



UCO BANK

Department of Information Technology


Request for Proposal (RFP) for Selection of Vendor for Procurement of IBM MQ Licenses and ATS for IBM Software WAS, WAS ND and MQ

RFP Ref. No: UCO/DIT/1104/2021-22 Date: 31.07.2021

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

Sl. No	Page No	Clause No	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1.	35	Part IV - I.c	The bidder should provide necessary onsite technical support at the premises of UCO Bank, Data Centre (Kolkata) for 12 hours (viz. from 7AM to 7PM), for supporting MQ related support, troubleshooting, fixing issues during the entire contract period of five years.	1.Is the Engineer expected to be in Kolkata/Bengaluru? Or can be supported from UCO bank offices at Mumbai/Chennai. 2.Is the bank looking out for a resident engineer or on call based onsite support?	The selected bidder has to provide onsite support (Kolkata & Bengaluru) for problem fixing on-call basis. The support will be part & Parcel of ATS services to be rendered by vendor. This is additional to OEM's Premium Support for IBM MQ ATS Services.
2.	35	Part IV - I.c	In case of any emergency, Bidder should provide necessary onsite technical support from Bangalore location also, as and when it is required.	Is bidder required to have office in Bangalore? If not, can remote support be possible and need base onsite visit	
3.	76	Annexure-VII	Undertaking to abide by all by-laws / rules / regulations	Kindly confirm the Stamp paper value	Value of the stamp paper varies from State to state. Please refer your state law for details.
4.	83	Annexure - XIV	PRE CONTRACT INTEGRITY PACT	Kindly confirm the Stamp paper value	Value of the stamp paper varies from State to state. Please refer your state law for details.

5.	31	35.e	The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.	This point may not be applicable, as bidder is not the OEM	Query not admissible
6.	14	7	If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.	Considering all liabilities (penalty, liquidated damages or any other) is the total cap to be considered as 10% of proposal value?	Clause stands as per RFP
7.	36	PART – IV.g	The bidder has to extend support and carry out all the installation/reinstallation and configuration/re-configuration and integration, if required, as per the requirements of application provider/ Bank.	Does ATS support cost include implementation cost	The bidder has to extend support and carry out all the installation/ reinstallation and configuration/re-configuration and integration, if required, as per the requirements of application provider/ Bank during contract period of Warranty & ATS.
8.	36	PART – IV.h	The selected bidder should implement the required patches/ updates as per the observations of Bank's appointed IS Auditor conducted periodically at no cost to the Bank.	Can this activity be handled remotely or does this require onsite intervention	The selected bidder has to provide onsite support (Kolkata & Bengaluru) for problem fixing on-call basis. The support will be part & Parcel of ATS services to be rendered by vendor. This is additional to OEM's Premium Support for IBM MQ ATS Services.
9.	36	PART – IV.i	In the event of IBM or OEM onsite/offsite support services are required by the Bank for any technical / operational issues related to IBM MQ software then Bidder should ensure that OEM support services should be provided without any additional cost.	Is bank also expecting IBM onsite support or only the default IBM support as part of the IBM part code.	In the event of IBM premium support services <u>(bidder will be required to provision for minimum 5 nos. of calls per year)</u> are required by the Bank for any technical / operational issues related to IBM MQ software then Bidder should ensure that OEM

					support services should be provided without any additional cost. At the end of the yearly support service, the non-availed calls of premium support, may be used for other purpose of IBM related support.
10.	35	Part-IV Scope of work	The selected bidder has to supply, install/reinstall and maintenance of 1400 nos of IBM MQ ADVANCED PVU based licenses (Client software Licenses version 9.1 or higher) with renewable option for next four years along with Annual Technical support for five consecutive years in terms of managed services	This is RFP asked for IBM MQ licenses only and asked for installation and configuration , as PVU license depends upon CPU core or vCPU so need to know the server details including OS and installation platform whether it is virtual or physical platform.	Bank will share same with successful bidder only.
11.	35	Part-IV Scope of work	License should be in the name of UCO Bank and can be used across the Bank. Bidder should submit renewal certificate in the name of Bank in physical/ electronic form well in advance before the license expiry date. Transfer of licenses from one platform to another during ATS period of five years as and when required by UCO Bank and to ensure that UCO Bank continues to get ATS updates and support even in case the original IBM License supplied and partitioning license are shifted to other platforms by the Bank during the period of ATS for five years.	 Need the clarity of transformation of platform whether this transformation Physical to virtual or OS level transformation or Both need to consider.	Transformation from Physical to Physical should be considered. OS version may differ based on the compatibility support.
12.	35	Part-IV Scope of work, 1	For Procurement of 1400 nos. of IBM MQ Advanced PVU based Licenses	Which operating system will be used for installing IBM MQ Advanced licenses ?	Operating system HPUX, Windows , RHEL etc.
13.	36	Part-IV Scope of	The latest versions as and when released should be made available to Bank within	as the installation of new release depends upon the various parameter like, OS	Clause stands as per RFP

		work	2 weeks of release. Bidder would be required to coordinate and provide the latest versions.	version, Patched , application interoperability etc. requesting to remove the clause.	
14.	36	Part-IV Scope of work	The bidder has to extend support and carry out all the installation/re-installation and configuration/reconfiguration and integration, if required, as per the requirements of application provider/ Bank.	need clarity of existing system for any kind of reconfiguration with integration.	The bidder has to extend support and carry out all the installation/ reinstallation and configuration/re-configuration and integration, if required, as per the requirements of application provider/ Bank during contract period of Warranty & ATS
15.	36	Part-IV Scope of work, 2	For ATS for IBM Software WAS, WAS ND and MQ	On which operating system these licenses are installed ?	Operating system HPUX, Windows , RHEL etc.
16.	39	Part V, 5. Uptime Guarantee	Availability is calculated as accessibility to the proposed application to its customers. Availability should be for the end customer and the customer should be able to perform all transactions that are supported on the application. It is required that an uptime of minimum of 99.95 % is maintained by the successful bidder expected after taking into account the following exclusions (Classification of areas is as per Bank): <input type="checkbox"/> A maximum of 5 (Five) hours for quarterly Preventive Maintenance <input type="checkbox"/> Bank's interface Host outages. <input type="checkbox"/> Force Majeure cases.	Need clarity whether the application level HA is there or not to achieve the 99.95% uptime.	Clause stands as per RFP
17.	13	Part-I, 3. Eligibility Criteria, 5	The bidder should have minimum three years of experience in Supply, Installation and maintenance (ATS) of IBM software MQ, WAS and WAS ND in any Public Sector Bank / Govt. Organization /	Request you to modify this clause as: The bidder should have in Supply / Installation / maintenance (ATS) of IBM software MQ, WAS and WAS ND in any Public Sector Bank / Govt. Organization /	Clause Modified as: The bidder should have experience in Supply / Installation/maintenance (ATS) of

			Commercial Bank / RRBs / BFSI in India as on date of bid submission.	Commercial Bank / RRBs / BFSI in India as on date of bid submission. Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs/ Invoice copies including names of clients with Phone and Fax numbers, E-Mail IDs etc.	IBM software MQ/WAS in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India as on date of bid submission.
18.	36	Part-IV Scope of work, I (i)	In the event of IBM or OEM onsite/offsite support services are required by the Bank for any technical / operational issues related to IBM MQ software then Bidder should ensure that OEM support services should be provided without any additional cost.	To comply with such clause, bidders will be required to PROVISION COST OF PREMIUM SUPPORT FROM OEM too. In that case, request you to insert a separate field for "IBM Premium Support" in Commercial and Masked Commercial Bid formats.	In the event of IBM premium support services (<u>bidder will be required to provision for minimum 5 nos of calls per year</u>) are required by the Bank for any technical / operational issues related to IBM MQ software then Bidder should ensure that OEM support services should be provided without any additional cost. At the end of the yearly support service, the non-availed calls of premium support, may be used for other purpose of IBM related support.
19.	37	Part-IV Scope of work, II For ATS for IBM Software WAS, WAS ND and MQ c)	The latest versions and when released should be shipped to Bank within 2 weeks of receiving Bank request. Vendor would be required to coordinate and provide the latest versions.	There is nothing to be shipped here. Bank may download the same from OEM's portal. Vendor may do necessary communication/ coordination in this regard.	Clause stands as per RFP

20.	38	Part V, 2. Delivery & Installation	The selected bidder has to supply and install required numbers of licenses as per the 'Scope of Work' mentioned herein above within two (02) weeks from the date of award of contract / issuance of Letter of Intent/issuance of Purchase Order.	We request you to increase the timeline from 2 weeks to 8 weeks minimum. This is required considering logistics and time required to complete installation.	Clause stands as per RFP
21.	38	Part V, 2. Delivery & Installation	The selected bidder has to supply and install required numbers of licenses as per the 'Scope of Work' mentioned herein above within two (02) weeks from the date of award of contract / issuance of Letter of Intent/issuance of Purchase Order.	Please confirm on you plan on time schedule for UAT stage and production stage.	Clause stands as per RFP
22.	39	Part V, 5. Payment Terms	ATS on account of providing managed services will be paid on quarterly arrear basis on submission of invoice in duplicate.	Request you to modify this clause as: ATS on account of providing managed services will be paid on quarterly in advance basis on submission of invoice in duplicate.	Clause stands as per RFP
23.	41	Part V, 7. Liquidated Damage	Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.	Request you to modify this clause as: Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5% of the total cost of ownership.	Clause stands as per RFP
24.	41	Part V, 9. Performan ce Bank Guarante e	The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/Purchase Order (PO) have to furnish a Performance Bank Guarantee, format as per Annexure V issued by any scheduled	TCO includes Fresh License (5 Year Contract) and Renewal (3 Year Contract). We, therefore, request you to change this to consider both components on actual in place of making it 3% of TCO.	Clause stands as per RFP

			commercial bank (other than UCO Bank) equivalent to 3% of the project cost/Total Cost of Ownership (TCO) valid for a period of 63 months (60 months + a claim period of three (3) months) from the date of Letter of Intent (LOI)/Purchase Order (PO) for indemnifying any loss to the Bank.		
25.		Part V, 10. Price Validity	The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 12 months.	This could be complied subject to similar validity extended by OEM. In reality, no OEM extends price validity of 1 Year. We request to remove this clause or modify appropriately.	The selected bidder will be required to keep the price valid for a period of <u>6 months</u> from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of <u>6 months</u> and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of <u>6 months</u> .
26.	102	Annexure-XX, Commercial Bid, 1a to 1d	License Renewal Charges	Request you to replace this with "Annual SW Subscription & Support Renewal" to avoid any confusion	Clause stands as per RFP
27.	102	Annexure-XX, Commercial Bid, 2 to 2d	Annual Technical Support Fees	Request you to replace this with "Annual Technical Support Fees for Managed Services" to avoid any confusion	Clause stands as per RFP

28.	107	ANNEXURE -XXIII	Self-Certificate for Local Content	Please confirm who to provide with such certificate	RFP clause is self explanatory
29.	109	ANNEXURE – XXIV	Restriction on Procurement due to National Security: This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory	Ideally it should be asked from the respective OEM only.	Clause stands as per RFP
30.	15	4	Bid Security Declaration: A Bidder is required to submit along with its Bid a Bid Securing Declaration. The bidder has to sign a Bid Securing Declaration accepting that the bidder will be suspended for participation in the tendering process of the Bank in future, if	Request Bank to provide a period of suspension for the Bidder as follows: Bid Security Declaration A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for a period of 180 days from from time starting on Bid Submission Date for Bid participation in the tendering process of the Bank in future, if	Clause stands as per RFP
31.	13	3 (5)	The bidder should have minimum three years of experience in Supply, Installation and maintenance (ATS) of IBM software MQ, WAS and WAS ND in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India as on date of bid submission.	We would request to please modify the clause as "The bidder should have minimum three years of experience in Supply, Installation and maintenance (ATS) of IBM software MQ/WAS/WAS ND in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India as on date of bid submission".	Please refer corrigendum
32.	20	24	Acceptance of Terms: A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP along with Bidder Response.	Clause stands as per RFP
33.	41	6.3: Limitaton of Penalty	Overall penalty calculated above, shall be restricted to total value of Performance Bank guarantee submitted by the Successful Bidder. However, any penalty imposed by RBI/ Ombudsman /	Request Bank to modify the clause as below to limit the said authorities to RBI & Ombudsman and provide a cap on the penalties arising from the competent authorities:	Clause stands as per RFP

			Other Bank / Any other Government Authority / Office on Customer complaints due to Proposed Solutions operation will be recovered from the Successful Bidder over and above the penalty imposed by the bank.	Overall penalty calculated above, shall be restricted to total value of Performance Bank guarantee submitted by the Successful Bidder. However, any penalty imposed by RBI/ Ombudsman Other Bank / Any other Government Authority / Office on Customer complaints due to Proposed Solutions operation will be recovered from the Successful Bidder at actuals and limited to 5% of the total contract value over and above the penalty imposed by the bank.	
34.	48	21	Order Cancellation : 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. ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.	1) Request to invoke the clause where the bidder commits a material breach and not for any breach of mutually agreed terms and conditions as follows: <i>i. The bidder commits a material breach of any of the terms and conditions of the offer or any of the mutually agreed terms and conditions of the Purchase Order / SLA.</i> 2)The wordings serious discrepancy in the quality of service is very open ended wordings and need to be deleted	Clause stands as per RFP
35.	48	21	Order Cancellation: II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may	a) Request Bank to invoke the clause for the reasons attributable to bidder as follows: II) If the bidder does not perform satisfactorily or delays execution of order for the reasons attributable to bidder , UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. In this event the bidder is bound to make good with the capping of 125% of	Clause stands as per RFP

			have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled...	
36.	49	22	In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated 31.07.2021, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations	In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated 31.07.2021 and notwithstanding anything to the contrary herein subject to the cure period of 30 days to be given by Bank to the Vendor and further to a maximum of the total contract value of the aforementioned Master Services Agreement/SLA , We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any direct damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to	Clause stands as per RFP

			enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____;	omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____; Vendor will not be liable and shall not indemnify for lost revenues or profits, loss of anticipated savings, nor for any indirect, or consequential Losses of any party, including third parties, even if Bank has been advised of the possibility of those Losses however caused.	
37.	49	22	<p>22. Indemnity</p> <p>c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates;</p> <p>d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;</p>	<p>c) for any loss or damages caused to the Bank's premises or tangible property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates;</p> <p>d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>e) Gross Negligence or gross wilful misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;</p>	Clause stands as per RFP

38.	50	22	<p>22. Indemnity All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.</p>	<p>Request Bank to delete the following indemnities from the survival clause: All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.</p>	Clause stands as per RFP
39.	59	39	<p>Limitation of Liability: For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value. 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>Request Bank to provide exclusion to consequential damages in Clause 39 (Limitation of Liability) to make in sync with Clause 22 (Indemnity) of this RFP and add point iv in this clause as below:</p> <p>i) For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total annual project cost/contract value. 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. However, the Standards of security will be prescribed in the SOWs and shall be adhered to and followed by selected bidder and selected bidder shall not be responsible for any breach of Customer Personal Data and Confidentiality which takes effect despite the strict adherence to such agreed standards of security.</p>	Clause stands as per RFP

				<u>iv. Neither Party shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</u>	
40.	51-52	27	<p>27. Exit Option and Contract Re-Negotiation:</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"> ▪ Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods; 	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <p>Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods & any period extended by the bank</p>	Clause stands as per RFP
41.	53	28	<p>Termination</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 inclusive of 30 days cure period 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 to be executed between the Bank and the selected Bidder.</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 inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:</p> <p>a) The selected bidder commits a material breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.</p>	Clause stands as per RFP
42.	55	32	<p>Consequences of Termination</p> <p>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.</p> <p>The termination hereof shall not affect any accrued right or liability of either</p>	<p>Request Bank to modify the clause as below to remove the reference of Deed of Indemnity:</p> <p>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.</p>	Clause stands as per RFP

			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.	The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination. However, Bank shall make payment to the selected bidder which include all costs incurred by selected bidder till the date of termination. In the event that the Bank fails to pay any undisputed amount in respect of the services within 30 days from the date of invoice, selected bidder may issue a written notice and discontinue delivery without being considered as breaching its obligations hereunder until payment is received.	
43.	58	36	Dispute Resolution Mechanism e) The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	e) The Bidder shall not be entitled to suspend the Service/s (except for the payment obligations) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Clause stands as per RFP
44.			Bank Responsibilities	1) Bidder suggest UCO Bank general Responsibilities to be enumerated 2) When Bank acts and omissions or other circumstances delay, disrupt or prevent bidder's performance, bidder shall	Clause stands as per RFP

				accordingly (i) extend delivery and milestone dates, (ii) be compensated for additional costs if incurred, and (iii) be paid for additional service performed due to such act & omission of the Bank	
45.			New Clause	However, any delay of the GO Live due to not readiness of the site in the Bank, delay will not attributable to the Bidder for Liquidated Damage purpose.	Any delay due to not any reason from the site in the Bank, delay will not attributable to the Bidder for Liquidated Damage purpose.
46.	55-56	33	Service Level Agreement 33 (b) If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.	Request Bank to add the following modification for acts and omission of Bank to the present relief taken by Bank in this clause: Service Level Agreement 33 (b) If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. When Bank acts and omissions or other circumstances delay, disrupt or prevent bidder's performance, bidder shall accordingly (i) extend delivery and milestone dates, (ii) be compensated for additional costs if incurred, and (iii) be paid for additional service performed due to such act & omission of the Bank	Clause stands as per RFP
47.	65	ANNEXURE – I (Tender offer forwarding	ANNEXURE – I (Tender offer forwarding letter) We agree to abide by the terms and conditions of this tender offer valid till 180	We agree to abide by the mutually agreed terms and conditions of this tender offer valid till 180 days from the date of commercial bid opening and our offer	Clause stands as per RFP

		letter)	<p>days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.</p> <p>Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.</p>	<p>shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.</p> <p>Until a formal contract is executed, this tender offer along with Bidder's response, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.</p>	
48.	69	Annexure - IV: Format of Bid Security Declaration	<p>Annexure - IV: Format of Bid Security Declaration (B) I/We accept that M/s _____ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of time starting on Bid Submission Date if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:</p>	<p>Request Bank to provide the period of suspension as follows: (B) I/We accept that M/s _____ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of 180 days from time starting on Bid Submission Date if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:</p>	Clause stands as per RFP
49.	76	Annexure-VII Undertaking to abide by all By-Laws/Rules/Regulations	<p>Annexure-VII Undertaking to abide by all By-Laws/Rules/Regulations</p>	<p>Bidder is complying with the indemnity clause where the content of this Annexure is covered. In this respect, Bidder requests Bank to remove this Annexure.</p>	Clause stands as per RFP
50.	72	Annexure-V	<p>Annexure – V: PROFORMA FOR PERFORMANCE GUARANTEE 5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO</p>	<p>5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting</p>	Clause stands as per RFP

			BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER	in any manner our obligations hereunder to vary any of the mutually agreed terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER	
51.	80	Annexure-XI	Annexure-XI: Undertaking for No-Deviation We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank"s decision not to accept any such extraneous conditions and deviations will be final and binding on us.	We hereby agree to comply with all the mutually agreed terms and conditions / stipulations as contained in the RFP along with Bidder's response and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank"s decision not to accept any such extraneous conditions and deviations will be final and binding on us.	Clause stands as per RFP
52.	79	Annexure-X:	Annexure-X: Undertaking for Price Validity & Acceptance of all terms & conditions of RFP If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.	If our bid is accepted, we are responsible for the due performance as per the scope of work and mutually agreed terms & conditions as per mentioned in RFP along with Bidder's response.	Clause stands as per RFP

53.	92	Annexure XV	Annexure XV: NON-DISCLOSURE AGREEMENT 9(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.	Since Bidder is complying to a comprehensive indemnity clause in the Contract, request bank to remove indemnity clause from nondisclosure agreement	Clause stands as per RFP
54.	74	Annexure-VI	Annexure-VI Undertaking for Non-Blacklisting / Non-Debarment of the bidder (to be stamped as declaration and duly attested by a Notary) 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.	3) I/We further hereby undertake and agree to abide by all mutually agreed terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.	Clause stands as per RFP
55.	107	Annexure-XXIII	Annexure-XXIII: Certificate of Local Content	Request Bank to confirm whether our understanding is correct : Our understanding is this certificate needs to come from OEM only and bidder needs to counter sign the same.	Clause stands as per RFP
	109	Annexure-XXIV	Annexure XXIV Restriction on Procurement due to National Security 1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."	a) Our understanding is either of the two points mentioned in the Annexure will be applicable to one Bidder/OEM and both the points at the same time will not be applicable to Bidder/OEM. Please confirm if the Bidder's understanding is correct. b) Suggest to kindly provide "Either/Or" option or a compliance check box to tick	Clause stands as per RFP

			<p>2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"</p>	<p>as per the applicability of Bidder/OEM as below:</p> <p>I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India, I certify that, bidder [Name of Bidder] is:</p> <p>(i) Not from such a country [√ / X]</p> <p>(ii) If from such a country, has been registered [√ / X] with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) (Bidder is to tick appropriate option √ / X) above).</p> <p>I hereby certify that this bidder [Name of Bidder] fulfills all requirements in this regard and is eligible to be considered.</p>	
56.	41	7	Penalties / Liquidated damages	<p>a) Liquidated damages: should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the delayed deliverables per each week of delay, subject to the maximum of 5% of the relevant deliverable values.</p> <p>b) SLA Penalties: Maximum SLA penalties should be capped at 5% of the applicable fees for that month.</p>	Clause stands as per RFP

		New Clause	Due date of Invoice	<p>a) Customer shall pay within 30 days from the date of invoice.</p> <p>b) Late payment will bear an interest of 2% per month.</p> <p>c) Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoice.</p>	Query not admissible
57.	29	Termination For Convenience	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...	<p>a) Considering the scale and complexity of the project, it is submitted that UCO Bank should not exercise the termination for convenience rights during the implementation period.</p> <p>b) UCO Bank shall provide a written notice of atleast 90 days to the SI.</p> <p>c) In case of termination of this Agreement due to convenience, UCO Bank shall pay to SI for the services rendered up to the point of termination, hardware and software delivered up to date of termination and the like.</p> <p>d) UCO Bank shall also pay the SI reasonable termination charges taking into account reasonable shutdown costs, transition charges and unamortized startup costs, including termination costs of third party contracts and employee costs.</p>	Clause stands as per RFP
58.	38	Payment Terms	Payment Terms for Facility Management	Operations and Maintenance Phase - Payment should be made in equal monthly instalments.	Clause stands as per RFP
59.	35	Scope of Work	General Queries	how many total number servers are present in the environment (DC, DR and UAT) for WAS, MQ? Who will validate this	Bidder need to provide license as per technical bill of materials. However Bank will share servers

				data from Bank side for license procurement?	details to selected bidder only.
60.	Scope of Work	General Queries		Are you using any VMWare servers for deploying WAS and MQ licenses? There is a separate IBM license calculations policy for VMWare.	No VMWare servers are in used for IBM WAS & MQ license deployment.
61.	Scope of Work	General Queries		If Yes, then who will do the deployment of ILMT tool (IBM license Metric Tool) - ILMT is separate IBM tool used for license monitoring which is mandatory in case of VMWare setup, which is requires skillsets for the deployment.	Query not applicable
62.	Scope of Work	General Queries		Any plans for server OS, server Model, server Make upgrade in 1/2 year, post deployment of Middleware licenses under this ATS? Are there any changes in licenses procurement/deployment post changes in Operating system?	At present no. However bank may upgrade servers as per requirement basis and bank will procured additional licenses accordingly.
63.	Scope of Work	General Queries		In case of DR licenses, (COLD License - No charge). IBM has advice to keep services down for Cold (DR) instances except DR drill. Otherwise licenses will be calculated as HOT instance (which is chargeable). In such cases, how we will ensure that, DR services will be shutdown whenever not required, . We need to understand plan from technical team on this. Otherwise, IBM OEM will charge license on this.	Bank DR site acts as a cloud DR only.
64.	Scope of Work	General Queries		What is category of IBM support bank is looking for premium support or normal support?	premium support
65.	Scope of Work	General Queries		How to perform IBM license monitoring? On License Procured vs License deployed	Bank will monitor the same.

66.		Scope of Work	General Queries	Please clarify who will do provide approvals for IBM license deployments from Bank Side?	Bank will provide approval for IBM license deployment
67.		Scope of Work	General Queries	Who will validate IBM license deployment data from bank end ?	Bank appointed External Auditor.
68.		Scope of Work	General Queries	In case of deployments of IBM products which are already end of life support, what is the plan to get extended support from OEM?	If IBM products deployed , which are already end of life , then bidder should upgraded same under ATS.
69.	35	PART – IV SCOPE OF WORK I. For Procurement of 1400 nos. of IBM MQ Advanced PVU based Licenses	The bidder should provide necessary onsite technical support at the premises of UCO Bank, Data Centre (Kolkata) for 12 hours (viz. from 7AM to 7PM), for supporting MQ related support, troubleshooting, fixing issues during the entire contract period of five years	Our understanding is that bidder needs to provide onsite support 5 days a week. Please confirm	The selected bidder has to provide onsite support (Kolkata & Bengaluru) for problem fixing on-call basis. The support will be part & Parcel of ATS services to be rendered by vendor. This is additional to OEM's Premium Support for IBM MQ ATS Services.
70.	35	PART – IV SCOPE OF WORK I. For Procurement of 1400 nos. of IBM MQ Advanced PVU based Licenses	f) The latest versions as and when released should be made available to Bank within 2 weeks of release. Bidder would be required to coordinate and provide the latest versions	This is dependent on Application compatibility/support and can be deployed within 2 weeks upon succesful implementation and testing by Application team on non-production environment	Clause stands as per RFP

71.	35	PART – IV SCOPE OF WORK I. For Procurement of 1400 nos. of IBM MQ Advanced PVU based Licenses	i) In the event of IBM or OEM onsite/offsite support services are required by the Bank for any technical / operational issues related to IBM MQ software then Bidder should ensure that OEM support services should be provided without any additional cost	OEM doesn't provide any onsite support. All support part of ATS is restricted to telephonic support only and is as per their global ATS policy. Request you to remove the modify the clause	In the event of IBM premium support services <u>(bidder will be required to provision for minimum 5 nos of calls per year)</u> are required by the Bank for any technical / operational issues related to IBM MQ software then Bidder should ensure that OEM support services should be provided without any additional cost. At the end of the yearly support service, the non-availed calls of premium support, may be used for other purpose of IBM related support.
72.	38	Part V , 2. Delivery & Installation	The selected bidder has to supply and install required numbers of licenses as per the 'Scope of Work' mentioned herein above within two (02) weeks from the date of award of contract / issuance of Letter of Intent/issuance of Purchase Order	Request you to change the timelines to 4 weeks for delivery. The Installation will depend on the number of Instances and timelines can be discussed mutually with the Bank	Clause stands as per RFP
73.	39	Part V , 2. Delivery & Installation	5. Uptime Guarantee Availability is calculated as accessibility to the proposed application to its customers. Availability should be for the end customer and the customer should be able to perform all transactions that are supported on the application. It is required that an uptime of minimum of 99.95 % is maintained by the successful bidder expected after taking into account the following exclusions (Classification of areas is as per Bank):	The SLA of 99.95% can be provided for HA Cluster only. For Standalone it can be 98%. Request Bank to make this change	Clause stands as per RFP

74.	35	PART – IV SCOPE OF WORK I. For Procurement of 1400 nos. of IBM MQ Advanced PVU based Licenses	The bidder should provide necessary onsite technical support at the premises of UCO Bank, Data Centre (Kolkata) for 12 hours (viz. from 7AM to 7PM), for supporting MQ related support, troubleshooting, fixing issues during the entire contract period of five years	There is no line item in Commercial template for onsite technical support. Request you to include the same and also share the number of Instances Bidder has to support in the environment	The selected bidder has to provide onsite support (Kolkata & Bengaluru) for problem fixing on-call basis. The support will be part & Parcel of ATS services to be rendered by vendor. This is additional to OEM's Premium Support for IBM MQ ATS Services.
75.	35	PART – IV SCOPE OF WORK I. For Procurement of 1400 nos. of IBM MQ Advanced PVU based Licenses	The bidder should provide necessary onsite technical support at the premises of UCO Bank, Data Centre (Kolkata) for 12 hours (viz. from 7AM to 7PM), for supporting MQ related support, troubleshooting, fixing issues during the entire contract period of five years	Please share the L1,L2,L3 resources bidder has to deploy for the same	The selected bidder has to provide onsite support (Kolkata & Bengaluru) for problem fixing on-call basis. The support will be part & Parcel of ATS services to be rendered by vendor. This is additional to OEM's Premium Support for IBM MQ ATS Services.
76.	35	PART – IV SCOPE OF WORK I. For Procurement of 1400 nos. of IBM MQ Advanced PVU based	The bidder should provide necessary onsite technical support at the premises of UCO Bank, Data Centre (Kolkata) for 12 hours (viz. from 7AM to 7PM), for supporting MQ related support, troubleshooting, fixing issues during the entire contract period of five years	The bidder can deploy onsite resources within 3 months of signing the contract. Request you to make the change	The selected bidder has to provide onsite support (Kolkata & Bengaluru) for problem fixing on-call basis. The support will be part & Parcel of ATS services to be rendered by vendor. This is additional to OEM's Premium Support for IBM MQ ATS Services.

		Licenses			
77.	12	3	The bidder submitting the offer should have positive net-worth for the last three financial years i.e. 2017-18, 2018-19 & 2019-20. This must be the individual company turnover and not of any group of companies.	Please remove the clause or bidder should have positive net-worth for last financial year i.e. 2019-20, 2020-21 (provisional balance sheet) or the bidder should have operating profit in last three financial years. (May be considered as the bidder is registered with MSME).	Clause modified as below: The bidder submitting the offer should have positive net-worth or Positive Net-Profit for the last three financial years i.e. 2017-18, 2018-19 & 2019-20. This must be the individual company turnover and not of any group of companies.
78.	35	I.a.	Transfer of licenses from one platform to another during ATS period of five years as and when required by UCO Bank and to ensure that UCO Bank continues to get ATS updates and support even in case the original IBM License supplied and partitioning license are shifted to other platforms by the Bank during the period of ATS for five years.	Need more clarification on License Transferring and other platform details as mentioned in RFP.	Clause stands as per RFP
79.	35	I.c.	The bidder should provide necessary onsite technical support at the premises of UCO Bank, Data Centre (Kolkata) for 12 hours (viz. from 7AM to 7PM), for supporting MQ related support, troubleshooting, fixing issues during the entire contract period of five years.	We understand that we need to provide onsite support services for 12 hours by a resource skilled in IBM Websphere MQ with an understanding of payment solutions. Please confirm that the resource will be required for all the 7 days in a week please confirm the week off for the resource as well as holidays for the same.	The selected bidder has to provide onsite support (Kolkata & Bengaluru) for problem fixing on-call basis. The support will be part & Parcel of ATS services to be rendered by vendor. This is additional to OEM's Premium Support for IBM MQ ATS Services.
80.	38	2	The selected bidder has to supply and install required numbers of licenses as per the 'Scope of Work' mentioned herein above within two (02) weeks from the date of award of contract / issuance of Letter of Intent/issuance of Purchase Order. The Bank reserves the right to shift the	The selected bidder has to supply and install required numbers of licenses as per the 'Scope of Work' mentioned herein above within four (04) to Eight (8) weeks from the date of award of contract / issuance of Letter of Intent/issuance of Purchase Order. The Bank reserves the right to shift the	Clause stands as per RFP

			ordered items to any location where Bank has its presence or its technology partners are, anywhere in India.	ordered items to any location where Bank has its presence or its technology partners are, anywhere in India.	
81.	42	10	The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 12 months.	The validity of prices are strictly shared by OEM so we will be adhering to the same. Please clarify with OEM on the same.	The selected bidder will be required to keep the price valid for a period of <u>6 months</u> from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of <u>6 months</u> and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of <u>6 months</u> .
82.	13	5	The bidder should have minimum three years of experience in supply, installation and maintenance (ATS) of IBM software MQ, WAS & WAS ND in any public sector bank/ Govt. organization/ Commercial bank/RRBs/ BFSI in India as on date of Bid Submission.	We request UCO bank to relax this as mention below, The OEM/ Bidder should have minimum three years of experience in supply, installation and maintenance (ATS) of IBM software MQ, WAS & WAS ND in any public sector bank/ Govt. organization/ Commercial bank/RRBs/ BFSI in India as on date of Bid Submission.	Please refer corrigendum
83.	76	Annexure VII		Value of the Stamp Paper on which Annexure VII should be printed?	Value of the stamp paper varies from State to state. Please refer your state law for details
84.	83	Annexure XIV		Value of the Stamp Paper on which Annexure XIV should be printed?	Value of the stamp paper varies from State to state. Please refer your state law for details
85.	89	Annexure XV		Value of the Stamp Paper on which Annexure XV should be printed?	Value of the stamp paper varies from State to state. Please refer your state law for details



UCO BANK

Department of Information Technology

Request for Proposal (RFP) for Selection of Vendor for Procurement of IBM MQ Licenses and ATS for IBM Software WAS, WAS ND and MQ

RFP Ref. No: UCO/DIT/1104/2021-22 Date: 31.07.2021

Amendments, Addendums and Corrigendum's

PART- I (3. Eligibility criteria)

<u>SL No</u>	<u>Existing Clause</u>	<u>Modified Clause</u>
<u>3</u>	The bidder submitting the offer should have positive net-worth for the last three financial years i.e. 2017-18, 2018-19 & 2019-20. This must be the individual company turnover and not of any group of companies.	The bidder submitting the offer should have positive net-worth or Positive Net-Profit for the last three financial years i.e. 2017-18, 2018-19 & 2019-20. This must be the individual company turnover and not of any group of companies
<u>5</u>	The bidder should have minimum three years of experience in Supply, Installation and maintenance (ATS) of IBM software MQ, WAS and WAS ND in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India as on date of bid submission.	The bidder should have experience in Supply /Installation/maintenance (ATS) of IBM software MQ/WAS in any Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI in India as on date of bid submission.

PART V (10. Price Validity)

<u>Existing Clause</u>	<u>Modified Clause</u>
The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1 st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 12 months.	The selected bidder will be required to keep the price valid for a period of 6 months from the date of issuance of 1 st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 6 months .



Date- 26.08.2021

Place- Kolkata



UCO Bank
Honours Your Trust

NOTICE TO THE BIDDERS

26.08.2021

Sub: Extension of Bid Submission date in respect of Request for Proposal (RFP) for for Selection of Vendor for Procurement of IBM MQ Licenses and ATS for IBM Software WAS, WAS ND and MQ". RFP Ref. No: UCO/DIT/1104/2021-22 Date: 31.07.2021.



The last date for submission of bid documents for "Request for Proposal (RFP) For Selection of Vendor for Procurement of IBM MQ Licenses and ATS for IBM Software WAS, WAS ND and MQ" which was scheduled on **27.08.2021** is hereby extended **upto 07.09.2021 (4:00 P.M.)**. Technical bids will be opened on **07.09.2021 at 4:30 P.M.**

Department of Information Technology
Head Office, Kolkata