



**UCO BANK**

**Department of Information Technology**

**Request for Proposal (RFP) for “Procurement of SIP trunk with Toll free numbers for call centre”**

**RFP REF NO: DIT/BPR & BTD/OA/512/2020-21 Date: 17/06/2020**

**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	25	Part – IV Scope of Work	<b>a. Project Requirements</b> <b>6.</b> It is also expected that Bank may switch/extend Call Centre's to new locations to run any of their existing initiatives. It is further anticipated that in such a case TSP has to provide the services at both the location till the time service at new location get stabilized.	<b>1.</b> We are giving connectivity at specified location. Incase at later date the location is changed, this would incur additional cost. So either this clause should be removed or cost of connecting the new location should be paid separately. <b>2.</b> If we are providing the required SIPT service in a particular branch, then again for a separate branch/location we have to carry out feasibility in similar way and can provide service thereafter	Please refer to the corrigendum.
2	26	Part – IV Scope of Work	<b>(b) Implementation requirements</b> <b>1. Requirements of SIP trunking.</b> <b>1.8</b> There should be feature in self-care portal to request for upgrade the channels, raise/track service requests, View and pay bills online and view uptime reports.	In present self-care portal we have option to view CDRs & change termination no. For Ordering, service request, uptime reports we'll be assigning a RM	It is clarified that request for up-gradation of channels can be done in offline mode too.  Original Clause stands as per RFP.

3	27	Part – IV Scope of Work	(c) MIS requirements	Presently we have portal which can be accessed through a Static IP which provides user CDR details & functionality to change termination no. Client to share any specific format required for reports. We'll get back with feasibility of same. MIS can be provided offline.	It is clarified that CDR report can be provided in online and offline both.  Original Clause stands as per RFP.																		
4	75	Annexure – XVII Masked Commercial Format	<b>Table B (SIP):</b> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Particulars</th><th>Quantity (A)</th><th>Cost per month (B)</th><th>GST % &amp; Amt</th><th>Total Annual Cost C=A*(Bx12)</th></tr> </thead> <tbody> <tr> <td>1</td><td>SIP Charges including Firewall and other devices (with Incoming call facility)</td><td>70</td><td>XXXX</td><td>XXXX</td><td>XXXX</td></tr> <tr> <td>2</td><td>SIP Charges including Firewall and other devices (With Incoming &amp; Outgoing Call Facility)</td><td>30</td><td>XXXX</td><td>XXXX</td><td>XXXX</td></tr> </tbody> </table>	Sl. No.	Particulars	Quantity (A)	Cost per month (B)	GST % & Amt	Total Annual Cost C=A*(Bx12)	1	SIP Charges including Firewall and other devices (with Incoming call facility)	70	XXXX	XXXX	XXXX	2	SIP Charges including Firewall and other devices (With Incoming & Outgoing Call Facility)	30	XXXX	XXXX	XXXX	<p>1. (i) In current format, only monthly recurring charges are mentioned. Mention of call charges per minute is missing.</p> <p>(ii) Incase call charges are included, what will be criteria for deciding L1 as no approx. Outgoing minutes are mentioned.</p> <p>(iii) Need clarity how many SIP trunk are required – 1 or 2? All the channels of SIP trunk can be configured with same features i.e. only Incoming or I/C+OG both. It's not possible to configure partial channels of SIP for IC only &amp; partial for OG+IC</p> <p>(iv) We currently have flexibility of offering SIP channels in multiple of 30s. So we can provide either 90 channels or 120</p> <p>2. As per Sl. No. 1, Please confirm that the Firewall is provided by the customer. It is not considered as part of TSP's scope. Please clarify</p>	Please refer to the revised masked commercial format Annexure - XVII.
Sl. No.	Particulars	Quantity (A)	Cost per month (B)	GST % & Amt	Total Annual Cost C=A*(Bx12)																		
1	SIP Charges including Firewall and other devices (with Incoming call facility)	70	XXXX	XXXX	XXXX																		
2	SIP Charges including Firewall and other devices (With Incoming & Outgoing Call Facility)	30	XXXX	XXXX	XXXX																		
5	80	Annexure –XIX Technical Compliance Sheet	<b>Firewall (Minimum) Specifications</b> <b>Point no. 1.1:</b> Firewall throughput:- 5 gbps	<p>1. Next Generation Firewall application throughput in real world/production environment measured with application control and logging enabled using 64 KB HTTP/appmix transactions:- 500</p>	Please refer to the revised Annexure – XIX Technical Compliance Sheet.																		

				<p>Mbps.</p> <p>New Generation attacks cannot be prevented using basic legacy Layer 3 firewall protection. It should be equipped with application visibility, control and logging enabled from day 1 which is missing in the device specifications. Without these features the network will be prone to current day attacks resulting into compromising the security of the network. Will suggest to change to Real World Next Generation Application Throughput with mentioned parameter so that present day attacks can be prevented.</p> <p>2. Please delete the entire firewall specification as Firewall is not required for TFN and SIP trunk. SIP will interconnect with IPPBX directly</p>	
6	80	Annexure –XIX Technical Compliance Sheet	<p><b>Firewall (Minimum) Specifications</b></p> <p><b>Point no. 1.2:</b></p> <p>IPS throughput:- 500 mbps</p>	<p>Next Generation Firewall application throughput in real world/production environment measured with application control, IPS, antivirus, Anti malware anti-spyware, Advance Threat, Zeroday Protection, file blocking, and logging enabled, utilizing 64 KB HTTP/appmix transactions:- 240 Mbps</p> <p>New Generation attacks cannot be prevented using basic legacy firewall device with only IPS protection. It should be equipped with other prevention techniques like</p>	Please refer to the revised Annexure – XIX Technical Compliance Sheet.

				Vulnerability Prevention, AV, Anti Spyware, Anti Bots, Zero Day protection, logging enabled etc. Which is missing in the device specifications. Without these features the network will be prone to current day attacks resulting into compromising the security of the network. Will suggest to change to Real World Next Generation Threat Prevention Throughput with mentioned parameter so that present day attacks can be prevented	
7	80	Annexure –XIX Technical Compliance Sheet	<b>Firewall (Minimum) Specifications</b> <b>Point no. 1.3:</b> Concurrent sessions:- 2 million	Concurrent sessions with Layer 7 inspection enabled :- 64000 New Gen Firewalls work on application based security in Layer 7. Thus mentioning Concurrent Connection per second count must be on the basis of Layer 7 inspection enabled and on Real World traffic. Not on Layer 3 and ideal condition traffic.	Clause stands as per RFP.
8	80	Annexure –XIX Technical Compliance Sheet	<b>Firewall (Minimum) Specifications</b> <b>Point no. 1.4:</b> New sessions:- 30000/second	New sessions on HTTP traffic :- 4200/second. New session should be measured with HTTP traffic not layer 3 idle testing traffic mix	Clause stands as per RFP.
9	30	<b>Part – V</b> <b>3. Contract Period</b>	The contract period will be for a period of <b>3 (Three) years</b> which may be <b>extended for another one year</b> by the Bank at the same cost. The annual cost quoted by bidder should be valid for another one year after completion of 3 years contract period. However the Bank should not be under any obligation to extend the contract period. The Bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons. Any offer falling short of the contract	The Bank cannot arbitrarily terminate the contract by giving 2 months notices, since the bidder has incurred capex cost for the services provisioned, so therefore the same needs to be recovered. Further the pricing of Services is given based on the period of Contract, so that at the end of period there would be a break even of cost, therefore requesting termination be done only due to	Clause stands as per RFP.

			validity period is liable for rejection.	major breach or change in applicable law.	
10	31	<b>Part – V 5. Paying Authority</b>	<p>The payment will be made by <b>UCO Bank, Head Office</b>. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.</p> <p>However, Payment of the Bills would be released, on receipt of advice /confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.</p>	It is clarified herein that Payment of Bills to the bidder needs to be done within the agreed stipulated time period and not be delayed due to report or confirmations. Further any deductions to be made to the amounts payable would need to be done only after consultation and confirmation of bidder.	Clause stands as per RFP.
11	34	<b>Part – V 12. Confidentiality and Secrecy</b>	The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.	<p>1. We request for a mutual confidential and secrecy clause, since bidder is also sharing proprietary confidential information like pricing, network architecture and other information's.</p> <p>2. Legal Conditions. The confidentiality obligation should be mutual, wherein both parties' information is protected.</p>	Clause stands as per RFP.
12	35	<b>Part – V 14. Compliance with Laws</b>	<p>The selected bidder hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.</p> <p>The selected bidder has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall</p>	<p>1. The bidders are Telecom Service Providers herein and are governed or bound by RBI guidelines or its statutory requirements, therefore with regard to the obligation of the underlined statements would request the Bank to provide all necessary support in this matter.</p> <p>2. (i) Legal Conditions. If the Bidder is in default or breach, request customer to provide a cure period of 90 days. If the Bidder fails to rectify the breach or failure within the cure period, the contract may be terminated.</p>	Please refer to the Corrigendum

			<p>ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.</p> <p>If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the bidder, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one-month notice in writing.</p> <p>Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, UIDAI other regulatory authorities or due to industry level changes including cassette swap system to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.</p>	<p><b>(ii)</b> Legal Conditions. What is Cassette swap system? Need clarity from customer how will it be applicable on the Bidder?</p>	
13	37	<p><b>Part – V</b> <b>18. Right to Alter Quantities</b></p>	<p>Bank reserves the right to place an indicative order of <math>\pm 25\%</math> (Twenty Five Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions as mentioned in the commercial format i.e. Annexure – XIX. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.</p>	<p>The variations of alteration of order are too large as 25% would basically vary drastically the whole business proposition. We would request the Bank to consider a variation of around 5-10% which is an acceptable standard across the industry in regards to order. The variation of decision cannot be thrushes on bidder as final since there are various feasibility factors that would need to be evaluated beforehand.</p>	<p>Please refer to the corrigendum.</p>
14	38	<p><b>Part – V</b> <b>21. Indemnity</b></p>	<p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred</p>	<p>1. In the said clause the indemnity is being sought forth only from the bidder and Bank is not giving any</p>	<p>Please refer to the corrigendum</p>

			<p>or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	<p>indemnity for their breaches of the obligation laid down under the RFP including that of complying with applicable law, payment obligations, ensure compliance of service provisioned as per law, etc. Therefore request a mutual clause of indemnity.</p> <p><b>2.</b> Legal Conditions. The indemnity provision is very broad and cannot be accepted. Request customer to limit the indemnity to below events:</p> <p>i) any death or injury caused by negligent act or omission of the bidder;</p> <p>ii) any damage to tangible property caused by the negligent act or omission of the bidder;</p> <p>iii) any material breach of applicable law by Bidder;</p> <p>iv) any third party IPR breach knowingly caused by the bidder within the territory of India.</p>	
15	40	<p><b>Part – V</b></p> <p><b>25. Exit Option and Contract Re-Negotiation</b></p>	<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"> <li>Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;</li> </ul>	<p><b>1.</b> The Grounds mentioned therein are something which the bidder should be given a right to rectify the lapse or delay agreed herein within reasonable time. Only after failure of the bidder to take any action for rectification or recovery</p>	Please refer to the corrigendum

		<ul style="list-style-type: none"> <li>• Delay in offering;</li> <li>• Delay in commissioning project beyond the specified period;</li> <li>• Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;</li> <li>• Serious discrepancy in project noticed during the testing;</li> <li>• Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</li> <li>• Serious discrepancy in completion of project.</li> <li>• Serious discrepancy in maintenance of project.</li> </ul> <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 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.</p> <p>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>with suitable time period, then only should bank consider for invoking of Guarantee and cancellation of Contract.</p> <p>2. Legal Conditions. Request Deletion.</p>	
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			<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 to 12 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 / 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.</p> <p>In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.</p>		
16	41	<p><b>Part – V</b></p> <p><b>26. Signing of Contract</b></p>	<p>The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through Letter of Intent or within such extended period as may be specified.</p> <p>The SLA shall be based on the requirements of</p>	<p>1. The bidder wouldn't be able to blindly accept certain terms of the Purchase Order or a Deed of Indemnity that would be prescribed by the Bank subsequent to the bidder's submission of their</p>	<p>Please refer to the corrigendum</p>

			<p>this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.</p> <p><b>The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</b></p>	<p>bid, as the clause permits these documents to have an overarching right over the Agreement.</p> <p><b>2. Legal Conditions.</b> Request Bank to provide us the draft of the NDA and Indemnity for review by the Bidder.</p>	
17	42	<p><b>Part – V</b> <b>28. Verification</b></p>	<p>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.</p>	<p>The right to verify and inspect the vendor's facilities cannot be permitted, since the bidder is a licensed Service Provider and as per our license condition, other than a Govt. authorized body no one can inspect our facility.</p>	<p>Clause stands deleted.</p>
18	43-44	<p><b>Part – V</b> <b>33. Consequences of Termination</b></p>	<p>In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.</p> <p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by</p>	<p><b>1.</b> Any service provided by the Vendor post the receipt of termination notice from bank and during the transition phase from the Vendor to a third party, there was no reference or mention regarding the payment for the services provided during that period. So clarity is being sought with regards to services provided during the transition phase.</p> <p><b>2. Legal Conditions.</b> This right will be operational only if the contract is terminated for default of the bidder which the bidder doesn't cure within 90 days of getting the notice of the same.</p>	<p>Clause stands as per RFP.</p>

			<p>UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative / personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.</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 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>		
19	48	<p><b>Part – V</b></p> <p><b>38. Limitation of Liability</b></p>	<p>Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for</p> <p>a. IP Infringement indemnity.</p> <p>b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p> <p>Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p>	<ol style="list-style-type: none"> <li>1. Under Indian Contract Law Section 73 restricts a party is not liable for indirect, consequential, incidental or special damages. So therefore we request removal of this clause, since the same is bad under law.</li> <li>2. Legal Conditions. Not agreeable. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</li> </ol>	Please refer to the corrigendum

20	25	Part – IV Scope of Work	<p><b>a. Project Requirements</b></p> <p>7. The bidder should provide firewall for removing unwanted traffic.</p>	SBC is an integral part of SIP service which has capability of protection against "flood" attacks (DoS, DDoS), preventing unwanted ingress into the enterprise network (topology hiding), transcoding of media etc. Is there any other requirement highlighted here	Please refer to the revised Annexure – XIX Technical Compliance Sheet.
21	26	Part – IV Scope of Work	<p><b>(b) Implementation requirements</b></p> <p><b>1. Requirements of SIP trunking.</b></p> <p>1.3 The SIP gateway to be provided by the provider should support G. 711*, G.711.1, G.729.1 and all telecom standard codec(s). The SIP gateway to be provided by the provider should support G.711 codec and as well other relevant SIP standard codecs.</p>	Requested to share the exact Codec for proper BW calculation	Clause stands as per RFP.
22	26	Part – IV Scope of Work	<p><b>(b) Implementation requirements</b></p> <p><b>1. Requirements of SIP trunking.</b></p> <p>1.4 The calling party will call on a given toll free number and the SIP trunking should provide original called party number and original calling party number to the IVR platform. For e.g. if the given toll free number is 1800-XXXX and the calling party number is +91-XXXXXXX then the SIP trunking shall able to clearly identify and pass the below information to IVR Platform.</p> <p>1.4.1 Calling Party Number : +91-9XXX XX XXXX</p> <p>1.4.2 Called Party Number: 18XX-XXXX-XXXX</p>	Need clarity on the IVR part. Please note that our IN platform will pass the actual caller CLI to the SIP Trunk. Original called party number is the 1800xxxxx number, this information will not be passed to the IVR platform. Tollfree is a virtual number which is mapped to SIP Trunk.	<p><b><u>The modified clause to be read as:</u></b></p> <p><b>Part – IV</b></p> <p><b>Scope of Work</b></p> <p><b>(b) Implementation requirements</b></p> <p><b>1. Requirements of SIP trunking.</b></p> <p>1.4 The calling party will call on a given toll free number and the SIP trunking should provide original called party number and original calling party number to the IVR platform. For e.g. if the given toll free number is 1800-XXXX and the calling party number is +91-XXXXXXX then the SIP trunking shall able to clearly identify and pass the below information to IVR Platform.</p> <p>1.4.1 Calling Party Number : +91-9XXX XX XXXX</p> <p>1.4.2 Called Party Number: 18XX-XXXX-XXXX <b>(Bidder should provide the DID number which</b></p>

					can be mapped with the Bank's existing IVR system.)
23	26	Part – IV Scope of Work	<b>(b) Implementation requirements</b> <b>1. Requirements of SIP trunking.</b> <b>1.11</b> TSP should share compliance certificate along with test report which outlines Toll Free number has been successfully tested from all the circles with all TSP from prepaid, post-paid and land line series.	<b>1.</b> TFS is a logical number which is handled by a NGN as per the routing defined in IN platform and hence has no dependency on circle/location. So this kind of certificate doesn't stand <b>2.</b> Please consider Self-Declaration as the proof	It is clarified that self-declaration from authorized signatory of bidder in the format specified in <b>Annexure – XX</b> will be accepted. Original Clause stands as per RFP.
24	27	Part – IV Scope of Work	<b>(b) Implementation requirements</b> <b>1. Requirements of SIP trunking.</b> <b>1.17</b> In case of any sub-contracting, the bidder should bring out the same as part of their response to this RFP, along with supporting documents. In case of any subsequent sub-contracting, the TSP will take prior approval of Bank.	For doing the Last mile connectivity a Bidder may bank upon an external enlisted vendor especially for the Fiber related works and all which is a common practice for the Telecom SPs. Does Bank require any document in this respect too?	Clause is self-explanatory.
25	27	Part – IV Scope of Work	<b>(c) MIS requirements</b> The TSP shall design, implement and develop a tool to monitor the performance indicators listed as per the SLAs mentioned in the RFP, along with SIP uptime reports with circle wise breakup reports. The TSP would also be required to provide/facilitate centralized MIS reports to meet the reporting requirements. Various MIS reports, but not limited to, required for the project, covering the SLA and performance parameters would be required. For MIS reporting system the TSP will ensure that: 1. The MIS system should be able to export the report data to industry standard read-only formats, word processing, spread-sheet etc. 2. The MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per requirement of Bank. 3. Provision for internet / web based access of these MIS reports for around 30 Bank users shall	<b>1. (i)</b> The MIS system should be able to export the report data to industry standard read-only formats, word processing, spreadsheet etc. Bank will be given access of self-care portal for Tollfree service, request for CDRs can be raised on portal & the report will be sent via email in csv format. <b>(ii)</b> The MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per requirement of Bank. Report format is fixed and common for all the Toll-free customers, same cannot be customized for each customer/Toll-free number. We can share a	It is clarified that <b>(i)</b> Portal should have feature to download the report data. <b>(ii)</b> In the case of fixed format, bidder should ensure to add more report as per requirement of bank on demand at free of cost. <b>(iii)</b> Same login ID can be use. <b>(iv)</b> Real time monitoring of SIP-Channels require to diagnose the exact issue in the case of complete service down.  <b>(v)</b> Report should contain, Channelwise Uptime, Calling Number info, Call success ratio, missed call reports, idle duration, used duration, pulse

			<p>be made by the TSP.</p> <p>4. TSP will provide Management Interface to change the mapping of DID and real time monitoring of SIP trunk usage.</p>	<p>format that we support in due time for validation</p> <p><b>(iii)</b> Provision for internet / web based access of these MIS reports for around 30 Bank users shall be made by the TSP. Web based self-care portal access can be extended to the customer, there will be one customer login ID.</p> <p><b>(iv)</b> TSP will provide Management Interface to change the mapping of DID and real time monitoring of SIP trunk usage. Real time modification of routing number can happen via self-care portal but there is no real time monitoring of Toll-free usage. Bank can raise the request on portal for a previous day usage. Date selection is restricted to max. last 30days usage.</p> <p>2. <b>(i)</b> Please delete the clause - As this is to be done by IPPBX vendor with help of cause codes etc.</p> <p><b>(ii)</b> Please specify the data and specific format -is it Uptime, MTTR or Calling analytics which include CDR, call success ratio, missed call reports etc.</p> <p><b>(iii)</b> Kindly elaborate the requirements, as there is a need for standardization of the data field detail</p> <p><b>(iv)</b> Does that mean 30 different user ID and password to login and extract the reports. Please clarify</p> <p><b>(v)</b> What is SIP Trunk usage here, as</p>	<p>consumed, call type etc. as per industry standards.</p> <p><b>(vi)</b> 30 simultaneous login feature require. It may be same login id.</p> <p><b>(vii)</b> Channel wise report require.</p> <p><b>(vi)</b> Portal should have feature to download Uptime Report/ Link utilization report etc.</p> <p>Original Clause stands as per RFP.</p>
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				<p>for toll-free service SIP Trunk is primarily used as incoming lines, in that case is it channel utilization being asked. Need clarity.</p> <p><b>(vi)</b> Online Reports like SR status / link utilisation shall be available to the account Authorized Signatory at the TSP Business Self-care Portal. Uptime Reports are basis the tickets logged at the TSP Business Service Support and shall be shared on demand. Hope its fine</p>	
26	10	<p><b>Part – II:</b> <b>INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS</b></p>	<p><b>4. Earnest Money Deposit</b> Procurement of SIP trunk with Toll free numbers for call centre Rs.10,00,000/- (Rupees Ten Lakhs Only)</p>	<p>EMD amount to be reduced to Rs 2 lakhs</p>	<p>Clause stands as per RFP.</p>
27	8 & 72	<p><b>PART – I</b> <b>3. Eligibility Criteria &amp; Annexure – XV Eligibility Criteria Compliance</b></p>	<p><b>Point no. 5:</b> The bidder should have implemented the proposed solution at least in one government organization or BFSI categorized institutes or PSUs during last three financial years</p> <p><b>Documents required:</b> Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates/ Installation Reports /Payment Receipt/ Project Sign-Offs in the last three years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</p>	<ol style="list-style-type: none"> <li>1. Experience certificate will be given as self-declaration as eligibility criteria.</li> <li>2. We have not implemented proposed solutions in any of the mentioned Govt. Organisation/BFSI/PSU, but our consortium TSP has implemented in mentioned organization so please let us know if it will satisfy the clause.</li> <li>3. As you understand we are a new player in the industry hence request you to kindly modify this clause, allowing us to participate. And we have recently started our offerings of SIP trunk and Toll Free. Suggested Clause is: Eligibility Criteria - The bidder should have minimum two order of SIP trunk with minimum 100 channels each</li> </ol>	<p>It is clarified that bidder can submit separate documentary evidence for implementation of toll free services, SIP trunk and Firewall at different government organization or BFSI categorized institutes or PSUs during last three financial years.</p> <p>Original Clause stands as per RFP.</p>

				in government organization or BFSI categorized institutes or PSUs or Private Sector during last three financial years. - Documentary evidence with relevant copies of Purchase Order/ Work Order	
28	31	<b>Part – V</b> <b>6. Performance Bank Guarantee</b>	The Bank will require the selected bidder to provide a Performance Bank Guarantee, format as per <b>Annexure-“IV”</b> , within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership of the respective group. The Performance Guarantee should be valid for a period of <b>39 months (with three months claim period)</b> . The Performance Guarantee shall be kept valid till completion of the project. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.	PBG will be issued as 10% of AOV for validity of 1 year and renewal Y-O-Y.	Clause stands as per RFP.
29	7 & 72	<b>PART – I</b> <b>3. Eligibility Criteria &amp; Annexure – XV Eligibility Criteria Compliance</b>	<b>Point no. 2:</b> The company should be in existence for more than 3 years in India and having its own office in Kolkata. <b>Documents required:</b> Copy of proof including lease agreement for its Kolkata office is to be submitted.	<ol style="list-style-type: none"> <li>1. We are not having local office in Kolkata, but our consortium TSP (Telecom Service Provider) has local office, please let us know whether will it satisfy this eligibility point.</li> <li>2. Can GST be considered as proof of address for Kolkata office instead of lease agreement? Kindly confirm.</li> </ol>	<p>It is clarified that GST and self-certified copy from authorized signatory of bidder will be accepted.</p> <p>Original Clause stands as per RFP.</p>
30	8 & 72	<b>PART – I</b> <b>3. Eligibility Criteria &amp; Annexure – XV Eligibility Criteria Compliance</b>	<b>Point no. 3:</b> The Bidder should have a minimum annual turnover of Rs. 20 Crores per year during the last three financial years i.e. (2016-17, 2017-18 & 2018-19). <b>Documents required:</b> Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be	<ol style="list-style-type: none"> <li>1. We are not Rs.20 Crores annual turnover company, we request you to please remove this clause.</li> <li>2. As you understand we are a new player in the industry hence request you to kindly ask for average turnover for last 3 FY. Suggested Clause is: "Eligibility Criteria - The Bidder should have a</li> </ol>	<p><b><u>The modified clause to be read as:</u></b></p> <p>The Bidder should have a minimum annual turnover of Rs. 20 Crores per year during the last two financial years i.e. (2017-18 &amp; 2018-19).</p> <p><b>Documents required:</b></p> <p>Copy of the audited balance</p>



			submitted along with Chartered Accountant Certificate.	minimum average annual turnover of Rs. 20 Crores during the last three financial years i.e. (2016-17, 2017-18 & 2018-19)."	sheet of the company for the consecutive last two financial years (2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.																						
31			General	<p>We, TATA Tele services are interested to bid for the shared opportunity. We tried reaching on the shared contact no. which didn't connected. Request to share contact person details with coordinates to get updated on following queries.</p> <p>1. Any TATA teleservices ongoing.</p> <p>2. Is this the Replacement of an Existing Service Provider?</p> <p>3. Competition name's?</p> <p>4. Any extension on bid submission date?</p> <p>Kindly answer on above points.</p>	Please refer to the RFP.																						
32	17	Part – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS	<b>32. Submission of Offer –Three Bid System</b> The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.	We understand that the Softcopy could be in the form of USB drive or CD or DVD. Kindly confirm	It is clarified that Softcopy in the form of USB drive or CD or DVD will be accepted.  Original Clause stands as per RFP.																						
33	32	Part – V 8. Uptime & Penalty	<p>The details of imposition of penalty is appended below:</p> <table><tr><th>Level of uptime per month</th><th>Penalty Charges</th></tr><tr><td>99.98 % and above</td><td>No Penalty</td></tr><tr><td>99.00 % and above but below 99.98%</td><td>1 % of total cost of monthly bill amount</td></tr><tr><td>98.00 % and above but below 99.00%</td><td>2 % of total cost of monthly bill amount</td></tr><tr><td>97.00 % and above but below 98.00%</td><td>5 % of total cost of monthly bill amount</td></tr><tr><td>Below 97.00 %</td><td>10 % of total cost of monthly bill amount</td></tr></table>	Level of uptime per month	Penalty Charges	99.98 % and above	No Penalty	99.00 % and above but below 99.98%	1 % of total cost of monthly bill amount	98.00 % and above but below 99.00%	2 % of total cost of monthly bill amount	97.00 % and above but below 98.00%	5 % of total cost of monthly bill amount	Below 97.00 %	10 % of total cost of monthly bill amount	<p>1. (a) Request you to kindly relook at the SLA asked and bring it in line with the industry best practices, which is uptime of 99.5%. Currently the SLA asked is nearly impossible. Suggested Clause is:</p> <p>- 99.50% and above - No Penalty</p> <p>- 99.00% and above but below 99.50% - 1% of total cost of monthly bill amount</p> <p>- 98.00% and above but below 99.00% - 2% of total cost of monthly bill amount</p>	<p>Clause has been modified only in terms of "details of imposition of penalty" , as below :-</p> <table><tr><th>Level of uptime per month</th><th>Penalty Charges</th></tr><tr><td>99.90 % and above</td><td>No Penalty</td></tr><tr><td>99.00 % and above but below 99.90%</td><td>1 % of total cost of monthly bill amount</td></tr><tr><td>98.00 % and above but below 99.00%</td><td>2 % of total cost of monthly bill amount</td></tr><tr><td>97.00 % and</td><td>5 % of total cost</td></tr></table>	Level of uptime per month	Penalty Charges	99.90 % and above	No Penalty	99.00 % and above but below 99.90%	1 % of total cost of monthly bill amount	98.00 % and above but below 99.00%	2 % of total cost of monthly bill amount	97.00 % and	5 % of total cost
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				<p>- 97% and above but below 98.00%</p> <p>- 5% of total cost of monthly bill amount</p> <p>- below 97% - 10% of total cost of monthly bill amount</p> <p><b>(b)</b> Need clarity on SLA parameter as well in bid it is mentioned as uptime. is it link uptime or service uptime</p> <p><b>(c)</b> Legal Conditions. Request Customer to add the following exclusion to the SLA:</p> <p>(i) Any act or omission on the part of the Customer including but not limited to failure to notify the Customer Care Desk of Bidder through the process defined by Bidder of a Service disruption.</p> <p>ii. The failure of Customer's applications, equipment, or facilities including any third-party equipment.</p> <p>iii. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Bidder personnel.</p> <p>iv. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE.</p> <p>v. Planned repairs, modifications or maintenance notified to Customer in advance.</p>	<table><tr><td>above but below 98.00%</td><td>of monthly bill amount</td></tr><tr><td>Below 97.00 %</td><td>10 % of total cost of monthly bill amount</td></tr></table> <p>Original Clause stands as per RFP.</p>	above but below 98.00%	of monthly bill amount	Below 97.00 %	10 % of total cost of monthly bill amount
above but below 98.00%	of monthly bill amount								
Below 97.00 %	10 % of total cost of monthly bill amount								

				vi. Unauthorized changes to Equipment or CPE made by Customer without notifying Bidder vii. Force Majeure Events	
34	32	Part – V 9. Liquidated Damage	The Bank will impose liquidated damages i.e. 1% of the undelivered items/call agent (monthly cost) assigned particular project cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each contract. If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already by the Bank as Liquidated Damage for non-performance. Both the above Liquidated Damages are independent of each other and are applicable separately and concurrently. Overall cap for penalties under this clause will be 10% of the contract value of the respective assignment. LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment	1. <b>(i)</b> Request you to kindly relook at the LD asked and bring it in line with the industry best practices, which is LD of 0.5% per week. Currently the LD penalty is very harsh. <b>Suggested Clause is:</b> The Bank will impose liquidated damages i.e. 0.5% of the undelivered items/call agent (monthly cost) assigned project cost per week or part thereof, for delay in not adhering to the time schedule for commitment under each contract.  <b>(ii)</b> Request you to kindly relook at the LD asked and bring it in line with the industry best practices, which is cap of 5%. Currently the LD penalty is very harsh. <b>Suggested Clause is:</b> Overall cap for penalties under this clause will be 5% of the contract value of the respective assignment.	Clause stands as per RFP.
35	59	Annexure –VII	<b>UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS (TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)</b>	STAMP PAPER & NOTARIZATION. With current situation of COVID-19 Pandemic; there are sometimes issue in getting stamp paper and legal notarization. Can we submit such declarations on letter head	It is clarified that declarations on letter head from authorized signatory of bidder will be accepted.  Original Clause stands as per RFP.
36	64	Annexure –XII	<b>Certificate from Chartered Accountant (signed &amp; stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net</b>	<b>Tender Specific CA Certificate.</b> With current situation of COVID-19 Pandemic; there are sometimes issue	Clause stands as per RFP.

			worth etc.)	in getting defined format certificate from CA. Can we submit general CA certificate we already have (usually submitted in other bids) which provides information on annual turnover, etc. along with Audited Financial Statements	
37	25	Part – IV Scope of Work	<p><b>a. Project Requirements</b></p> <p>2. Our Existing System is running on IP PBX system. Vendor has to complete the integration of SIP trunk with Bank's existing Phone Banking system and provide an Ethernet drop for integration. For the purpose of integration, all types of items will be provided by vendors and cost of those items will be borne by vendor.</p>	<p>1. (i) Please clarify - TSP will provide SIP trunk and IPPBX vendor will be responsible for any license / hardware software on the IPPBX for compatibility</p> <p>(ii) Telecom service provider will provide the required SIP trunk channel &amp; will provide the link on Ethernet handoff. Bank to have the required IP PBX with required SIP license on this IP PBX. Bank to integrate the SIP trunk in their PBX.</p> <p>(iii) Please provide IPPBX OEM name and make. Also confirm that needful SIP License and software is part of the IPPBX vendor's scope</p>	<p>Clause stands as per RFP.</p> <p><b>IP PBX Details:</b> Open source asterisk based soft IP PBX.</p>
38	25	Part – IV Scope of Work	<p><b>a. Project Requirements</b></p> <p>3. The SIP trunk to be terminated at Bank's Disaster Recovery Centre at Kolkata with self-healing ring based architecture. The last mile should be on Fibre coming via two different physical paths. A diagram showing path redundancy should be submitted.</p>	Customer need to provide two different physical paths inside the building premises	<p>It is clarified that bank will provide two different paths inside the building premises.</p> <p>Original Clause stands as per RFP.</p>
39	25	Part – IV Scope of Work	<p><b>a. Project Requirements</b></p> <p>4. The connectivity needs to be terminated at our Kolkata Data Centre primarily and may be implemented to other offices of UCO BANK in country, as per requirement.</p>	Customer need to provide necessary rack space, power in MMR room and cross-connect at the DC. Jio will terminate the link at MMR room	It is clarified that Power and Rack space will be provided by Bank. Single Ethernet Link has to be terminated at 6 <sup>th</sup> floor, Data Center, UCO Bank, Head Office-II, Department of Information Technology, 6th Floor, 3 & 4 DD Block Sector-1, Salt Lake, Kolkata-

					700064. Original Clause stands as per RFP.
40	25	Part – IV Scope of Work	<b>a. Project Requirements</b> <b>5.</b> The bidder would be required to provide the services as detailed out in the scope of work of this RFP and the required payment shall be made on the numbers of SIP pulses consumed as per the requirement, subject to deductions due to SLAs and penalties if any, as defined in this RFP.	Please consider flat fee per channel - without the need for pulses consumed	Clause stands as per RFP.
41	25	Part – IV Scope of Work	<b>a. Project Requirements</b> <b>7.</b> The bidder should provide firewall for removing unwanted traffic.	Please delete the clause - Any such filtering can be done only in the IPPBX for SIP Trunk. Also, Firewall is not for voice networking. You may further clarify the purpose otherwise for better understanding	Please refer to the revised Annexure – XIX Technical Compliance Sheet.
42	26	Part – IV Scope of Work	<b>(b) Implementation requirements</b> <b>1. Requirements of SIP trunking.</b> <b>1.1</b> There is a requirement to initially set-up 100 channels SIP trunking at Kolkata Data Centre. To manage the call volume, number of SIP Channels may be increase/decrease as per the future requirements of Bank.	Request bank to have the required OSP license from competent authority.	Query not admissible
43	26	Part – IV Scope of Work	<b>(b) Implementation requirements</b> <b>1. Requirements of SIP trunking.</b> <b>1.5</b> Each toll free number should be mapped with either same toll free number or specific DID.	Toll free number will be mapped to Pilot number of SIP Trunk.	Clause is self-explanatory.
44	26	Part – IV Scope of Work	<b>(b) Implementation requirements</b> <b>1. Requirements of SIP trunking.</b> <b>1.8</b> There should be feature in self-care portal to request for upgrade the channels, raise/track service requests, View and pay bills online and view uptime reports.	<b>1. (i)</b> Please delete upgrade of channels - As this is done through CAF & CF form use due to regulatory requirements <b>(ii)</b> Uptime Reports are basis the tickets logged at the TSP Business Service Support and shall be shared on demand	Please refer to the corrigendum
45	27	Part – IV Scope of Work	<b>(b) Implementation requirements</b> <b>1. Requirements of SIP trunking.</b> <b>1.14</b> The pulse rate costs quoted by the bidder	Please consider flat fee per channel - without the need for pulses consumed	Clause stands as per RFP.

			should be inclusive of all costs incurred for installation and maintenance for telecom infrastructure till the data centre including all statutory cost made towards obtaining SIP trunking.																				
46	27	Part – IV Scope of Work	<p><b>(b) Implementation requirements</b></p> <p><b>1. Requirements of SIP trunking.</b></p> <p><b>1.16</b> All types of statutory compliance of DOT should be managed and procured by TSP on behalf of UCO Bank.</p>	<p>1. <b>(i)</b> Please change the clause: UCO banks OSP License, call centre license etc. should be handled by UCO bank only. Jio will take care of any needful compliance for SIP Trunk as per TSP license condition.</p> <p><b>(ii)</b> Request bank to have the required OSP license from competent authority. This OSP license is required for each facility/location wise.</p>	Clause stands as per RFP.																		
47	75	Annexure – XVII Masked Commercial Format	<p><b>Table A (Toll Free):</b></p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Particulars</th><th>Quantity (A)</th><th>Unit Cost per month (B)</th><th>GST % &amp; Amt</th><th>Total Annual Cost C=A*(Bx12)</th></tr> </thead> <tbody> <tr> <td>1</td><td>Toll Free Number</td><td>02</td><td>XXXX</td><td>XXXX</td><td>XXXX</td></tr> <tr> <td>2</td><td>Incoming call charges monthly basis</td><td>2592000 second</td><td>XXXX</td><td>XXXX</td><td>XXXX</td></tr> </tbody> </table>	Sl. No.	Particulars	Quantity (A)	Unit Cost per month (B)	GST % & Amt	Total Annual Cost C=A*(Bx12)	1	Toll Free Number	02	XXXX	XXXX	XXXX	2	Incoming call charges monthly basis	2592000 second	XXXX	XXXX	XXXX	BOQ. Please confirm that we need to bid for TFN - 2592000 Seconds as per the table. Can you please provide the breakup of seconds across the 2 TFN numbers requested	Please refer to the revised masked commercial format Annexure - XVII.
Sl. No.	Particulars	Quantity (A)	Unit Cost per month (B)	GST % & Amt	Total Annual Cost C=A*(Bx12)																		
1	Toll Free Number	02	XXXX	XXXX	XXXX																		
2	Incoming call charges monthly basis	2592000 second	XXXX	XXXX	XXXX																		
48	30	Part – V 2. Delivery Schedule	<p>Vendor has to supply the SIP trunk and complete the integration with bank's existing system within 4 weeks of issuance of LOI.</p> <p><b>The delivery location is as stated below:</b></p> <p>UCO Bank, Head Office-II, Department of Information Technology, 6th Floor, 3 &amp; 4 DD Block Sector-1, Salt Lake, Kolkata-700064</p>	<ul style="list-style-type: none"> <li>Request minimum 8 weeks subject to necessary permissions from the DC/customer locations</li> </ul>	<p><b><u>The modified clause to be read as:</u></b></p> <p><b>Part – V</b></p> <p><b>2. Delivery Schedule</b></p> <p>Vendor has to supply the SIP trunk and complete the integration with bank's existing system within <b>6 weeks</b> of issuance of LOI.</p> <p><b>Delivery Mode:-</b></p> <p>On the Bank's digital PBX, single</p>																		

					<p>Ethernet should be deliver by bidder. Multiple Ethernet drop of SIP trunk should be managed by Firewall or Router.</p> <p><b>The delivery location is as stated below:</b>  UCO Bank, Head Office-II, Department of Information Technology, 6th Floor, 3 &amp; 4 DD Block Sector-1, Salt Lake, Kolkata-700064.</p>
49	15	<p><b>Part – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS</b></p>	<p><b>22. No Commitment To Accept Lowest or Any Bid</b>  UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.</p>	<p>Legal Conditions. Request clarity on till when can Customer change the Terms and Conditions? Once the bid is submitted, customer should not unilaterally change any terms.</p>	<p>Clause stands as per RFP.</p>
50	15	<p><b>Part – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS</b></p>	<p><b>24. Acceptance of Terms</b>  A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.  Failure of the successful bidder to agree with the Draft Legal Agreement and Terms &amp; Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.  In such a case, bank shall appropriate the EMD/invoke the PBG of the successful bidder.</p>	<p>Legal Conditions. Request customer to provide Draft legal Agreement, so that the Bidder can review the same and make an informed choice.</p>	<p>Please refer to the corrigendum</p>
51	28	<p><b>Part – IV Scope of Work</b></p>	<p><b>(e) Roles and Responsibilities of TSP</b>  4. TSP shall have the complete responsibility of data security for the services provided by them</p>	<p>Legal Conditions. Request further clarity on this from the customer.</p>	<p>It is clarified that data security means prevention of leakage of data like, CDR, Call recording, All</p>

			as per scope of the projects.		details captured during call, number of calls, call duration and all other type of MIS report data.  Original Clause stands as per RFP.
52	37-38	<b>Part – V 20. Order Cancellation</b>	<p>The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</p> <p>ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.</p> <p>iii. The bidder goes into liquidation voluntarily or otherwise.</p> <p>iv. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>vi. Non-compliance of the scope of the job.</p> <p>vii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</p> <p>viii. On the events of data piracy / privacy / system failures / security failures.</p> <p>ix. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p> <p><b>In case of cancellation of order</b></p> <p>a. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar</p>	<p>1. <b>(i) Legal Conditions.</b> In the event of any default of the Bidder under sub clause (i) (ii) (v) (vi) (vii) (viii) request customer to provide bidder 90 days cure period to rectify a breach, failing which the customer may terminate.</p> <p><b>(ii) Legal Conditions in event of Risk purchase,</b> request customer to clarify if tendering process will be followed.</p>	Please refer to the corrigendum



			<p>materials from alternate sources at the risk, cost and responsibility of the selected bidder.</p> <p>b. 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 10 days" notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>c. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>d. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p> <p>Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.</p>		
53	42	<p><b>Part – V</b></p> <p><b>29. Termination</b></p>	<p>UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -</p> <p>a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA</p>	<p>Legal Conditions. In the event of any breach or failure by the Bidder, request Bank to provide 90 days cure period to the Bidder, to rectify such breach or failure. If the Bidder, fails to rectify the same within the cure period, the Bank may terminate.</p>	<p>Please refer to the corrigendum</p>

			<p>to be executed between the Bank and the selected Bidder.</p> <p>b) The selected bidder goes into liquidation, voluntarily or otherwise.</p> <p>c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.</p> <p>d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.</p> <p>f) Deductions on account of liquidated damages exceed more than 10% of the total work order.</p> <p>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.</p> <p>h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</p> <p>i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.</p>		
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			The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.		
54	43	<b>Part – V 30. Termination for Convenience</b>	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. A notice period of 2 months will be given before termination on convenience.	Legal Conditions. Request Deletion. As the bidder must undertake substantial investment for the provision of the services, we cannot accept termination for convenience. In the event the Bank terminates for convenience, exit charges shall be applicable.	Please refer to the corrigendum
55	43	<b>Part – V 32. Termination for Default</b>	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.	Legal Conditions. In the event of any breach or failure by the Bidder, request Bank to provide 90 days cure period to the Bidder, to rectify such breach or failure. If the Bidder, fails to rectify the same within the cure period, the Bank may terminate.	Please refer to the corrigendum
56	44-45	<b>Part – V</b>	<p><b>34. Compliance With Applicable Laws of India</b></p> <p>The selected bidder 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 tender 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 occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	Legal Conditions. Bidder will comply with all applicable laws in India. Bidder will indemnify for any material breach of any applicable law, that has been finally concluded by competent courts. Bidder will not be liable for any Bank's customer claims.	Clause stands as per RFP.

		<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 and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).</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 selected bidder 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 with and notify Bank about compliance with all laws in force including Information Technology Act 2000, 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 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 obligations arising there from. The Bidder shall promptly and</p>		
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			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 occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.		
57	45-46	Part – V	<p><b>35. Independent Service Provider:</b></p> <p><b>d.</b> No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees,</p>	Legal Conditions. The indemnity obligation is very board here and cannot be accepted. Bidder shall remain liable and responsible for its employees, subcontractors under the contract.	Clause stands as per RFP.

			agents, contractors, subcontractors etc. However, the bidder selected would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.		
58	70	<b>Annexure –XIV PRE CONTRACT INTEGRITY PACT (To be stamped as per the Stamp Law of the Respective State)</b>	<b>10. Independent External Monitor(s)</b> <b>10.5</b> If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.	Legal Conditions. Request clarity on the extent of this records perusal. Please note we do not agree to audit of our books and records.	Clause stands as per RFP.
59	58	<b>Annexure –VI Undertaking for non-blacklisting / non- debarment of the bidder</b>	d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.	Legal Conditions. Request the following modification: We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction, that may have any material adverse effect on the provision of services by the Bidder under this contract.	Clause stands as per RFP.
60	68	<b>Annexure –XIV PRE CONTRACT INTEGRITY PACT (To be stamped as per the Stamp Law of the Respective State)</b>	<b>5.4 Agents / Agency Commission</b> The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase	Legal Conditions. Bidder is a Telecommunication Service Provider having Unified License granted by the Department of Telecommunications, Government of India, engaged in providing various wireline and wireless telecommunication and internet service	Clause stands as per RFP.

			<p>order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.</p>		
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## **Addendum**

**Annexure –XX**

**Self-declaration to this effect on the company's letterhead should be submitted**

To,  
The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank, Department of Information Technology (DIT),  
Head Office - II, 5<sup>th</sup> Floor, 3 & 4 DD Block,  
Sector -1, Salt Lake City, Kolkata -700064.

Dear Sir,

**Sub: Your RFP for Procurement of SIP trunk with Toll free numbers for call centre vide  
RFP Ref No. DIT/BPR&BTB/OA/512/2020-21 dated 17/06/2020**

We hereby declare and ensure that for the requirement of SIP Trunking, our TSP should have the compliance certificate along with test report which outlines Toll Free number where it has been successfully tested from all the circles with all TSP from prepaid, post-paid and land line series.

Bank reserves the right to verify the above compliance along with the test report failing which the bid submitted by the bidder shall be rejected summarily.

Yours faithfully,

For.....

(Signature and seal of authorized person)



## Corrigendum

Sl. No.	Existing Clauses	Modified Clauses
1	<p><b>PART – I : 3. Eligibility Criteria &amp; Annexure – XV : Eligibility Criteria Compliance</b></p> <p><b>Point no. 3:</b></p> <p>The Bidder should have a minimum annual turnover of Rs. 20 Crores per year during the last three financial years i.e. (2016-17, 2017-18 &amp; 2018-19).</p> <p><b>Documents required:</b></p> <p>Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 &amp; 2018-19) should be submitted along with Chartered Accountant Certificate.</p>	<p><b>PART – I : 3. Eligibility Criteria &amp; Annexure – XV : Eligibility Criteria Compliance</b></p> <p>The Bidder should have a minimum annual turnover of Rs. 20 Crores per year during the last two financial years i.e. (2017-18 &amp; 2018-19).</p> <p><b>Documents required:</b></p> <p>Copy of the audited balance sheet of the company for the consecutive last two financial years (2017-18 &amp; 2018-19) should be submitted along with Chartered Accountant Certificate.</p>
2	<p><b>Part – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS</b></p> <p><b>24. Acceptance of Terms</b></p> <p>A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.</p> <p>Failure of the successful bidder to agree with the Draft Legal Agreement and Terms &amp; Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.</p> <p>In such a case, bank shall appropriate the EMD/invoke the PBG of the successful bidder.</p>	<p><b>Part – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS</b></p> <p><b>24. Acceptance of Terms</b></p> <p>A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.</p>
3	<p><b>Part – IV</b></p> <p><b>Scope of Work</b></p> <p><b>a. Project Requirements</b></p> <p><b>6.</b> It is also expected that Bank may switch/extend Call Centre's to new locations to run any of their existing initiatives. It is further anticipated that in such a case TSP has to provide the services at both the location till the time service at new location get stabilized.</p>	<p><b>Part – IV</b></p> <p><b>Scope of Work</b></p> <p><b>a. Project Requirements</b></p> <p><b>6.</b> It is also expected that Bank may switch Call Centre to new location, in the case of exigency to run any of their existing initiatives. It is further anticipated that in such a case bidder has to provide the services at both the locations till the time services at new location get stabilized on mutually agreed price.</p>
4	<p><b>Part – IV</b></p> <p><b>Scope of Work</b></p> <p><b>(b) Implementation requirements</b></p> <p><b>1. Requirements of SIP trunking.</b></p> <p><b>1.4</b> The calling party will call on a given toll free number and the SIP trunking should provide original called party number and original calling party number to the IVR platform. For e.g. if the given toll free number is 1800-XXXX and the calling party</p>	<p><b>Part – IV</b></p> <p><b>Scope of Work</b></p> <p><b>(b) Implementation requirements</b></p> <p><b>1. Requirements of SIP trunking.</b></p> <p><b>1.4</b> The calling party will call on a given toll free number and the SIP trunking should provide original called party number and original calling party number to the IVR platform. For e.g. if the given toll free number is 1800-XXXX and the calling party number is +91-XXXXXXX then the SIP</p>

	<p>number is +91-XXXXXXX then the SIP trunking shall able to clearly identify and pass the below information to IVR Platform.</p> <p>1.4.1 Calling Party Number : +91-9XXX XX XXXX</p> <p>1.4.2 Called Party Number: 18XX-XXXX-XXXX</p>	<p>trunking shall able to clearly identify and pass the below information to IVR Platform.</p> <p>1.4.1 Calling Party Number : +91-9XXX XX XXXX</p> <p>1.4.2 Called Party Number: 18XX-XXXX-XXXX</p> <p><b>(Bidder should provide the DID number which can be mapped with the Bank's existing IVR system.)</b></p>																								
5	<p><b>Part – V</b></p> <p><b>2. Delivery Schedule</b></p> <p>Vendor has to supply the SIP trunk and complete the integration with bank's existing system within 4 weeks of issuance of LOI.</p> <p><b>The delivery location is as stated below:</b></p> <p>UCO Bank, Head Office-II, Department of Information Technology, 6th Floor, 3 &amp; 4 DD Block</p> <p>Sector-1, Salt Lake, Kolkata-700064</p>	<p><b>Part – V</b></p> <p><b>2. Delivery Schedule</b></p> <p>Vendor has to supply the SIP trunk and complete the integration with bank's existing system within <b>6 weeks</b> of issuance of LOI.</p> <p><b>Delivery Mode:-</b></p> <p>On the Bank's digital PBX, single Ethernet should be deliver by bidder. Multiple Ethernet drop of SIP trunk should be managed by Firewall or Router.</p> <p><b>The delivery location is as stated below:</b></p> <p>UCO Bank, Head Office-II, Department of Information Technology, 6th Floor, 3 &amp; 4 DD Block</p> <p>Sector-1, Salt Lake, Kolkata-700064.</p>																								
6	<p><b>Part – V</b></p> <p><b>8. Uptime &amp; Penalty</b></p> <table><tr><th>Level of uptime per month</th><th>Penalty Charges</th></tr><tr><td>99.98 % and above</td><td>No Penalty</td></tr><tr><td>99.00 % and above but below 99.98%</td><td>1 % of total cost of monthly bill amount</td></tr><tr><td>98.00 % and above but below 99.00%</td><td>2 % of total cost of monthly bill amount</td></tr><tr><td>97.00 % and above but below 98.00%</td><td>5 % of total cost of monthly bill amount</td></tr><tr><td>Below 97.00 %</td><td>10 % of total cost of monthly bill amount</td></tr></table>	Level of uptime per month	Penalty Charges	99.98 % and above	No Penalty	99.00 % and above but below 99.98%	1 % of total cost of monthly bill amount	98.00 % and above but below 99.00%	2 % of total cost of monthly bill amount	97.00 % and above but below 98.00%	5 % of total cost of monthly bill amount	Below 97.00 %	10 % of total cost of monthly bill amount	<p><b>Part – V</b></p> <p><b>8. Uptime &amp; Penalty</b></p> <p>Clause has been modified only in terms of “details of imposition of penalty” , as below :-</p> <table><tr><th>Level of uptime per month</th><th>Penalty Charges</th></tr><tr><td>99.90 % and above</td><td>No Penalty</td></tr><tr><td>99.00 % and above but below 99.90%</td><td>1 % of total cost of monthly bill amount</td></tr><tr><td>98.00 % and above but below 99.00%</td><td>2 % of total cost of monthly bill amount</td></tr><tr><td>97.00 % and above but below 98.00%</td><td>5 % of total cost of monthly bill amount</td></tr><tr><td>Below 97.00 %</td><td>10 % of total cost of monthly bill amount</td></tr></table> <p>Original Clause stands as per RFP.</p>	Level of uptime per month	Penalty Charges	99.90 % and above	No Penalty	99.00 % and above but below 99.90%	1 % of total cost of monthly bill amount	98.00 % and above but below 99.00%	2 % of total cost of monthly bill amount	97.00 % and above but below 98.00%	5 % of total cost of monthly bill amount	Below 97.00 %	10 % of total cost of monthly bill amount
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7	<p><b>Part – V</b></p> <p><b>14. Compliance with Laws</b></p> <p>The selected bidder hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.</p> <p>The selected bidder has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and</p>	<p><b>Part – V</b></p> <p><b>14. Compliance with Laws</b></p> <p>The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations 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 for all purposes of this RFP 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 obligations arising there from.</p> <p>Further the selected Bidder shall undertake to</p>																								

	<p>other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.</p> <p>If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the bidder, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one-month notice in writing.</p> <p>Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, UIDAI other regulatory authorities or due to industry level changes including cassette swap system to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.</p>	<p>observe, adhere to, abide by, comply with all applicable Statutes / Legislations pertaining all the its officers / staff / personnel / representatives / agents deployed by them for the scope of work (stipulated in the Request for Proposal / Quotation) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard &amp; Rules / Regulations / Guidelines issued by the Government / Reserve Bank of India or any other Authority, as applicable.</p> <p>The selected Bidder shall undertake to 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 / tenure 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 the Bank and its employees / officers / staff / personnel / representatives / agents from 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 obligations arising there from and Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder.</p> <p>This indemnification is only a remedy for the Bank. The selected Bidder shall not be absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to the damages awarded by the Court and shall exclude any indirect, consequential and incidental damages. However the indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and/or any third party.</p>
8	<p><b>Part – V</b></p> <p><b>18. Right to Alter Quantities</b></p> <p>Bank reserves the right to place an indicative order of <math>\pm 25\%</math> (Twenty Five Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions as mentioned in the commercial format i.e. Annexure – XIX. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.</p>	<p><b>Part – V</b></p> <p><b>18. Right to Alter Quantities</b></p> <p>The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned</p>

		above. Bank reserves the right to alter the quantities at any time <b>not exceeding 10% of the total contract value</b> without prior notice to the selected bidder(s).
9	<p><b>Part – V</b></p> <p><b>20. Order Cancellation</b></p> <p>The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <ol style="list-style-type: none"> <li>The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</li> <li>Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.</li> <li>The bidder goes into liquidation voluntarily or otherwise.</li> <li>An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</li> <li>The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</li> <li>Non-compliance of the scope of the job.</li> <li>Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</li> <li>On the events of data piracy / privacy / system failures / security failures.</li> <li>If deductions on account of liquidated damages exceed more than 10% of the total order price.</li> </ol> <p><b>In case of cancellation of order</b></p> <ol style="list-style-type: none"> <li>In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.</li> <li>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 10 days" notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</li> </ol>	<p><b>Part – V</b></p> <p><b>20. Order Cancellation</b></p> <p>The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:</p> <ol style="list-style-type: none"> <li>The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</li> <li>Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.</li> <li>The bidder goes into liquidation voluntarily or otherwise.</li> <li>An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</li> <li>The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</li> <li>Non-compliance of the scope of the job.</li> <li>Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.</li> <li>On the events of data piracy / privacy / system failures / security failures.</li> <li>If deductions on account of liquidated damages exceed more than 10% of the total order price.</li> </ol> <p>In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:</p> <ol style="list-style-type: none"> <li>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% of the original quoted cost for such deliverable as per commercial bid.</li> <li>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</li> </ol>

	<p>c. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>d. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p> <p>Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.</p>	<p>giving <b>30</b> days' notice for the same. In this event the bidder is bound to make good <b>with the capping of 125% of the original quoted cost for such deliverable as per commercial bid</b>, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>IV) In case of cancellation of order, any advance payments <b>(except payment against ATS)</b> made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p> <p>V) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.</p> <p><b>In case of order cancellation Bank will 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.</b></p>
10	<p><b>Part – V</b> <b>21. Indemnity</b></p> <p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses,</p>	<p><b>Part – V</b> <b>21. Indemnity</b></p> <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, (including reasonable attorney fees), relating to or resulting directly or indirectly from</p> <p><b>a)</b> an act or omission of the service provider and /or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or</p>

<p>damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	<p><b>b)</b> 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; and/or,</p> <p><b>c)</b> Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service provider under this RFP; and/or</p> <p><b>d)</b> Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project.</p> <p>Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,</p> <ol style="list-style-type: none"> <li><b>i.</b> the Bank notify the vendor in writing immediately on becoming aware of such claim,</li> <li><b>ii.</b> the Vendor has sole control of defence and all related settlement negotiations,</li> <li><b>iii.</b> the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and</li> <li><b>iv.</b> The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.</li> </ol> <p>It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> <li>• Non-compliance of the vendor with applicable Laws /Governmental</li> </ul>
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		<p>Requirements, IP infringement ;</p> <ul style="list-style-type: none"> <li>• Negligence or gross misconduct attributable to the Vendor, its employees, and agents</li> <li>• Breach of any terms of RFP, Representation or Warranty</li> <li>• Act or omission in performance of service.</li> </ul> <p>Further,</p> <ol style="list-style-type: none"> <li>i. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.</li> <li>ii. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</li> <li>iii. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.</li> <li>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.</li> <li>v. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.</li> </ol> <p>Indemnity would be limited to court; tribunal or arbitrator 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 shall not indemnify the Bank for</p> <ol style="list-style-type: none"> <li>i. Any loss of profits, revenue, contracts, or anticipated savings or</li> <li>ii. Any consequential or indirect loss or damage however caused,</li> </ol> <p>provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this document and by the</p>
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		Service Provider
11	<p><b>Part – V</b>  <b>25. Exit Option and Contract Re-Negotiation</b></p> <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"> <li>• Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;</li> <li>• Delay in offering;</li> <li>• Delay in commissioning project beyond the specified period;</li> <li>• Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;</li> <li>• Serious discrepancy in project noticed during the testing;</li> <li>• Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</li> <li>• Serious discrepancy in completion of project.</li> <li>• Serious discrepancy in maintenance of project.</li> </ul> <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 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.</p> <p>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,</p> <p>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-</p>	<p><b>Part – V</b>  <b>25. Exit Option and Contract Re-Negotiation</b></p> <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"> <li>➤ Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;</li> <li>➤ Delay in offering;</li> <li>➤ Delay in commissioning project beyond the specified period;</li> <li>➤ Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;</li> <li>➤ Serious discrepancy in project noticed during the testing;</li> <li>➤ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</li> <li>➤ Serious discrepancy in completion of project.</li> <li>➤ Serious discrepancy in maintenance of project.</li> </ul> <p><b>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.</b></p> <p><b>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.</b></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>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</p>



	<p>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 to 12 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 / 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.</p> <p>In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.</p>	<p>equipment from the third party only in the event that the equipment was available at more favourable 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 to 12 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 / 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.</p>
12	<p><b>Part – V</b></p> <p><b>26. Signing of Contract</b></p> <p>The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through Letter of Intent or within such extended period as may be specified.</p> <p>The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.</p> <p><b>The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</b></p>	<p><b>Part – V</b></p> <p><b>26. Signing of Contract</b></p> <p>The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a <b>Letter of Empanelment</b> or within such extended period as may be specified.</p> <p>The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.</p> <p>The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</p>

13	<p><b>Part – V</b>  <b>28. Verification</b>  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.</p>	<p><b>Clause stands deleted.</b></p>
14	<p><b>Part – V</b>  <b>29. Termination</b>  UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -</p> <ul style="list-style-type: none"> <li>a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.</li> <li>b) The selected bidder goes into liquidation, voluntarily or otherwise.</li> <li>c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.</li> <li>d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</li> <li>e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.</li> <li>f) Deductions on account of liquidated damages exceed more than 10% of the total work order.</li> <li>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.</li> <li>h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</li> <li>i) UCO BANK reserves the right to recover</li> </ul>	<p><b>Part – V</b>  <b>29. Termination</b>  UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving <b>90 (ninety) days' prior notice in writing inclusive of 30 days cure period</b> and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:</p> <ul style="list-style-type: none"> <li><b>a)</b> The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.</li> <li><b>b)</b> The selected bidder goes into liquidation, voluntarily or otherwise.</li> <li><b>c)</b> The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., <b>applicable to the bidder under performance of the RFP.</b></li> <li><b>d)</b> An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</li> <li><b>e)</b> The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.</li> <li><b>f)</b> Deductions on account of liquidated damages exceed more than 10% of the total work order.</li> <li><b>g)</b> 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.</li> <li><b>h)</b> After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.</li> <li><b>i)</b> UCO BANK reserves the right to recover any</li> </ul>

	<p>any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.</p> <p>The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.</p>	<p>dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.</p> <p>The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.</p>
15	<p><b>Part – V</b></p> <p><b>30. Termination for Convenience</b></p> <p>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. A notice period of 2 months will be given before termination on convenience.</p>	<p><b>Part – V</b></p> <p><b>30. Termination for Convenience</b></p> <p>The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for 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 Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.</p>
16	<p><b>Part – V</b></p> <p><b>32. Termination for Default</b></p> <p>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>	<p><b>Part – V</b></p> <p><b>32. Termination for Default</b></p> <p>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> <p><b>In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. 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.</b></p>
17	<p><b>Part – V</b></p> <p><b>38. Limitation of Liability</b></p> <p>Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for</p> <p>a. IP Infringement indemnity.</p> <p>b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p> <p>Bidder shall be liable for any indirect,</p>	<p><b>Part – V</b></p> <p><b>38. Limitation of Liability</b></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 cause.</p> <p>iii. The limitations set forth in point no. 1 shall not apply with respect to:</p> <p>a) claims that are the subject of</p>

	consequential, incidental or special damages under the agreement/ purchase order.	<p><b>indemnification pursuant to Intellectual Property Rights and Ownership.</b></p> <p><b>b) damages occasioned by the gross negligence or willful misconduct of Service Provider.</b></p> <p><b>c) damages occasioned by Service Provider for breach of confidentiality obligations.</b></p> <p><b>d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.</b></p> <p><b>“Gross Negligence”</b> means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.</p> <p><b>“Wilful Misconduct”</b> means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p>
<b>18</b>	<p><b>Bid Control Sheet</b></p> <p>Last Date and Time for receipt of tender bids: <b>14.07.2020 at 04:00 pm</b></p>	<p><b>Bid Control Sheet</b></p> <p>Last Date and Time for receipt of tender bids: <b>17.07.2020 at 04:00 pm</b></p>
<b>19</b>	<p><b>Bid Control Sheet</b></p> <p>Last Date and Time for opening of technical bids: <b>14.07.2020 at 04:30 pm</b></p>	<p><b>Bid Control Sheet</b></p> <p>Last Date and Time for opening of technical bids: <b>17.07.2020 at 04:30 pm</b></p>

**Masked Commercial Format**

**All Cost mentioned shall be quoted in Indian Rupees Only (Rs).**

**Table-A**  
**( Toll Free)**

SI No	Particulars	Quantity (A)	GST % & Amt	Total Call Cost/month (B)	Total Annual Cost (C= (BX12))
1	Toll Free Number	02	xxxxxxx	xxxxxxx	xxxxxxx
2	Incoming Call Charges	1000000 Seconds/month	xxxxxxx	xxxxxxx	xxxxxxx
Total					xxxxxxx

**Table B**  
**(SIP)**

SI No	Particulars	Quantity (A)	Cost per Month of SIP Or Unit Cost of Firewall (B)	GST % & Amt	Total Annual Cost C= A*(BX12)
1	SIP Charges (with Incoming Call Facility)	70	xxxxxxx	xxxxxxx	xxxxxxx
2	SIP Charges (with Incoming & Outgoing Call Facility)	30	xxxxxxx	xxxxxxx	xxxxxxx
3	Incoming Call Charges	1000000 Seconds/month	xxxxxxx	xxxxxxx	xxxxxxx
4	Outgoing Call Charges	100000 Seconds/month	xxxxxxx	xxxxxxx	xxxxxxx
3	Firewall	2	xxxxxxx	xxxxxxx	xxxxxxx
Total					xxxxxxx

**Table C**

SI No	Particulars	Unit Cost (B)	GST % & Amt	Total Cost
1	One Time Implementation Cost	xxxxxxx	xxxxxxx	xxxxxxx

**Table D**

<b><u>Sl No</u></b>	<b><u>Particular</u></b>	<b><u>Total Cost</u></b>
1	Table A	xxxxxxx
2	Table B	xxxxxxx
3	Table C	xxxxxxx
4	TCO ( Total Cost of Ownership) in Figure	xxxxxxx
5	TCO ( Total Cost of Ownership) in Words	xxxxxxx

**Note:**

Mentioned Call durations are of indicative nature and purely for calculation of TCO purpose. Total cost will be calculated by multiplying Unit cost specified in the above table to arrive at TCO. **The L1 (lowest one) will be selected as successful bidder as per above table on grand total.**

**Note:**

1. Bidders should strictly quote in the format and for periods as mentioned above. No rows or columns should be deleted.
2. No column/row should be left blank. In case of '0' (Zero)/NIL, it should be mentioned clearly as '0' (Zero)/NIL.
3. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
4. TCO (Total cost of ownership) will be arrived to declare L1 will be excluding applicable taxes.
5. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
6. The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
7. In case there is a mismatch between the words and figures for TCO, the amount mentioned in words will be considered.
8. Bank will deduct applicable TDS, if any, as per the law of the land.
9. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

**Signature of Bidder:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Commercial Format****All Cost mentioned shall be quoted in Indian Rupees Only(Rs).****Table-A**  
**( Toll Free)**

SI No	Particulars	Quantity (A)	GST % & Amt	Total Call Cost/month (B)	Total Annual Cost (C= (BX12))
1	Toll Free Number	02			
2	Incoming Call Charges	1000000 Seconds/month			
Total					

**Table B**  
**(SIP)**

SI No	Particulars	Quantity (A)	Cost per Month of SIP Or Unit Cost of Firewall (B)	GST % & Amt	Total Annual Cost C= A*(BX12)
1	SIP Charges (with Incoming Call Facility)	70			
2	SIP Charges (with Incoming & Outgoing Call Facility)	30			
3	Incoming Call Charges	1000000 Seconds/month			
4	Outgoing Call Charges	100000 Seconds/month			
3	Firewall	2			
Total					

**Table C**

SI No	Particulars	Unit Cost (B)	GST % & Amt	Total Cost
1	One Time Implementation Cost			

**Table D**

<b><u>Sl No</u></b>	<b><u>Particular</u></b>	<b><u>Total Cost</u></b>
1	Table A	
2	Table B	
3	Table C	
4	TCO ( Total Cost of Ownership) in Figure	
5	TCO ( Total Cost of Ownership) in Words	

**Note:**

Mentioned Call durations are of indicative nature and purely for calculation of TCO purpose. Total cost will be calculated by multiplying Unit cost specified in the above table to arrive at TCO. **The L1 (lowest one) will be selected as successful bidder as per above table on grand total.**

**Note:**

1. Bidders should strictly quote in the format and for periods as mentioned above. No rows or columns should be deleted.
2. No column/row should be left blank. In case of '0' (Zero)/NIL, it should be mentioned clearly as '0' (Zero)/NIL.
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8. Bank will deduct applicable TDS, if any, as per the law of the land.
9. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

**Signature of Bidder:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_



**Technical Compliance Sheet**

<b>Sl. No</b>	<b>Functional &amp; Technical Specification /Requirement</b>	<b>Compliance (Yes/No)</b>
	<b>Project Requirements</b>	
1.1	In-bound and outbound Session Initiation Protocol (SIP) trunking. [Technological standards that support VoIP calls by initiating and ending calls between a VoIP line and another phone number].	
1.2	The connectivity needs to be terminated at our Kolkata primarily and may be implemented to other offices of UCO BANK.	
1.3	Bank may switch Call Centres to new locations to run any of their existing initiatives. It is further anticipated that in such a case TSP has to provide the services at both the location till the time service at new location get stabilized on mutually agreed price.	
1.4	Provision of adequate redundancy in such a way that all the calls can be made even if partial connectivity is available.	
1.5	All types of statutory compliance of DOT should be managed and procured by TSP on behalf of UCO Bank.	
	<b>Implementation Requirement (Requirements of SIP trunking)</b>	
1.1	Initial set-up at least 100 channels SIP trunking at Kolkata Data Centre.	
1.2	SIP Channels may be increased at each location to manage the call volume by increasing/decreasing Channels SIP trunking as per the future requirements of Bank	
1.3	SIP gateway to be provided by the provider should support G. 711*, G.711.1, G.729.1 and all telecom standard codec(s)	
1.4	Upon intimation from Bank, the bidder would be required to set up additional SIP trunking based on the respective project.	
1.5	Each toll free number should be mapped with either same toll free number or specific DID	
1.6	Uniform CLI (Caller Line Identification) number	
1.7	Configuration SIP trunking in incoming only or outgoing only or in bi-directional mode	
1.8	Feature to enable single pilot number for multiple SIP trunks giving redundancy and failover options	
1.9	Feature in self-care portal to request for upgrade the channels, raise/track service requests, View and pay bills online and view uptime reports.	
1.10	Feature to allow the user to access Emergency services like 100,101	
1.11	Outbound and Inbound call facility to/from anywhere across the country, across any telecom service provider.	
1.12	Availability of Escalation Matrix	

	<b>MIS Requirements</b>	
1.1	Report must be industry standard read-only formats, word processing, spreadsheet etc.	
1.2	Reports can be exported.	
1.3	MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per requirement of Bank.	
1.4	provision for internet / web based access of these MIS reports for around 30 Bank users	
1.5	Management Interface to change the mapping of DID and real time monitoring of SIP trunk usage.	
1.6	MIS for appropriate release cause codes in either case of call drop, success, number not reachable, Switch off and other various network failure with release code.	
	<b>Firewall (Minimum) Specifications</b>	
1.1	2 Firewalls should be configured , 1 as standby mode for backup purpose.	
1.2	Basic Firewall required with feature of scan/bypass voice traffic.	
1.3	Firewall throughput:- <b>2 gbps-</b>	
1.4	Concurrent sessions:- 2 million	
1.5	New sessions:- 30000/second	
1.6	Wan port:- minimum 3 ports	
1.7	LAN port:- 4ge rj45	
1.8	UDP & TCP traffic allowed	

**Signature of Bidder:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Note:**

**All other terms and conditions, clauses of the subject RFP remain unchanged. The reply to pre-bid queries responses / clarifications / corrigendum / addendum & changes in the RFP clause mentioned herein above will be part & parcel of the RFP.**

Place: Kolkata

Date: 10/07/2020

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