbps (Copper) ports for network connectivity. All servers should fully be populated with fibre module.
- All servers should be minimum 2 no. of 16 Gbps HBA port (with module) for any future requirement. At DR site, the same SAN switch shall be used for non-production environment also for the respective specific country.





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NOTICE TO THE BIDDERS

16.03.2022



Sub: Extension of Bid Submission date in respect of “Request for Proposal (RFP) for procurement of comprehensive Anti-Money & Trade based Money Laundering Solution for Hongkong & Singapore Centers. RFP Ref. No: UCO/DIT/3837/2021-22 Date: 29.01.2022”.

The last date for submission of bid documents for “Request for Proposal (RFP) for Procurement of Comprehensive Anti-Money & Trade Based Money Laundering Solution for Hongkong & Singapore Centers” which was scheduled on **16.03.2022** is hereby extended **upto 29.03.2022 (4:00 P.M.)**. Technical bids will be opened on **29.03.2022 at 4:30 P.M.**

Department of Information Technology
Head Office, Kolkata