



**Request for Proposal (RFP) for Internet Protocol Telephone
(IP Telephone) (E-Tendering)**

RFP Ref. No: UCO/DIT/660/2023-24 dated 20/07/2023

Pre-Bid Responses/ Clarifications/Corrigendum to Queries raised by the Bidder(s) uploaded on 28/07/2023

Sl. No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's response
1.	IPT SOW	Generic Query		The New Phone licenses for CUCM are Subscription in nature. Please confirm if the same is acceptable.	Clause is Self-explanatory
2.	IPT SOW	Generic Query		Please confirm the Software Version of CUCM installed on BE6M-M5 Server	Clarified as: Current version of CUCM is 14.0.1.10000-20
3.	IPT SOW	Generic Query		Please confirm the number of Phones currently configured on BE6M-M5 Server	Clarified as: Currently there is no IP Telephone configured in the Bank.
4.	IPT SOW	Generic Query		Phones will need power. Please confirm if Power over ethernet is Supported at branch locations else adapter needs to be ordered along with the phones.	Clause is Self-explanatory

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5.	IPT SOW	Generic Query		Is DHCP IP assignment enabled or phone needs to be given static IP?	Clarified as: IP Telephones needs to given STATIC IP
6.	IPT SOW	Generic Query		What is the Call Manager version?	Clarified as: Current version of CUCM is 14.0.1.10000-20.
7.	IPT SOW	Generic Query		How many devices are currently registered on the CUCM and how many Nodes in CUCM cluster?	Clarified as: Currently there is no IP Telephone configured in the Bank
8.	IPT SOW	Generic Query		Is network connectivity is in place between CUCM and the phones location in terms of Voice VLAN ETC.	Clarified as: Yes, through RJ45
9.	IPT SOW	Generic Query		Phone Firmware on TFTP for new proposed model not under our. Support, please confirm if otherwise	Clarified as: Bank will provide necessary required support
10.	IPT SOW	Generic Query		CUCM Access will be provided to selected Bidder for IP Phone Management?	Clarified as: Bank will take care for necessary configuration the CUCM level only. Bidder has to suggest their requirement.
11.	IPT SOW	Generic Query		Patch Cord(Cat5) Cable available? Length of Cable if required.	Clarified as: Yes, Patch cord (Cat5) cable is available.
12.	IPT SOW	Generic Query		Configuration of new devices on CUCM shall be out of	Clause is Self-explanatory.

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				scope for us, is it correct understanding?	
13.	IPT SOW	Generic Query		Network configuration for Video calls will be managed by Bank Team, is it correct understanding?	Clarified as: Bank will take care for necessary configuration at the CUCM level only. Bidders has to suggest their requirement.
14.	IPT SOW	Generic Query		Spare Phones (shall be available with Bank under 100 Phones)or additional count to be considered ?	Clause is Self-explanatory.
15.	IPT SOW	Generic Query		Smartnet type Required ? OEM support type	Clause is Self-explanatory.
16.	IPT SOW	Generic Query		Bidder Will not have access to CUCM estate even for IP Phone management on Day2? Is it correct understanding ?	Clause is Self-explanatory.
17.	IPT SOW	Generic Query		Need to arrange for "Hands and Feet Support" who will reach site to assemble and physically install phone on site and punch in DHCP/IP, TFTP etc details on phone. This person will not be responsible for any CUCM configuration or Network troubleshooting. Is this correct understanding ?	Clause is Self-explanatory.

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18.	RFP Page No. 35 (Part V)	Delivery & Installation	Delivery of materials at site -- a) 5 weeks in States where Road Permit is required. b) 6 weeks in North East States, Andaman & Nicobar Island and Lakshadweep Island.	We would request UCO Bank to consider delivery of materials at site of 10 weeks for point (a) and 12 weeks for point (b). Since shipment of material from OEM will happen from outside India and delivery at all your pan India sites will take time. Request Bank to consider and give relaxation.	Clause stands as per RFP
19.	RFP Page No. 35 (Part V)	Installation and Operational ization	Within 1 week of delivery	Request Bank to consider and provide the bidder relaxation of Installation & Operationalization within 2-4 weeks, since bidder needs to mobilize resources at your respective Pan-India sites for smooth installation.	Clause stands as per RFP
20.	RFP Page 9. (Part 1)	Eligibility Criteria - Sr. No 5 & 6	(Sr. No 5) - The bidder as on date of bid submission must have supplied and maintained/maintaining minimum 100 nos. of IP telephones with audio and video for at least 2 years in at least 2 PSU/BFSI/NBFC/Govt organization during last five years. (Sr. No 6) - The offered IP Telephone devices under this RFP must have been implemented in at least 1	Eligibility Criteria of Sr No 5 & 6 are contradicting with each other. Humble Request to UCO Bank to Remove Sr. No 5 and Keep Sr. No 6 only with modifications --> "Bidder must have implemented minimum 100 IP Telephone devices in at least 1 PSU/BFSI/NBFC/Govt during the last five (5) year as on date of	Clause stands as per RFP.

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			PSU/BFSI/NBFC/Govt during the last five (5) year as on date of bid submission.	bid submission." Since Model 8875 is a new model	
21.	41	Part V - Clause 16	Confidentiality and Secrecy	Bidder suggests that this clause shall be made mutual for both Parties and all obligations as regard confidentiality and secrecy shall be made reciprocal for both parties.	Clause stands as per RFP.
22.	42	Part V - Clause 17	Compliance with Laws	Bidder suggests that this clause shall be made mutual for both Parties and all obligations as regard compliance with applicable laws is concerned and shall be made reciprocal for both parties. Either party shall be responsible for indemnifying the other for any claims, demands of liabilities and all consequences that may arise due to breach of any applicable laws	Clause stands as per RFP.
23.	46	Part V - Clause 22	Indemnity: In addition to the LD provisions, Bank is asking indemnity against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs,	Bidder proposes that in no event the aggregate liability of Bidder exceed most recent twelve (12) months of charges collected by bidder from the	Clause stands as per RFP.

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			charges liabilities, losses arising out of: (i) all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages (ii) cost, expenses, damages due to performance of obligations (iii) Material breach of terms or SLA, breach of representations, false representation, inaccurate statement or assurance or covenant or warranty (iv) infringement of any IPRs including 3rd party claims (v) breach of confidentiality (vi) 3rd party claims on Bank malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided (vii) damage to property & loss of reputation & loss of life solely attributable to Vendor (viii) Non-compliance with applicable laws (ix) Negligence or gross misconduct attributable to Vendor	Bank, pursuant to the applicable po/order giving rise to the liability.	
24.	47	Part V - Clause 23	<u>PUBLICITY</u> Any publicity by the selected bidder in which the name of the Bank is to be used	Bidder suggests this clause to be made mutually application to both parties.	Clause stands as per RFP.

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			should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent	Neither party shall use the other party's name, logo, trademarks or any other intellectual property for any purpose including but not limited to marketing, public announcements, media releases without seeking a prior written approval of the other party.	
25.	48	Part V - Clause 27	<p><u>EXIT OPTION AND CONTRACT RE-NEGOTIATION</u></p> <p>Bank has to right to exit or terminate the Agreement in the event of happening of one or more of the following conditions:</p> <p>a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;</p> <p>b) Delay in commissioning the Project beyond the specified period;</p> <p>c) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;</p> <p>d) Serious discrepancy in project noticed during the testing;</p> <p>e) Serious discrepancy in functionality to</p>	<p>Bidder suggests that the Exit Option and Contract Re-negotiation clause shall be made mutual for both parties. Bidder should also have a right to terminate the agreement/purchase order by giving a 90 days notice period.</p> <p>Also, bank shall be liable to pay the early termination charges to Bidder for any early termination initiated by Bank for its convenience.</p>	Clause stands as per RFP.

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			<p>be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</p> <p>f) Serious discrepancy in completion of project.</p> <p>g) Serious discrepancy in maintenance of project</p> <p>Bank will provide 90 days written notice which will be inclusive of 30 days cure period, if not cured, the termination notice will become final.</p> <p>In addition to the cancellation of Purchase Order/ said Agreement/ Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/ Vendor.</p> <p>Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of six (6) to twelve (12) months, has been complied with. In the event of the</p>		

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			<p>conflict not being resolved, the conflict will be resolved through Arbitration.</p> <p>Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.</p> <p>The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/ nominees and no extra payment shall be paid by the Bank for such reverse transition.</p> <p>However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/</p>		

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			nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain whether such Plan has been complied with, but the payment for such reverse transition would be determined on pro rata basis or on mutual consent of the Parties.		
26.	50	Part V - Clause 28	<p><u>TERMINATION FOR CONVENIENCE</u></p> <p>The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/ Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.</p>	<p>Termination for Convenience shall be made mutual. Bidder should also have a right to terminate the agreement/SLA for convenience by giving a 90 days' notice period.</p> <p>Also, bank shall be liable to pay the early termination charges to Bidder for any early termination initiated by Bank for its convenience.</p>	Clause stands as per RFP.
27.	50	Part V - Clause 29	<p><u>TERMINATION FOR INSOLVENCY</u></p> <p>The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not</p>	Bidder suggests that this clause shall be made mutual for both parties.	Clause stands as per RFP.

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			prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank		
28.	50	Part V - Clause 30	<p><u>TERMINATION FOR DEFAULT</u></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>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.</p>	Bidder suggests that this clause shall be made mutual for both parties.	Clause stands as per RFP.
29.	50	Part V - Clause 31	<p><u>Consequences of Termination.</u></p> <p>Bidder to support for efficient transition to another vendor and provide trainings.</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</p>	Bidder suggests that the bank shall be liable to pay for the services consumed till date including but not limited to third party cost, any documented charges, any hardware or Capex expenses incurred by the bidder for providing the services to bank. Bank shall also be liable to pay	Clause stands as per RFP.

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			and/or remedies that may be available to UCO Bank under law or otherwise. 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.	the early termination charges to Bidder.	
30.	53	Part V - Clause 38	<p>Limitation of Liability</p> <p>(i) Vendor's liability for breach of confidentiality shall be the extent of loss caused to the bank.</p> <p>(ii) Vendor's liability for breach of obligations under the RFP shall not exceed the total value of the project /contract except for the following:</p> <p>a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.</p> <p>b) damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.</p> <p>c) damages occasioned by the selected Bidder/Vendor for breach of confidentiality obligations.</p> <p>d) Regulatory or statutory penalty</p>	Bidder proposes to that in no event the aggregate liability of bidder exceed most recent twelve (12) months of charges collected by Bidder from the Bank, pursuant to the applicable PO/Order giving rise to the liability.	Clause stands as per RFP.

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			<p>imposed by the Government or any Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the Project</p> <p>(iii) The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.</p>		
31.	38	9	Performance Bank Guarantee	Bidder suggests that claim period to reduce to 1month	Clause stands as per RFP.
32.	37	6	LIQUIDATED DAMAGE	How the 5% calculation monthly bill and there of per week would be done . Need clarity	Clause stands as per RFP.
33.	11	5	The bidder as on date of bid submission must have supplied and maintained/ maintaining minimum 100 nos. of IP telephones with audio and video for at least 2 years in at least 2 PSU/BFSI/NBFC/Govt organization during last five years.	<p>Please modify the clause as suggested below:</p> <p>The bidder as on date of bid submission must have supplied and maintained/ maintaining minimum 100 nos. of IP telephones with audio OR video for at least 2 years in at least 2 PSU/BFSI/NBFC/Govt organization during last five years.</p>	

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34.	Page-12		Bank is currently using Cisco CUCM (Cisco Unified Communication Manager) Call Manager, Model BE6000 (BE6M-M5-K9). Bidder has to provide 100 number of Internet Protocol Telephone (IP telephone) with Audio/Video Call function and capability of seamless integration with existing Cisco CUCM (Cisco Unified Communication Manager) Call Manager, Model BE6000, installed and working at Bank.	The existing CUCM will be compatible with CISCO IP phone only. Thus it is getting to be supplied by single OEM CISCO. Hence it is a type of proprietary bid only	Clause stands as per RFP.
35.	Page-12		The Internet Protocol Telephones (IP Telephones) should have capability for seamlessly fully integration with the existing Cisco CUCM, Model BE6000 (BE6MM5-K9) for provisioning, calling, management, interoperability with a Single Dashboard platform.	The existing CUCM will be compatible with CISCO IP phone only.. Thus it is getting to be supplied by single OEM CISCO. Hence it is a type of proprietary bid only	Clause stands as per RFP.

Amendments/Addendums/Corrigendum

Sl. No	Existing Clause	Modified Clause				
1	<p>Eligibility Criteria SI.5,</p> <table border="1" data-bbox="181 472 987 871"> <tr> <td data-bbox="181 472 584 871">The bidder as on date of bid submission must have supplied and maintained/maintaining minimum 100 nos. of IP telephones with audio and video for at least 2 years in at least 2 PSU/BFSI/NBFC/Govt organization during last five years.</td> <td data-bbox="584 472 987 871">Documentary evidence with relevant copies of Purchase Order/SLA/Completion Certificates / Project Sign-Offs/payment invoices in the last five years including names of clients with Phone and Fax numbers, E-Mail IDs etc.</td> </tr> </table>	The bidder as on date of bid submission must have supplied and maintained/maintaining minimum 100 nos. of IP telephones with audio and video for at least 2 years in at least 2 PSU/BFSI/NBFC/Govt organization during last five years.	Documentary evidence with relevant copies of Purchase Order/SLA/Completion Certificates / Project Sign-Offs/payment invoices in the last five years including names of clients with Phone and Fax numbers, E-Mail IDs etc.	<p>Eligibility Criteria SI.5,</p> <table border="1" data-bbox="1111 472 2107 871"> <tr> <td data-bbox="1111 472 1581 871">The bidder as on date of bid submission must have supplied and maintained /maintaining minimum 100 nos. of IP telephones with audio and video for at least 2 years in at least 2 PSU/BFSI/NBFC/Govt organization during last five years.</td> <td data-bbox="1581 472 2107 871">Documentary evidence with relevant copies of Purchase Order/SLA/Completion Certificates / Project Sign-Offs/payment invoices and experience certificate from clients to be submitted mentioning 2 years of service completion in the last five years including names of clients with Phone and Fax numbers, E-Mail IDs</td> </tr> </table>	The bidder as on date of bid submission must have supplied and maintained /maintaining minimum 100 nos. of IP telephones with audio and video for at least 2 years in at least 2 PSU/BFSI/NBFC/Govt organization during last five years.	Documentary evidence with relevant copies of Purchase Order/SLA/Completion Certificates / Project Sign-Offs/payment invoices and experience certificate from clients to be submitted mentioning 2 years of service completion in the last five years including names of clients with Phone and Fax numbers, E-Mail IDs
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