



UCO BANK

Department of Information Technology

**Request for Proposal (RFP) for Supply, Commissioning, Maintenance & Management of Link on Dual SIM Based 4G/5G Connectivity (Re-tendering)**

**RFP REF No: DIT/BPR & BTD/OA/3457/2020-21 Date: 01/03/2021**

**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.				Request Bank to please allow separate Contract/PO for Bandwidth and Hardware	Clause stands as per RFP
2.	49	5	The round trip delay of the network at any time should not be more than 100 msec (average) with 50% link utilization and packet drop should be less than 0.1%.	The round trip <b>end to end</b> delay of the network at any time should not be more than <del>100</del> <b>150</b> msec (average) with 50% link utilization and packet drop should be less than <del>0.1%</del> <b>0.2%</b>	Clause modified as below:  The <b>end to end</b> delay of the network at any time should not be more than <b>150</b> msec (average) with 50% link utilization and packet drop should be less than <b>0.2%</b>
3.	28	3	e. The Bank reserves the right to decrease or increase the no. of branches up to 25% (Twenty-Five percent) of the projected no. of branches with the bidder/s at the agreed price, terms and conditions during the contract period. Any	Since it's a rental contract thus prices are quoted on volume and tenure basis. Any addition of quantity would be on revised commercial basis.	Clause stands as per RFP

			decision of Bank in this regard shall be final, conclusive and binding on the bidder		
4.	29	4	<p>.....The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no ....</p>	<p><b>Remark:</b> Request Bank to clarify below point:</p> <p><b>1) Normalization process at every stage of bid submission : How many stages are there?</b></p> <p><b>2) The resubmissions can be requested by the Bank in the following two manners: How many times resubmission will take place?</b></p> <p><b>3) The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied: What is criteria of satisfaction?</b></p>	Clause stands as per RFP
5.	31	4.1.13	<p>....However, if additional backhaul bandwidth is required for running the branches under this RFP Bank shall place order with the selected bidder in tranche of 20 Mbps. Further, Bank shall pay the cost of Backhaul bandwidth based upon the lowest rate between the existing and the discovered rate (from this RFP).</p>	<p>Backhaul charges should be paid in line with the discovered rate under this RFP.</p>	Clause stands as per RFP
6.	32	4.1.17	<p>A separate VPN is to be created only for Bank network and in no way the VPN should be shared with other customers sharing the MPLS backbone. Bank MPLS Network must be accessible to Bank nodes only. Bank has implemented IPSEC VPN in its existing network. Bank will also run IPSEC VPN on</p>	<p>Remark: We understood that connectivity link will be provided by Bidder. However, APN and other features will be created by Bank on Bank edge router. Please confirm.</p>	Clause is self-explanatory

			<p>this MPLS link and there should not be any dependency from bidder/ bidder on this implementation while integrating their MPLS network. Further,</p>		
7.	33	4.1.26	<p>The bidder shall respond on the issues/complaints lodged by the Bank/NI as per the following severity matrix:</p> <p>Technical Severity Level-----Time to Respond  Level 1 (High)-----15 minutes  Level 2 (Moderate)-----30 minutes  Level 3 (Low)-----60 minutes</p>	<p><b>Remark:</b> Request Bank to consider practical respond time lines to resolve the technical issues/complaints lodged by Bank/NI as suggested below.</p> <p><b>Suggestion: Technical Severity Level-----Time to Respond</b>  <b>Level 1 (High)-----60 minutes</b>  <b>Level 2 (Moderate)-----90 minutes</b>  <b>Level 3 (Low)-----120 minutes</b></p>	Clause is self-explanatory
8.	38	4.1.46	<p>Audit: Bank and/or third party consultants hired by Bank should have rights to audit/review the whole setup of the bidder catering to Bank's application. The Bidder should provide proper access to the documents required by the auditors. The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to inspecting auditors of the Bank and extend full cooperation in carrying out of such inspection. The bank has reserves the right to call for any material information/report etc</p>	<p>Bidder reserves the right to withhold any financial/ sensitive data sharing with buyer or with any external monitor. All possible support and cooperation will be extended within legal limit if there is any allegation of breach</p>	<p>Audit is always at Bank's discretion. The Scope of Audit will be limited to the connectivity /network architecture concerned to UCO Bank only.</p> <p>Clause Stands as per RFP</p>
9.	38	4.1.45	<p>During the contract period, the Bank reserves the right to add/ upgrade/replace/move any or all hardware components installed at the specified locations. In such eventuality, the bidder shall be obliged to carryout</p>	<p>Any addition of hardware would be on chargeable basis beside charging for any movement of material from one location to another</p>	Clause Stands as per RFP

			necessary activities for facilitating such operations (if required) as advised by the Bank from time to time, with <b>mutually agreed</b> terms. Further, if at any point of time bidder upgrades/updates its own infrastructure then any upgradation at bank end required for this purpose has to be done by the bidder without any cost to bank.		
10.	38	4.1.48	The bidder shall ensure multicast support in their MPLS network (regardless of the multicast types such as dense mode, sparse mode etc.) at no additional cost to the Bank.	Remark: Request Bank to please specify if there is any specific requirement for multicast?	Clause is self-explanatory
11.	40	4.1.68	Any damage to the network devices/spares involved in establishing the link, arising out of electrical/lighting/voltage/Earthing issues needs to be replaced by the bidder free of cost.	As per clause 4.1.67, Providing uninterrupted power supply is Buyer's responsibility and any damage on account of earthing or power surges etc should be reimbursed by buyer	It is Clarified that: This is applicable while implementation of link earthing and other electrical parameter to be checked by the bidder which should be fit to establish the link.
12.	40	4.1.67	. . . . Bidder should take adequate insurance for deploying hardware at no cost to Bank for preventing the equipment from any kind of damages	<b>Remark:</b> We understood that Bidder's insurance policy shall be applicable till Installation and commissioning of equipment. After completion of I&C, safety of equipment falls under Bank responsibility.	Clause is self-explanatory
13.	41	4.1.76	During the tenure of the contract or till the link(s) is/are being used at the site(s), the bidder shall bear all the <b>operational costs associated with commissioned link(s)</b> . The Bank shall pay only the fixed recurring cost and one-time shifting charges (wherever applicable) for the commissioned links.	<b>Remark:</b> Request to share all mentioned format.	It is Clarified that: Bank will provide the necessary electricity required for running the devices.

14.	43	4.1.88	Bank, at its discretion, may surrender any link at any location at any time by giving the bidder a notice period of 30 days.	<b>Remark:</b> As we know it is rental deal. So request you to delete termination on convenience clause " Bank, at its discretion, may surrender any link at any location at any time by giving the bidder a notice period of 30 days".	Clause Stands as per RFP
15.	43	4.1.89	The Bank reserves the right to place Purchase Order (PO) for lesser number of links than the number of links/locations specified in this of RFP document. Also, the Bank may issue multiple POs during the contract period	<b>Remark:</b> Request you to cap the variation threshold on links/locations quantity so that Bidder shall evaluate the rental proposition considering variation threshold parameter. Further, We understand that the variation shall be on the basis of clause 3(e), pg-29: "The Bank reserves the right to decrease or increase the no. of branches up to 25% (Twenty-Five percent) of the projected no. of branches with the bidder/s at the agreed price,...."	Clause Stands as per RFP
16.	45	4.1.100	a. Any VPN must be able to use the same address space as any other VPN. b. Any VPN must be able to use the same address space as the MPLS core. c. Routing between any two VPNs must be independent. d. Routing between any VPN and the core must be independent.	<b>Remark:</b> Request Bank to provide details on mentioned clause a,b,c and d.	Clause is self-explanatory
17.	45	4.1.100	Only Bank's authorized and approved APN should be configured	<b>Remark:</b> Provided services should be on private APN with credentials. Please confirm.	Clause is self-explanatory
18.	46	4.1.100	Selected Bidder shall ensure seamless IPsec traffic over MPLS network.	<b>Remark:</b> Request Bank to share that where will these IPSEC tunnels be terminated?	Clause is self-explanatory

19.	46	4.2.1	HARDWARE SPECIFICATIONS :	<b>Remark: It should be 3* GE configurable,we see that is a typo graphical erroe</b>	Please read the clause as :  3* GE configurable (WAN +LAN)
20.	50	6	The Bank will carry out the acceptance tests within 15 days of link handover for testing of successfully integration of MPLS on dual SIM based 4G/5G connectivity with Bank's network as per scope of work in Part IV. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor	1 The acceptance shall be deemed accepted on 16th day of link handover, if buyer fails to conduct the same within 15 days of such link handover notice OR from the date of placing the link in commercial use. Further buyer to give such acceptance format in advance, post signing of the contract.  2.The Acceptance Test criterias should be mutually agreed with the bidder before seeking implementation of the same	Clause Stands as per RFP
21.	50	7		Request Bank to change the payment term percentage deduction to 5% on every 0.5 reduction in uptime	Clause Stands as per RFP
22.	51	8	As per scope of this RFP, sub-contracting is not permitted.	We request Bank to allow sub-contracting as there are various works that will be executed by 3rd parties/franchises	Clause Stands as per RFP
23.	52	11	Any delay in commissioning/shifting of the link beyond the stipulated time period as per the clause of – Installation and Commissioning, Bank will charge penalty at 1 % of the order value for that link (link by link basis) per week or part thereof, subject to a maximum of	<b>Remark:</b> Request Bank to cap LD on delayed items/links as suggested below. <b>Suggestion:</b> Any delay in commissioning/shifting of the link beyond the stipulated time period as per the clause of – Installation and Commissioning, Bank will charge penalty at 1 % of the order value for that link (link by link basis) per week or part	Clause is self-explanatory


			<p>10% of the order value of that link excluding GST and other applicable taxes (if any). The Bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.</p> <p>After elapsing of stipulated time period including 10 Weeks Liquidated damages period, if selected bidder fails to implement any or all MPLS links in sites, the order for such links will be deemed cancelled after imposing one year rental cost of said link as penalty amount. ....</p> <p>Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be</p>	<p>thereof, subject to a maximum of 10% of the <del>delayed items/ links site wise-order value</del> of that link excluding GST and other applicable taxes (if any).</p> <p>1. Request customer to limit the LD penalty to just 10% of the order value of that particular link and abolish the second penalty of 1 yr rental cost of that link.</p> <p>2. Further please remove multiple penalties under this RFP, total penalties should not exceed 10% of the order value of that particular link</p>	
24.	54	14	<p>b. The selected bidder have to claim the link charges quarterly in arrears on per-link for all types of links based on the achievement of SLAs defined in the document. The selected bidder should submit the link-wise uptime achieved to enable the Bank to pay quarterly charges</p> <p>e. The selected bidder should provide consolidated state wise invoices for each commissioned sites (in that particular State). i.e. One single invoice should be generated for each State irrespective of the number of links Bank is having in that particular State</p>	<p>The mentioned payment term does not include hardware payment term OR Rental charges towards equipment.</p> <p>Request customer to pay 20% advance and 80% of hardware cost if it's a CAPEX deal else allow quarterly advance payment towards hardware rental cost.</p> <p>Further it is requested to buyer to pay bandwidth charges and hardware/rental charges separately</p> <p>2. Invoices will be generated in line with current GST norm and internal consolidation will be done manually</p>	Clause Stands as per RFP

25.	56	17( e)	e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information ....	GST to be paid on actual basis by customer based on the prevailing rate	Clarified as: Taxes shall be paid as per actuals.
26.	63	24	- The bidder goes into liquidation voluntarily or otherwise	No penalties/recoveries should be called in against Order Cancellation under this category of liquidation	Clause Stands as per RFP
27.	63	24 (I)	I) 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.	Request Bank to consider that "Risk Purchase shall be limited to 100% value of the faulty equipment".	Clause Stands as per RFP
28.	63	24	- If deductions on account of <u>liquidated damages exceed more than 10% of the total order price.</u>	<b>Remark:</b> Request Bank to allow 30 days cure period and Risk purchase to be capped at 100% of undelivered/delayed services/goods.	Clause Stands as per RFP
29.	63	24	I) If the bidder does not perform satisfactorily or delays execution of order, <u>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</u>	Request Bank to consider that "Risk Purchase shall be limited to 100% value of the faulty equipment".	Clause Stands as per RFP




			<p><u>have to incur in executing the balance order.</u> This clause is applicable, if for any reason, the order is cancelled.</p>		
30.	64	25	<p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, <u>(including reasonable attorney fees)</u>, relating to or resulting directly or indirectly from <u>i. an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract</u>, ii. Material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP. iii. use of the deliverables and or services provided by the Vendor, iv. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p>	<p>Request Bank to consider below points:  <b>1) Allow Bidder's to be liable for only direct losses.</b>  <b>2) As per RFP breach of performance is already getting evaluated with applicable LD's and ORDER CANCELLATION. So, request you to give relaxation on further indemnity.</b>  <b>(3) USE OF DELIVERABLES AS PROVIDED IS VAGUE AND ONCE THEY ARE INSPECTED AND ACCEPTED NO FURTHER LIABILITY FOR THE BIDDER SHOULD SUBSIST.</b></p> <p><b>Suggestion:</b> Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or <del>indirectly from i. an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract</del>, ii. Material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP. iii. <del>use of the deliverables and or services provided by the Vendor, RFP</del> REF No. DIT/BPR &amp; BTD/OA/2805/2020-21 DATE: 04/01/2021 Page: 72 of 181 iv. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p>	Clause Stands as per RFP

31.	64	25	<p>Ø Non-compliance of the vendor with Laws / Governmental Requirements  Ø IP infringement  Ø Negligence and misconduct of the Vendor, its employees, and agents  Ø <u>Breach of any terms of RFP, Representation or Warranty</u> Ø Act or omission in performance of service.</p>	<p><b>Request you to delete strike out content.</b></p> <p><b>Suggestion:</b> Non-compliance of the vendor with Laws / Governmental Requirements Ø IP infringement Ø Negligence and misconduct of the Vendor, its employees, and agents <del>Ø Breach of any terms of RFP, Representation or Warranty</del> Ø <del>Act or omission in performance of service.</del></p>	Clause Stands as per RFP
32.	65	25	<p>IV. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.</p>	<p><b>Remark:</b> Both parties must be responsible for direct damages, request you to delete the strike out content. Also Limitation of Liability must be mutual for both parties.</p> <p><b>Suggestion:</b> IV. Under no circumstances <del>either party bank</del>s shall be liable to the selected Bidder for <del>direct</del>, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even <del>if UCO Bank</del> the aggrieved has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.</p>	Clause Stands as per RFP
33.	66	28	<p>Delay in offering equipments for pre-delivery Inspection;</p>	<p>a) Delay in offering equipment's for pre delivery inspection <del>for reasons not attributed to Bidder and it shall be exempted from any penalty.</del></p> <p>c) The Bank shall have the option of purchasing the equipment from third party suppliers, <del>in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price.</del> 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>	Clause Stands as per RFP

				<b>Remark: Since the order will be placed post competitive bidding thus No re negotiation will take place on any account as buyer anyways penalties as deterrent to mitigate any loss.</b>	
34.	67	28	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.	The Bank shall have the option of purchasing the equipment from thirdparty suppliers, <u>in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price.</u> 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. HUGHES BUSINESS TO ASSESS COMMERCIALY	Clause Stands as per RFP
35.	68	32	f) Deductions on account of liquidated damages exceed more than 10% of the total work order. g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder. h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in	 <b>Remark:</b> Request Bank to allow 30 days cure period and Risk purchase to be capped at 100% of undelivered/delayed services/goods.	Clause Stands as per RFP

			executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.		
36.	69	33	The Bank, by written notice sent to the vendor, may terminate the Contract, 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.	<b>Remark:</b> Request you to delete termination on convenience clause.	Clause Stands as per RFP
37.	69	33	The Bank, by written notice sent to the vendor, may terminate the Contract, 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	The Bank, by written notice <b>of at least 90 days</b> sent to the vendor, may terminate the Contract, 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.	Clause Stands as per RFP
38.	71	38	a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner: i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. ii. The matter will be referred for	<b>Remark: Request Bank to give relaxation on settlement time frame on any dispute to resolve dispute amicably as suggested below.</b>  <b>Suggestion:</b> a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner: i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within <del>seven (7)</del> <b>30 days</b> of receipt of the	Clause Stands as per RFP

			negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.	notice. ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of <del>15 days</del> <b>45 days</b> .	
39.	118	44	44. During the contract period, the Bank reserves the right to add/ upgrade/replace/move any or all hardware components installed at the specified locations. In such eventuality, the bidder shall be obliged to carryout necessary activities for facilitating such operations (if required) as advised by the Bank from time to time, at no extra cost to the Bank.	Any addition of hardware would be on chargeable basis beside charging for any movement of material from one location to another	Clause Stands as per RFP
40.	121	83	Additionally, bidder shall maintain duly signed copies of certificates/reports such as "Site Survey", "Installation Certificate", "In Operations Certificate", "Acceptance report for successful commissioning" etc. with themselves for future references. Such documentation <b>in the format prescribed by the Bank shall be provided to the Bank/SI on regular basis</b> and/or on demand	 <b>Remark:</b> Request to share all mentioned format.	Prescribed format to be shared with successful bidder only.  Clause Stands as per RFP
41.	134	10	(10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK	This clause should be mutual. Legal to comment in line with securing bidder's payment interest	Clause Stands as per RFP

42.			Additional Clause Suggested by Hughes	Bidder shall have the right to terminate or suspend the relevant work order or the Agreement at it's discretion in the event of non-payment of contractual dues by UCO Bank for a period exceeding 60 days from the due date.	Not admissible.
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UCO BANK  
Department of Information Technology

**Request for Proposal (RFP) for Supply, Commissioning, Maintenance & Management of Link on Dual SIM  
Based 4G/5G Connectivity (Re-tendering)**  
**RFP REF No: DIT/BPR & BTD/OA/3457/2020-21 Date: 01/03/2021**

**Amendments, Addendums and Corrigendum's**

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**PART-V**

**5. SLA FOR NETWORK**

<b><u>Existing Clause</u></b>	<b><u>Modified Clause</u></b>
The round trip delay of the network at any time should not be more than 100 msec (average) with 50% link utilization and packet drop should be less than 0.1%...	The <b>end to end</b> delay of the network at any time should not be more than <b>150</b> msec (average) with 50% link utilization and packet drop should be less than <b>0. 2%</b> .