

UCO BANK

Department of Information Technology

Request for Proposal (RFP) For “Maintenance & Support of Building Management System

RFP Ref No : UCO/DIT/1032/2016-17 Date: 03/09/2016” Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's

SL No	Page no	Clause	Clause as per RFP	Description of Query/Clarification sought by Bidder	Bank Response
1.		General		<p>1. Need for Data Center Floor Plan for evaluate the solution to be provided to arrive on learn the design & considerations</p> <p>2. Dimension details of every rooms also required as below, a. Length of room b. Width of room c. Height of room - with void breakup like, > True ceiling to False ceiling height > False ceiling to False Floor height > False Floor to True Floor height</p>	Interested bidders can visit the data centre for necessary information.
2.		General		<p>We understand below list of systems are present at site as Integrated Building Management System(IBMS) - i.e., Combination of Safety, Security & Building Management System(BMS),</p> <p>1. FM-200 gas based Fire Suppression System 2. Hand held Manual Fire</p>	Yes all the systems mentioned in the RFP are integrated and any new device like DG set, UPS, AC taken as part of this RFP will also have to be integrated with the BMS software.

				<p>Extinguishers</p> <p>3. VESDA / Aspiration Smoke Detection System (ASD)</p> <p>4. Automatic Fire Detection & alarm System</p> <p>5. DVR based CCTV System with 15Nos Cameras</p> <p>6. Water Leakage Detection System (WLDS) etc</p> <p>Hence we will consider our maintenance scope limited to above list of systems that are part of IBMS as mentioned in RFP. Please confirm.</p>	
3.		General		<p>1. Is there any Rodent Repellent System (RRS) in Data Center/ Server Room area? Yes or No?</p> <p>2. If Not available, can we propose the new RRS solution? Please confirm.</p>	<p>Yes, bank has Rodent Repellent System (RRS) and that too will be under the scope of AMC in this RFP.</p>
4.	9 & 10	Broad Scope of the Work	<p>Bank is currently using the BMS Software Desigo Insight version 2.35 (Siemens) maintained & operated by present System Integrator (SI) since 2006.</p> <p>Currently following hardware & machine equipments are integrated & used with the BMS Solution.</p>	<p>1. From given Clause, we understood BMS system installed is of 10 Years old. Hence will check the feasibility & any Upgradation necessity from respective OEM for further maintenance for 5 years more on existing components etc.</p> <p>2. Hope ALL of the listed existing systems in RFP are installed 10 years back (i.e., in year 2006)? Please confirm YES/NO/any Other.</p> <p>3. If Yes for above Query 2, we shall check for further usage of existing equipments for further 5years maintenance with spare availability/any other support from OEM/Vendor. This will be Learned or Observed from Site Survey.</p>	<p>Understanding is correct.</p>

				4. Please provide Input-Output (I/O) Summary list for existing BMS system integrating devices.	
5.		General		Can you provide existing IBMS System detailed Bill of Materials? This will help us to have reference of information like details quantity, Vesda pipe lengths, FM200 design etc. Please provide the same.	All the details are given as part of the RFP, Further VESDA, FM200 can be understood as part of the site visit.
6.		General		Since FM-200 system is 10years old, need to have Pressure testing, replacement of any equipments scope to be check in Site survey.	The bidders to check these specifications during site visit.
7.		General		All the IBMS systems to be learned from Site survey, to check any changes/replacement of equipment or any. Please confirm.	Yes
8.	10	Broad Scope of the Work	New item to be procured under this RFP (Replacement of the following items)	Please confirm all the existing buyback equipment are in working condition	Yes
9.	12	Broad Scope	The selected bidder to ensure that there is no downtime during the installation of the new UPS, DG and PAC supplied as part of this RFP.	If the existing Electrical infrastructure & equipment configuration is designed for concurrent maintainability we can install the new equipment without downtime otherwise we request you to provide minimum down time to replace the existing equipment. Please provide the Electrical Single line diagram in Auto CAD format	The interested bidder can visit the data centre for understanding the electrical layout.
10.	14	Broad Scope and Role & Responsibility of Facility	The selected bidder has to maintain temperature (20±2 degree centigrade) and the humidity to be maintained at RH	Please provide the existing floor layout in AutoCAD format	The interested bidder to take the details during site survey.

		Management Personnel/BMS Operator	50±5		
11.	15	Kolkata Data Centre Infrastructure	The Level(s) of support requirement for Banks KDC Infrastructure Components is detailed in the below table	Please confirm bidder need to provide maintenance support for rack & accessories, if so please provide the details	Please refer the scope
12.	16	Uptime	The selected vendor has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.982 %	Please confirm the existing setup has to meet Tier III facility. To meet 99.982% uptime. Otherwise Uptime percentage level have to rework	Understanding is correct.
13.	17		TYPICAL RESOLUTION time Within 10 minutes	Request you to increase the resolution time, it depends on the failure of the component. Eg. If there is a leak in Gas pipe it cannot be resolved in 10mins.	Clause stands as per RFP
14.	33	Annexure – III (Sl. No. 1)	The vendor has to supply, install, integrate and maintain the AC, UPS and DG for a period of 5 years (3 year warranty and 2 year AMC). As per the specification given.	Battery will not cover under 3 years warranty. Standard warranty is of 1 year. Please clarify	Clause stands as per RFP
15.	13	Broad Scope and Role & Responsibility of Facility Management Personnel/BMS Operator	Bank shall be responsible for procurement of consumables and the selected vendor would advise the bank for such procurement for all in scope infrastructure. Bank will provide supply of all consumables to run operations like diesel, electricity, water, gas, Fire suppression, petrol and lubricating oil for DG sets, stationery, cartridges, lighting (globes and tubes), light fittings, photo copiers. All filters & lube oil for the DG Gensets need to be replaced once in a 6 (six) months which will be provided by bank	Please confirm batteries will also come under consumables	No batteries during the period of the contract will not be treated as consumables.
16.	13	Broad Scope	The price of AMC of the	Please confirm AMC is of	

		and Role & Responsibility of Facility Management Personnel/BMS Operator	replaced devices to be quoted separately	comprehensive or NON comprehensive	Comprehensive warranty
17.	44	Annexure- III(B) (Technical Specification for 120 KVA UPS)	For power transfer from normal to emergency, automatic power transfer switches (ATS) with bypass shall be used as per tier regulations. The ATS shall have overlapping neutral as stipulated by IEEE for electronic switching applications	Request to confirm ATS have to be provided by bidder or it is available at site	Yes ATS is available
18.	44	Annexure- III(B) (Technical Specification for 120 KVA UPS)	UPS Requirements & Features:- Currently Kolkata Data Centre consists two nos of 80 KVA UPS. It is proposed that UPS Should be of a minimum 120 KVA (upgradable upto 140 KVA) in redundant configuration	Request to confirm the Power cable & breaker capacity for Input & Output upgradation will be bidder scope or UCO bank scope	The Bidder to supply required power cable and other required components for replacement of the hardware as mentioned in the RFP.
19.	44	Annexure- III(B) (Technical Specification for 120 KVA UPS)	Battery Requirements: Battery Bank should be designed to provide 4 hours back up at full load on each UPS.	Request to confirm for 4hrs back up on each UPS will occupy huge space. It is recommended to have 15 to 20mins backup for UPS if DG is available with Auto start.	Battery Requirements: Battery Bank should be designed to provide 30 min back up at full load on each UPS. Note: (Presently bank has 160 battery*100AH*12V)
20.	46	Annexure - III(C) (Technical Specification for Precision AC Set)	The indoor unit shall be floor mounted type comprising of hermetic sealed scroll compressor(s).	Request to confirm the new precision AC compressor can be provided with Digital or inverter scroll to improve the performance in part load	The bidder can quote AC compressor with Digital or Inverter scroll
21.	8	Submission of Offer	Canvassing of any kind will be a disqualification and the Bank may decide to disqualify the bidder.	Request modification of the clause:- Canvassing of any kind with mala fide intention will be a disqualification and the Bank may decide to disqualify the bidder.	Clause stands as per RFP
	10	Broad Scope	No deviation from the RFP terms	No deviation from the RFP terms	

22.		of Work(Point 1)	and conditions will be allowed, a declaration on the same should be submitted by the selected bidder	and conditions will be allowed, not specifically mentioned as deviations/exceptions forming an integral part of the Bid, a declaration on the same should be submitted by the selected bidder	Clause stands as per RFP
23.	11	Broad Scope of Work(Point 9)	All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organisation of the Bank or any designated auditor / officials of the Bank/other other regulator.	Request modification of the clause: - All works under or in course of execution or executed in pursuance of the Contract shall after providing a prior notice of thirty (30) days to the Vendor be open and accessible to the inspection of the Quality Control Organisation of the Bank or any designated auditor / officials of the Bank/other regulator.	The clause stands modified as: All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to inspection by the Bank or any designated auditor / officials of the Bank/other other regulator.
24.	11	Broad Scope of Work(Point 10)	The contractor is to fix the equipments on the floor by means of appropriate method so that such equipments fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best engineering traditions and use appropriate tools in such operations	Request modification of the clause: - The contractor is to fix the equipments on the floor by means of appropriate method so that such equipments fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best standard engineering traditions and use appropriate tools in such operations	Clause stands as per RFP
25.	12	Existing BMS (Point 5)	The selected vendor has to ensure that no device is with end of support, if so the same has to be replaced as part of this RFP. Declaration letter from the OEM regarding availability of support to be submitted along with the technical bid. If the declaration letter is not	Request modification this clause: - The selected vendor has to ensure that no device is with end of support, if so the same has to be replaced as part of the contract Declaration letter from the OEM regarding availability of support to be submitted along with the	The clause stands modified as: The selected vendor has to ensure that no device is with end of support, if so the same has to be replaced as part of this RFP by quoting the price for the same. Declaration letter from the OEM

			submitted then the same has to be replaced as part of the RFP	technical bid. If the declaration letter is not submitted then the same has to be replaced as part of the contract RFP	regarding availability of support to be submitted along with the technical bid. If the declaration letter is not submitted then the same has to be replaced as part of the RFP
26.	14	Broad Scope and Role & Responsibility of Facility Management Personnel / BMS Operator(Point No. 11)	The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by service provider and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.	Request modification of this clause: - The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. during the course of their employment with the vendor which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by service provider and shall be vicariously liable for all the acts, deeds or things, performed by its employees and agents during the course of their employment with the vendor whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.	The clause stands modified as: The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. during the course of their employment with the vendor which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by service provider and shall be vicariously liable for all the acts, deeds or things, performed by its employees and agents during the course of their employment with the vendor whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.

27.	18	SLA compliance & Penalty (sl. No. 10.2)	<p>The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.</p> <p>The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.</p>	Request capping of sum of total penalties to 5% of the amount of undelivered services.	Clause stands as per RFP
28.	18	Payment Terms (sl. No. 10.3)	<p>For O&M: The Bidder must accept the payment terms proposed by the Bank. The commercial Bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.</p> <p>Ø The annual amount to be paid towards facilities management would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter.</p> <p>Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment.</p> <p>Ø Penalty shall be deducted for downtime and not conducting</p>	<p>The Bidder must accept the payment terms proposed by the Bank. The commercial Bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to deduct LD / penalty as applicable as per the terms of the contract withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.</p> <p>Ø The annual amount to be paid towards facilities management would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter.</p> <p>Ø Uptime report and preventive maintenance (PM) report to be submitted for processing the payment.</p> <p>Ø Penalty shall be deducted for downtime and not conducting of PM</p> <p>Ø All undisputed payments will be</p>	Clause stands as per RFP

			of PM Ø All undisputed payments will be released 30 business days post acknowledged acceptance of invoices.	released 30 seven (7) business days post acknowledged acceptance of invoices.	
29.	18	Payment Terms (sl. No. 10.3)	For New Hardware (DG, AC, UPS): 80% of the delivered hardware cost would be payable on successful installation, commissioning of the hardware and successful integration as per the scope of the RFP or on completion of three months from the date of placing the order whichever is later. Balance 20% will be paid after 3 months of successful service from the acceptance date of hardware/ software.	For hardware and products: 1. 100% on delivery on New Hardware items (DG, AC, UPS)	Clause stands as per RFP
30.	19	Liquidated Damage (Sl. No. 10.4)	All hardware/software/services taken as part of the RFP along with required facilities / infrastructure are to be delivered, installed and integrated with the existing infrastructure within 16 weeks of issue of purchase order without any downtime. For any delay, Liquidated damages shall be applicable @0.50% of TCO, per week or part thereof, for the delayed period. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.	All hardware/software/services taken as part of the RFP along with required facilities / infrastructure are to be delivered, installed and integrated with the existing infrastructure within 16 weeks of issue of purchase order without any downtime. For any delay, Liquidated damages shall be applicable @0.50% of TCO the undelivered works per week or part thereof subject to a maximum of 5% of the undelivered works for the delayed period. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.	Clause stands as per RFP
31.	20	Earnest Money Deposit	Non-submission of Earnest Money Deposit will lead to	Request modification of this clause: -	

		(Clause No. 14)	<p>outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.</p> <p>The Earnest Money Deposit may be forfeited under the following circumstances: a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or c. In case of the successful bidder, if the bidder fails: Ø To sign the contract in the form and manner to the satisfaction of UCO BANK Ø To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.</p>	<p>Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on selection of the successful bidder completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.</p> <p>The Earnest Money Deposit may be forfeited under the following circumstances:</p> <p>a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).</p> <p>b. If the bidder makes any statement or encloses any form, with mala fide intention, which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or</p> <p>c. In case of the successful bidder, if the bidder fails: To sign the contract in the form and manner to the satisfaction of UCO BANK To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.</p>	Clause stands as per RFP
32.	21	Bank Guarantee (Clause No. 15)	The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of	<p>Request modification of this clause: -</p> <p>The Bank will require the selected</p>	<p>The clause stands modified as:</p> <p>The Bank will require the selected bidder to provide a</p>

		<p>acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership. The Performance Guarantee should be valid for a period of 63 months (60+3 months claim period). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity.</p> <p>The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.</p>	<p>bidder to provide a Performance Bank Guarantee, 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. The Performance Guarantee should be valid for a period of 63 months (60+3 months claim period). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity.</p> <p>The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period, such non completion solely and directly attributable to the selected bidder. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee, after giving cure period of atleast thirty (30) days, in case the selected Bidder fails to materially discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's gross negligence in carrying out the project</p>	<p>Performance Bank Guarantee, 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 purchase order. The Performance Guarantee should be valid for a period of 39 months (36+3 months claim period). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity.</p> <p>The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank</p>
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				implementation as per the agreed terms & conditions.	incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions. In case multiple purchase orders are given the vendor to give PBG equivalent to 10% of the PO value for a period till the end of the contract period/ warranty/ AMC with an additional three months claim period.
33.	23	Contract period (Clause no. - 24)	The contract period will be initially for a period of 5 (Five) years. However, the same may be extended with prime L1 bidder as per agreed terms & conditions for a further period of one year. The performance of the selected bidder shall be reviewed every quarter to ascertain vendor's capability during the 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 validity period is liable for rejection	Request modification of the clause: - The contract period will be initially for a period of 5(Five) years. However, the same may be extended with prime L1 bidder as per mutually agreed terms & conditions for a further period of one year. The performance of the selected bidder shall be reviewed every quarter to ascertain vendor's capability during the period. Either party 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 validity period is liable for rejection	The contract period will be initially for a period of 3 (Three) years. However, the same may be extended with prime L1 bidder as per mutually agreed terms & conditions for a further period of one year. The performance of the selected bidder shall be reviewed every quarter to ascertain vendor's capability during the 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 validity period is liable for rejection
34.	23	Clause No 26	UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:- a) The selected bidder commits a breach of any of the terms and conditions of	Request modification of the clause: - UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:-	Clause stands as per RFP

			<p>the bid. b) The bidder goes into liquidation, voluntarily or otherwise. c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid. d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay. e) If deductions of account of liquidated damages exceeds more than 10% of the total contract price. f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder. g) 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</p>	<p>a) The selected bidder commits a breach of any of the <u>material</u> terms and conditions of the bid<u>contract</u></p> <p>b) The bidder goes into liquidation, voluntarily or otherwise.</p> <p>c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>d) If the selected bidder, <u>even after cure period</u>, fails to complete the assignment as per the time lines prescribed in the <u>contract</u> RFP and the extension if any allowed, it will be a breach of contract.</p> <p>The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.</p> <p>e) If deductions of account of liquidated damages exceeds more than <u>5% of the value of undelivered services</u> 10% of the total contract price.</p> <p>f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, <u>even after the completion of the cure period</u>, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder. <u>However, all such recoveries shall be subject to a maximum of</u></p>	
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			<p>the balance contract. This clause is applicable, if for any reason, the contract is cancelled. h) 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 pending bills and/or invoking the bank guarantee under this contract.</p>	<p><u>5% of the value of the difference in cost of procurement of undelivered services.</u></p> <p>g) After award of the contract, if the selected bidder, <u>without a reasonable cause,</u> 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. <u>However, all such recoveries shall be subject to a maximum of 5% of the value of the difference in cost of procurement of undelivered services.</u> This clause is applicable, if for any reason, the contract is cancelled.</p> <p>h) 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 pending bills and/or invoking the bank guarantee under this contract.</p>	
35	24	Clause No 27	<p>a. 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</p>	<p>Request modification of the clause: -</p> <p>a. 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</p>	Clause stands as per RFP

		<p>issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected 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>b. 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 UCO BANK, the Vendor 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>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 selected 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>b. 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 UCO BANK, the Vendor herein shall be obliged to provide, <u>at an additional cost,</u> 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>	
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36	35	Confidentiality	To treat all Information as Confidential Information. Conflict of interest: The selected Bidder shall disclose to UCO BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.	To treat all Information, <u>marked as "CONFIDENTIAL"</u> , as Confidential Information.	Clause stands as per RFP
37	27	Clause No 37	In any case the bid security of the bidders will be returned after completion of the process.	Request modification of this clause: - In any case the bid security of the bidders will be returned <u>after selection of the succesful bidder.</u> completion of the process.	Clause stands as per RFP
38	27	Clause No 42	The commercial offer should be quoted in Indian Rupees as per the format given in Annexure – V. The short listed bidder has to keep the finalized price valid for a period of six months from the date of the purchase order. There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties would be passed on to the Bank suo moto.	Request modification of the clause: - The commercial offer should be quoted in Indian Rupees as per the format given in Annexure –V. The short listed bidder has to keep the finalized price valid for a period of six months from the date of the purchase order. There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of <u>increase</u> /fall in prices, taxes, duties would be passed on to the Bank suo moto.	Clause stands as per RFP
39		ANNEXURE I -	We agree to abide by the terms	Request modification: -	

		TENDER OFFER FORWARDING LETTER	and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days. 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><u>Subject to the deviations/clarifications submitted by us, we</u> agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.</p> <p>Until a formal contract is executed, this tender offer <u>along with the deviations submitted by us</u>, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us</p>	Clause stands as per RFP
40		ANNEXURE III - TECHNO-FUCNTIONAL REQUIRMENT		Entire Annexure	<p>ANNEXURE III (other clause remain unchanged and the bidder should not deviate from any of the clauses or else the bidder may be rejected)</p> <p>Changes in Annexure-iii</p> <p>Clause -1 The vendor has to supply, install, integrate and maintain the AC, UPS and DG for a period of 2 years (1 year warranty and 1 year AMC). As per the specification given. Separate PO will be given for the device.</p> <p>Clause -2: The vendor has to maintain the existing</p>

					hardware and software for a period of 3 years As per the details given.
:41		ANNEXURE VI - FORMAT FOR BID SECURITY	The Bid security for which this guarantee is given is liable to be enforced/ invoked: 1. If the Bidder withdraws his proposal during the period of the proposal validity; or 2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Twenty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.	"Request Modification: - The Bid security for which this guarantee is given is liable to be enforced/ invoked: 1. If the Bidder withdraws his proposal during the period of the proposal validity; or 2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Twenty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder."	The vendor has to maintain the existing hardware and software for a period of 3 years As per the details given. And the new hardware to be quoted with 1 year warranty and 1 year AMC after warranty period. The price quoted for the AC, DG and UPS to be kept valid for a period of 3 years from the date of bid submission.
42		ANNEXURE VII - PROFORMA FOR PERFORMANC	We, _____[i ndicate the name of the bank ISSUING THE BANK GUARANTEE]	We, _____[indic ate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter	Clause stands as per RFP

		E BANK GUARANTEE	(hereinafter referred to as —the BankII) at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.	referred to as —the BankII) at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of the said vendor's <u>failure to perform any of the material obligations contained in the said Agreement</u> any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.	
43			We ____ [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount	We ____ [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform <u>the material obligations incorporated in the</u> said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs_____.	Clause stands as per RFP

			not exceeding Rs _____.		
44			We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.	We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.	Clause stands as per RFP
45		ANNEXURE VIII - DEED OF INDEMNITY	One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor	Request modification: - One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any <u>third party</u> claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, <u>government</u> regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor	Clause stands as per RFP

46			<p>The obligator shall indemnify, protect and save the UCO Bank and hold the UCO 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 (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the UCO 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 UCO Bank</p>	<p>Request modification :-</p> <p>The obligator shall indemnify, protect and save the UCO Bank and hold the UCO Bank harmless from and against all third party claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the grossly negligent acts of the Vendor's employees or representatives. The Vendor shall further indemnify the UCO Bank against any loss or damage arising out of third party claims of infringement of third party copyright, patents, or other intellectual property, and third party claims on the UCO Bank for malfunctioning of the equipment or</p>	<p>Clause stands as per RFP</p>
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			<p>for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO 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. 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 UCO Bank (and/or its customers, users and service providers) rights, interest and reputation.</p>	<p>software or deliverables at all points of time, provided however, (i) the UCO Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO 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. 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 UCO Bank (and/or its customers, users and service providers) rights, interest and reputation.</p>	
47	57	Clause No 4	<p>The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy,</p>	<p>Request modification: -</p> <p>The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the</p>	Clause stands as per RFP

			reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.	insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.	
48	57	Clause No 6	This indemnity shall survive the aforesaid Agreement.	Request modifications: - This indemnity shall survive the aforesaid Agreement <u>and shall be the sole and exclusive remedy available to the Indemnified Party under this Contract.</u>	Clause stands as per RFP
48		ANNEXURE X - INTEGRITY PACT	The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.	Request for modification: - The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the <u>this</u> contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.	Clause stands as per RFP
49			The BIDDER shall not use improperly, for purposes of	Request modification: -	

			competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.	The BIDDER shall not use improperly <u>and with mala fide intention</u> , for purposes of competition or personal gain, or pass on to others, any <u>confidential</u> information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.	Clause stands as per RFP
50			The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.	Request modification: - The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER <u>for the purpose of securing this contract.</u>	The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Bank for purpose of securing this contract.
51	62	Clause No 4.1	The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.	Request modification: - The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in <u>India</u> any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.	The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in India in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process
52		EMD	The Earnest Money/Security	Request Modification: -	The Earnest Money Deposit

			Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later	The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later	(EMD) shall be valid upto a period of 6 months from date of bid submission, further successful bidders to submit PBG for a period till the complete conclusion of the contractual obligations or as mentioned in the RFP/PO.
53			Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest	Request modification of the clause: - Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.	Clause stands as per RFP

		<p>thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.</p> <p>(v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.</p> <p>(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p> <p>(vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.</p> <p>(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to</p>	<p>(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.</p> <p>(v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest</p> <p>(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p> <p>(vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.</p> <p>(viii) To recover all sums paid in</p>
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			<p>securing the contract.</p> <p>(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.</p> <p>(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact</p>	<p>violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.</p> <p>(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.</p> <p>(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact</p>	
54	64	Clause No 8.4	<p>Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings</p>	<p>Request modification: -</p> <p>Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement <u>excluding documents related to pricing, strategy etc. of the Seller</u>, including minutes of meetings</p>	Clause stands as per RFP
55	64	Clause No 8.6	<p>The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor</p>	<p>Request Modification: -</p> <p>The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation <u>excluding documents related to pricing, strategy etc. of the BIDDER</u>. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is</p>	Clause stands as per RFP

			shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.	applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.	
56	65	Clause No 12.1	The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.	Request modification: - The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is <u>earlier</u> later . In case BIDDER is unsuccessful, this Integrity Pact <u>shall expire as soon as a bidder has been chosen to be the succesful bidder by the Buyer</u> as soon as the succesful bidder is chosen by the Buyer after six months from the date of the signing of the contract.	The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after being declared unsuccessful by the buyer.
57	65	Clause No 9	In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	Request modification: - In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including <u>excluding</u> the Books of Accounts, <u>documents related to pricing, strategy etc.</u> of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	Clause stands as per RFP

58		Savings Clause	Clause to be added This clause is not included	Vendor's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Vendor's non-performance is caused by Bank's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement	Clause stands as per RFP
59		Limitation of Liability	Clause to be added Not added in contract	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Vendor) that may arise out of or result from this Agreement. The aggregate liability of Vendor under this Agreement, shall not exceed the annualised value of the contract.	Clause stands as per RFP
60		Site Not Ready	Clause to be added Not added in contract	Bank hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Bank agrees that Vendor shall not be in any manner be liable for any delay arising out of Bank's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Contract. Further any idle time resulted due to non available of site or infrastructure or	<u>Site Not ready</u> The Vendor shall not be in any manner be liable for any delay arising out of site not ready, the vendor to take a certificate/letter in regard from the Bank.

				data, Bank shall make payment to Vendor for the same	
61		Deemed Acceptance	Clause to be added Not added in contract	Any equipment supplied or services provided by Vendor shall be deemed to have been accepted by Bank if Bank puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 10 days from the date of receipt of such equipment or delivery of the services.	Any equipment supplied or services provided by Vendor shall be deemed to have been accepted by Bank on signing of the sign off document by the Bank within 10 days from the date of completion as per the scope.
62		Termination	Not included in contract. Only buyers right to terminate included	Request curing period of 30 days Request payment due to Vendor for product already supplied and/or ordered, the delivery of which the Bank must accept and payment for services rendered and proportionately for incomplete services be made immediately on termination Request risk purchase be capped to 10% of the value of the goods/services for which there is a default	Clause stands as per RFP
63		Transfer of Ownership of goods	Clause to be added Not added in contract	To be included: "Bank to intimate its acceptance / rejection of goods immediately on delivery at its destination otherwise the same shall be deemed to have been accepted by Bank on delivery"	Any equipment supplied or services provided by Vendor shall be deemed to have been accepted by Bank on signing of the sign off document by the Bank.
64		Tax Variation Clause	Clause to be added Not added in contract	"Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new tax or reduction in rate of taxes or	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new tax or reduction

				abolition of existing taxes due to a new tax legislation or otherwise, shall be borne by the Bank/Client. An equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be."	in rate of taxes or abolition of existing taxes due to a new tax legislation or otherwise, shall be borne by the Bank.
		Broad Scope	Intending bidder shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The bidder shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties	I have visited site today to collect data for preparing the solution for the concerned tender. However, I was unable to get the installation dates and serial numbers for the devices. It will help us in judging the health and prospective end of life for the same and provide a better solution.	All the devices as mentioned in the RFP are installed in the year 2006.
65	9	4. ELIGIBILITY CRITERIA FOR THE BIDDER - SI No. 4	Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in any one scheduled commercial Bank in India/BFSI/Govt. Organization as on RFP submission date. The data centre where the BMS is being maintained should be at least of tier III standard. The area under maintenance should not be less than 1000 sq ft for any one organization.	We would request you, Kindly amend the clause as below: Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in IDC or any one scheduled commercial Bank in India/BFSI/Govt. Organization as on RFP submission date. The data-centre where the BMS is being maintained should be at least of tier III standard. The area under maintenance should not be less than 1000 sq ft for any one organisation.	The clause stands modified as Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years as data centre service providers or in any one scheduled commercial Bank in India/BFSI/Govt. Organization as on RFP submission date. The data centre where the BMS is being maintained should be at least of tier III standard. The area under maintenance should not be less than 1000 sq ft for any one organization.

66	9	5. BROAD SCOPE OF THE WORK	Bank is currently using the BMS Software Desigo Insight version 2.35 (Siemens) maintained & operated by present System Integrator (SI) since 2006. Currently following hardware & machine equipments are integrated & used with the BMS Solution:	<p>Kindly clarify on following points :</p> <p>1) All the DC equipments and BMS systems are under warranty /AMC OR it is out of AMC/warranty ? - If is under AMC please share validity period.</p> <p>2) Please share if there is any non working /faulty equipment in the DC or BMS.</p> <p>3) Any specific challenges if Bank is facing with any equipment i.e. UPS, DG, PAC, AHU, Electrical system, CCTV, or any IBMS components.</p> <p>4) Kindly share the IBMS inventory details of BMS with make & Model.</p>	<p>All the existing BMS hardware, software being used at our DC are either under warranty or AMC till 31st Dec 2016.</p> <p>The other IBMS inventory which will be part of the AMC of the selected bidder is given as clarification (As part of this pre bid response).</p>
67		General Query	Floor plan/Layout of Data Center & DR Sites	Kindly share the floor plane of DC and DR locations with inventory details.	Already shared as part of the RFP.
68	7	OBJECTIVE	UCO Bank intends to engage vendor for supply, installation and maintenance of diesel Generator (DG), UPS etc and also Maintenance & Support of the other Building Management System already installed at Bank's Data Centre – Bangalore along with services of BMS operators.	<p>As per the RFP, we understand that the Items (20 ton AC- 2nos, 7 Ton AC-2 Nos, 120 KVA UPS with battery bank to give a backup of 4 hr with full load - 2nos, 500 KVA DG with AMF - 2nos) to be supplied in DC at Bangalore and O&M is in need to take care for other BMS systems installed in the DC.</p> <p>Please share the list with make & model details for other BMS components installed in the DC which maintenance & supports to be done by Bidder.</p>	<p>The clause stands modified as</p> <p>“UCO Bank intends to engage vendor for supply, installation and maintenance of diesel Generator (DG), UPS etc and also Maintenance & Support of the other Building Management System already installed at Bank's Data Centre – Kolkata along with services of BMS operators.”</p>

69		General Query	General query on Electrical system O&M	<p>Scope for O&M of electrical system is not mentioned in the RFP. Please clarify who will take care the O&M for electrical system (Panels, DBs, Earthing and cabling system)</p> <p>"If electrical O&M is in Bidder scope, Kindly provide the Panels & Switchgears details with make and capacity".</p>	<p>The selected bidder to take care of all the operations and maintenance for electrical system (Panels, DBs, Earthing, cabling system and other electrical items which are part of the DC)</p> <p>More details given as part of the clarification. (As part of this pre bid response).</p>
70	10	Broad Scope/Sr no 2	<p>The vendor has to supply, install, integrate and maintain the following hardware for a period of 5 years (3 year warranty and 2 year AMC). As per the specification given</p> <p>New item to be procured under this RFP (Replacement of the following items): 20 ton AC- 2nos, 7 Ton AC-2 nos, 120 KVA UPS with battery bank to give a backup of 4 hr with full load - 2nos, 500 KVA DG with AMF - 2nos</p>	Kindly share the details (make & Model) of existing UPS, DG & AC which to be buyback.	Clause stands as per RFP
71	16	Uptime	The selected vendor has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.982 %	<p>All the existing infra has been already setup by Bank. If there is any design concern in existing infra then responsibility of uptime to be taken care by Bank.</p> <p>As per the RFP requirement, here no new infra setup to be setup by bidder only few equipments to be replaced and can't take the guranty of asked up time uptime (99.982) on these equipments basis.</p>	Clause stands as per RFP

72			General query on clarity of bidders scope	<p>As per the RFP, we understand that Bidders scope is limited to FMS, support & maintenance of BMS as per the inventory shared in the RFP & supply & O&M of new equipments only. If there is any change in SOW, Please give more clarity.</p> <p>No other DC equipments to be covered under the O&M beyond the RFP i.e. - Electrical system (Panels, DB, Lighting, cabling, etc.), Transformers, Servo stabilizers (if any), any auxiliary area cooling (CAC, VRF, etc.. if any), Racks & PDUs, UPS PDUs, flooring, ceiling, etc..</p>	<p>Apart from the given devices all other electrical device operation and maintenance is the responsibility of the selected bidder.</p> <p>The selected bidder to take care of all the operations and maintenance for electrical system (Panels, DBs, Earthing, cabling system and other electrical items which are part of the DC)</p>
73	10		Buy back Pricing process	Is it depreciation method? We need more details on this process.	Bank expects to get the best price.
74	11		Govt. Licensing	We request bank to facilitate Govt. Licensing part to meet all the pre-requisite.	The selected bidder to arrange all the required documents.
75			We request bank to facilitate Govt. Licensing part to meet all the pre-requisite.	As new equipments with higher capacity are being procured. Hope Bank is taking care of additional Power and Space availability.	Bidders need to do a site visit and ascertain the same.
76	12		No Down time allowed	Bidder submits that as there is no downtime allowed, there will be a Risk of single power operation to be admissible.	Bank to have a discussion with the selected bidder at the time of implementation.
77	12		End of Support Product	Can the EOS Product be replaced?	Yes, The selected bidder to replace EOS product if any.
78	37		1 senior and 1 supporting BMS Engineers mentioned	Apart from BMS engineering, The bidder should also deploy engineers for electrical and Mechanical devices.	The BMS team should be capable to handle basic electrical and Mechanical devices failures apart from the regular BMS operations as given in the SCOPE.
79	14		Physical security	Should bidder also deploy Additional staff for the same?	No physical security required for data centre.
80	17		Penalty on TCO	Bidders request, Penalty should we	

				calculated on quarterly payment.	Clause stands as per RFP
81	19		16 weeks time frame	As it is retrofit work, extension due to dependency would be allowed or not?	Clause stands as per RFP
82			Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in any one scheduled commercial Bank in India/BFSI/Govt. Organization as on RFP submission date. The data centre where the BMS is being maintained should be at least of tier III standard. The area under maintenance should not be less than 1000 sq ft for any one organization.	International experiences to be consider.	Clause stands as per RFP
83			The bidder should have support centre at Kolkata to support all the devices given/procured as part of this RFP	The equipment that will be supplied as a part of the project delivery will be with onsite support, hence the concept of having service centre is not much relevant	The selected bidder to have a back-to-back agreement with the device provider so as to ensure an uptime of 99.982%. Also the selected bidder should have a back-to-back agreement with the OEM of the BMS hardware which they will be taking/providing as part of the contract.
84			The bidder should have support centre at Kolkata to support all the devices given/procured as part of this RFP	The equipment that will be supplied as a part of the project delivery will be with onsite support, hence the concept of having service centre is not much relevant	The selected bidder to have a back-to-back agreement with the device provider so as to ensure an uptime of 99.982%. Also the selected bidder should have a back-to-back agreement with the OEM of the BMS hardware which they will be taking/providing as part of the contract.
85	Pg-10,	Clause - 'Broad	The vendor has to supply, install,	Buyback for the following existing	Interested bidders can have

		Scope' - (2)	integrate and maintain the following hardware for a period of 5 years (3 year warranty and 2 year AMC). As per the specification given.	items - 20 ton AC (02 Nos), 7 ton AC (02 Nos), 120 KVA UPS with battery bank (02 Nos) & 500 KVA DG with AMF (02Nos) would require assessment of the condition of these equipments and subject to buyback by the respective OEM's. We need to check that the site has enough space for the up-gradation Kindly confirm.	a site visit.
86	Pg-11,	Clause – (4)	Intending bidder shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish.	We need to visit the site before bidding. Please confirm the date and time for the site visit.	Interested bidders can have a site visit.
87	Pg-12,	Clause – (14)	The selected bidder to ensure that there is no downtime during the installation of the new UPS, DG and PAC supplied as part of this RFP.	This may not be possible. Kindly share the floor layout and SLD for the existing system.	Please refer the site plan given as annexure of this pre bid reply.
88	Pg-12,	Clause - (7)	FM-200 gas suppression has to be refilled by the vendor whenever required. Hence, the vendor has to make yearly provision for the contract period, however payment will be made whenever the refill is done.	We understand that UCO Bank would pay for the charges of FM 200 gas refilling, whenever it is required, at the then prevailing market rates. Kindly confirm if this understanding is correct.	FM 200 will be taken as per the rate finalized as part of the RFP. Price for 50 kg of FM gas along with other charges for refilling (transporting etc) to be quoted in the commercial BOM.
89	Pg-12,	Clause - (8)	If due to any regulatory/legal guidelines vendor is unable to fill the gas then the vendor has to make provision for replacing the same with an equivalent product which is compliant to	FM 200 is being replaced by NOVEC 1230, which is a better clean agent owing to its environmental properties. However, replacing an FM 200 system with NOVEC 1230 would require bringing in change in	The selected bidder to continue with the existing FM 200 during the next 3 years until and unless there is regulatory guidelines.

			prevailing regulatory/legal guidelines. If any structural changes are required for replacing the same, provision has to be made as part of this RFP.	the structural installation of the system. This would require additional implementation time of atleast two (02) weeks. Kindly confirm if this time is granted.	The selected bidder to maintain the existing FM 200 for the tenure of the contract. (3 years)
90				The old FM 200 system hardware cannot be bought back. These would be handed over to UCO Bank. Kindly confirm if this is OK.	<p>The selected bidder to continue with the existing FM 200 during the next 3 years until and unless there is regulatory guidelines.</p> <p>The selected bidder to maintain the existing FM 200 for the tenure of the contract. (3 years)</p>
91	Pg-12,	Clause - 'Existing BMS' - (3)	If the selected vendor requires up-gradation in the current BMS Monitoring Software then the Up-gradation cost should be taken care by the selected bidder and the price should be quoted in the RFP.	Kindly confirm if the existing BMS is properly integrated and fully functional. We would request for a site assessment to inspect the functionality of the installed BMS software along with all related integrations. If something is found not working, we would propose such faults to be rectified and made operational before we take up maintenance of the same. All faulty hardware, if any, have to be replaced by the existing SI before the commencement of work under this RFP. Kindly confirm.	<p>Site visit requests may be sent to bank by mail.</p> <p>Presently all the BMS is properly integrated and fully functional.</p>
92	Pg-16,	Clause - 9. Uptime	The selected vendor has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.982 %	Equipments and system supplied and installed under this RFP can be maintained at the desired uptime. However, this is subject to availability of utility power. Secondary power (DG source) would have its own operational limitations which would be closely linked with availability of sufficient fuel storage.	Clause stands as per RFP

				<p>We would therefore suggest to amend the clause as follows -</p> <p>"The selected vendor has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.97 %, subject to availability of necessary and sufficient utility or secondary power for the datacenter facility."</p>	
93	Pg-17,	Clause - 10- Service Levels Definitions for BMS Facilities	<p>Critical Access controls , DG, UPS supply , Precision Air conditioning, Fire Detection System, Water detection systems, Humidity Controllers, Gen-sets, Building Management Systems, LAN cabling , Power, Hardware, Software.</p> <p>Resolution Time - Within 10 minutes</p>	<p>Resolution time of 'within 10 minutes' is too low. If for example, there is a fault in a running DG or UPS, the said unit has to be shut down and then re-started to diagnose and rectify the fault. In some cases, we may have to isolate the system too. All these would require approx 30 to 60 minutes at the minimum. We would therefore request the clause to be amended as follows -</p> <p>First Response Time - Within 15 minutes ; Fault Resolution Time - Within 60 minutes, for Level -1 & 2 calls; - Within 48 Hrs for L3 calls, which would perhaps require a major component replacement or system over hauling.</p>	Clause stands as per RFP
94			<p>Key All other environmental infrastructure being a part of RFP solution and not considered as critical.</p>	<p>Similar to the reasons, as stated above, We would therefore request the clause to be amended as follows -</p> <p>First Response Time - Within 30</p>	Clause stands as per RFP

				<p>minutes ;</p> <p>Fault Resolution Time - Within 120 minutes, for Level -1 & 2 calls;</p> <p>- Within 72 Hrs for L3 calls,</p> <p>which would perhaps require a major component replacement or system over hauling.</p>	
95	Pg-17,	Clause - 10.1.2 Performance Measurements	<p>Each planned down - time for servicing (up gradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the Bank. Expected Service Level - 99.982%</p>	<p>Even by considering planned facilities downtime of 04 Hrs for SLA measurement, we are contradicting the annual availability of 1.6 Hrs @ 99.982%.</p> <p>The annual facility availability and allowable downtime should therefore be amended as 99.7% and 26 Hrs, respectively.</p> <p>SLA compliances and Penalty, as listed out in Pg-18, should also be amended.</p> <p>Kindly amend the clauses accordingly.</p>	Clause stands as per RFP
96	Pg-19,	Clause 10.3.2.1 -	<p>Payment terms for New Hardware (DG, AC, UPS)</p>	<p>80% of the delivered hardware cost would be payable on successful installation, commissioning of the hardware and successful integration as per the scope of the RFP or on completion of three months from the date of placing the order whichever is later.</p> <p>Ø Balance 20% will be paid after 3 months of successful service from the acceptance date of hardware/ software.</p>	Clause stands as per RFP

97	Pg-22,	Clause Evaluation -	Response except 'Y' or 'N' is not acceptable. If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. N.	We suggest that the compliance should be marked as either 'Yes' or 'No' rather than using 'Y' or 'N' which are actually undefined abbreviations. Kindly confirm.	Response except 'Yes' or 'No' is not acceptable. If any bidder provides response other than 'Yes' or 'No' the same will be treated as Not Available.
98	Pg-23,	Clause Normalization of Bids -	The Bank may go through a process of technical evaluation and normalization of the bids agree to the process and conditions of the normalization process.	Request for Normalisation of bids through incremental or revised submission of technical bids be done without opening the financial bid. In such cases, the old financial bid should be returned, in sealed condition. This is necessary to maintain confidentiality of the bids. Request to kindly amend the clause accordingly.	In addition to clause 25, NORMALISATION OF BIDS. If bids are Normalised through incremental or revised submission of technical bids, this will be done without opening the financial bid. In such cases, the old financial bid will be in sealed condition.
99	Pg-44,	Clause TECHNICAL SPECIFICATION FOR 120 KVA UPS -	Battery Requirements: Battery Bank should be designed to provide 4 hours back up at full load on each UPS.	We need to cross check if there is enough space for 4 hr. battery back- up arrangements Kindly confirm the site visit.	120 KVA UPS with battery bank to give a backup of 30 Minutes with full load.
100	Page No.23, 26.	ORDER CANCELLATION (TERMINATION)		Request Bank to add the below two points: - UCO Bank to give "30 days" advance written notice. - "The Selected Bidder may terminate this Agreement upon written notice to the Bank if the Bank commits a default or material breach under this Agreement and does not remedy the default or material breach within 30 days of notice from Selected Bidder.	In addition to clause 26, Order Cancellation The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving thirty (30) days prior written notice to the Selected bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if: • The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not

					cured within 30 days from the date of notice.
101			General Query	<p>Request Bank to add the below Limitation of Liability Clause:</p> <p>Notwithstanding the other provisions of this Agreement, in no event shall the CMS IT be liable to UCO Bank for an amount in excess of the total value of the contract. Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising.</p>	Incorporated in the Pre bid response
102	Page No.55,	Proforma Deed for of Indemnity		Kindly add the below point: The Obligator shall indemnify the Vendor only for the "Direct" loss, claims, losses, etc., caused due to the acts and omissions of the Vendor	Please refer the indemnity clause as mentioned in the reply to the pre bid query.
103	Page 9, 4.	ELIGIBILITY CRITERIA FOR THE BIDDER, Sl. No. 4	Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in any one scheduled commercial Bank in India/BFSI/Govt. Organization as on RFP submission date. The data centre where the BMS is being maintained should be at least of tier III standard. The area under maintenance should not be less than 1000 sq ft for any one organisation.	<p>Request Bank to change the clause as below:</p> <p>- Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for atleast last 5 years in any one scheduled commercial Bank in India/BFSI/Govt. Organisation as on RFP submission date. The data centre where the BMS is being maintained should be at least of tier II / tier III standard. The area under maintenance should not be less than 1000 sq ft for any one organisation.</p>	<p>The clause stands modified as</p> <p>Bidder should be successfully operating & maintaining the BMS Solution (similar in scope) for at least last 5 years as data centre service providers or in any one scheduled commercial Bank in India/BFSI/Govt. Organization as on RFP submission date. The data centre where the BMS is being maintained</p>

					should be at least of tier III standard. The area under maintenance should not be less than 1000 sq ft for any one organization.
104	Pg-11,	Clause – (4)	Intending bidder shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish.	<p>After the site inspection we have concluded the following observations:</p> <ol style="list-style-type: none"> 1. After the site inspection we have concluded the following observations: The space required for the DG Sets will increase (Approx 2 Meter in length). After installing the 500 KVA DG which will affect the parking area. Please confirm if this can be done, or if any other space can be allotted. 2. Please confirm if the main raw power supply in the ground floor is capable of supplying minimum 320 AMP 415 V3 ph current. 3. We will need to change the MCCB ratings of LT panel, rack DB incomer, AMF panel When this shall be executed. We may need some downtime to complete the work. Please confirm. 	<p>We will be allotting the space for installing the new DG.</p> <p>To be confirmed</p> <p>Regarding Downtime for installation of the electrical devices, bank will discuss with the selected bidder.</p>

		Scope	New item to be procured under this RFP (Replacement of the following items)	20 Ton AC and 7 Ton AC: While the Machines can be removed is it possible to do the fresh piping of these Machines if required by OEM.	If required the same has to be done and the bidder will borne the cost.
		Scope		120 KVA UPS with Battery Back Up of 4 Hours: The Industry Standard is 15 or 30 Minutes Battery Back up as the DG Back up is also available. Please confirm if sufficient area can be provided for keeping Batteries for 4 Hours We also need to know the Battery Makes.	120 KVA UPS with battery bank to give a backup of 30 Min with full load.
				500 KVA DG with AMF: Please clarify why 500 KVA DG is required ? ✓ The Location of DG needs to be confirmed by Bank to work out the Low Side Works and Platform required for the same. ✓ DG Buy Back is not possible as no DG OEM will agree to the same. Please Clarify. ✓ DG Make needs to be provided.	✓ The DG should be of 500 KVA, The DG will be used for the existing datacentre, Further this DG will be used by another datacentre Bank is planning for its ancillary applications. ✓ DG will be on buyback only. ✓ The Existing DG make is from Cummins. The New DG MAKE OF MATERIALS 1. Alternator : Kirloskar / Stamford /Catterpillar 2. Engine : Cummins / Catterpillar / Kirloskar Greens / Greaves Cotton

				<p>Electrical Works:</p> <ul style="list-style-type: none"> ✓ Please confirm if we need to do any Electrical Works in the Main Electrical Panel and Cabling for New DG. ✓ As the UPS Rating is changing from 80 KVA to 120 KVA do we need to do any changes in the Existing Electrical Scheme? 	<p>The required electrical work for installing the new DG will be responsibility of the selected bidder and further in future if the new data centre is built then the selected bidder to help the bank/vendor in integrating the DG. The DG should support 4 UPS at a time.</p> <p>Any change required has to be done by the selected bidder.</p>
				<p>Interior Works:</p> <ul style="list-style-type: none"> ✓ Do we need to do any Interior Works inside the DC ? 	<p>The perforated floor tiles are to be changed with the latest type of tiles. (10 numbers). Price for the same to be quoted.</p>
			<p>Permits and licenses for the release of materials or its purchases which are under Government control will be arranged by the selected vendor. It may be clearly understood that no compensation or additional charges can be claimed by the selected bidder for non-availability of such materials in due time on this account or according to his own requirements.</p>	<p>We need to know which are these Permits and Licenses. We would request Bank to take care of the same as this is an Existing Building.</p>	<p>Clause is self-explanatory</p>
			<p>UPTIME : The selected vendor has to ensure that all the devices (existing/procured under this RFP) should have an uptime of 99.982 %</p>	<p>Please clarify whether the current DC is as per TIER # 3 Standards as the uptime expected is 99.982%. As per TIER # 3 Standards we need to have 2 Different Power Inputs to the DC else we cannot adhere to this type of UPTIME.</p>	<p>Uptime of 99.982 has to be maintained.</p>

			Time Frame of 16 Weeks	We need to have at least 20 Weeks. Please confirm	The selected bidder to continue the BMS activities with the existing devices immediately. For the new devices bank will be giving 8 weeks for delivery and 4 week for installation, total 12 weeks. Separate purchase orders will be placed for AC, DG and UPS hence price to be kept valid for 3 years.
			CONTROL SHEET TABLE- Last Date and Time for receipt of tender bids	This is one the complex tender and we request you to give us sufficient time in order to prepare a comprehensive and exhaustive proposal. We request you to extend the last date of submission to 18th October 2016.	Last Date and Time for receipt of tender bids is extended up to 18th October 2016.

Clarifications

➤ Clause 2 Objective

UCO Bank intends to engage vendor for supply, installation and maintenance of diesel Generator (DG), UPS etc and also Maintenance & Support of the other Building Management System already installed at Bank's **Kolkata Data Centre** along with services of BMS operators for a period of 3 years. The selected vendor is required to provide support & maintenance support services to Bank's for various equipments installed & integrated with Bank's Building Management System (BMS). The bidder needs to provide the facility managers / BMS Operators to monitor the health & alerts of the equipments installed within the Data Centre to control & protect the Data Centre Area.

➤ Change in scope:

The selected bidder to continue the facility management of the BMS with the existing devices immediately. For the new devices bank will be placing separate orders for which price should be kept valid for 3 years. For these new devices bank will be giving 8 weeks for delivery and 4 week for installation, total 12 weeks. The bidders have to quote for the devices with one year warranty further with 1 year AMC.

- Multiple purchase orders will be placed and the 10% of the PO amount to be given as BG for a period equivalent to the warranty/AMC/contract period mentioned in the concerned purchase order.

UPS

- UPS to be provided with 30 min backup.

- Battery to be procured as part of the RFP should be of the following make only (AMAR RAJA, EXIDE, AMRON, PANASONIC, Rocket (Not china made))

DG

The DG will be connected to 4 UPS, 2 as part of this tender and 2 more in future, the selected vendor to help the integration of the 2 UPS in future.

MAF

Manufacturers Authorization Form (MAF): Vendor should give MAF from the OEMs of the devices (DG, UPS, AC) in the attached format.

- **Detailed BMS hardware which will be under AMC is as follows:**

Sl no	Description of items	Make	Model no	Serial no	Location	Capacity	Remarks
1	Air Handling unit-1	Blue Star	DPA661S	DPA661S060001	UPS Room	5.5 TR	UPS-1
2	Air Handling unit-2	Blue Star	DPA661S	DPA661S060002	UPS Room	5.5 TR	UPS-2
3	Comfort AC	Blue Star	DSA361IB	DSA361IC050520	Lobby	3TR	Lobby-1
4	Comfort AC	Blue Star	DSA361IB	DSA361IC050532	Lobby	3TR	Lobby-2
5	Comfort AC	Blue Star	DSA361IB	DSA361IC050533	BMS Room	3TR	BMS – 1
6	Comfort AC	Blue Star	DSA361IB	DSA361IC050514	BMS Room	3TR	BMS – 2
7	Precision AC	Emersion	PEX - 270FA100	` 061840270107	Server Room	20TR	PAC - 1
8	Precision AC	Emersion	PEX - 270FA100	` 061840270106	Server Room	20TR	PAC - 2
9	Precision AC	Emersion	PEX - 125FA100	` 061840125114	Network Room	7TR	PAC - 3
10	Precision AC	Emersion	PEX - 125FA100	`061640125111	Network Room	7TR	PAC - 4
11	DG - set -1	Cummins	CJ160D5P	CJS - 06050376	Ground Floor	160KVA	
	Engine			25753007			
	Alternator		UC2744F1	` 06033413			
	AMF-Panel						1 no
12	DG - set -2	Cummins	CJ160D5P	CJS - 06050377	Ground Floor	160KVA	
	Engine			25753095			
	Alternator		UC2744F1	` 06032691			
	AMF-Panel						1 no
13	UPS - 1.	MGE (SCHNEIDER)		94QG15006		80KVA	
14	UPS - 2.	MGE (SCHNEIDER)		94QG15005		80KVA	
15	INSTA Switch	DB Power		IS06127	Network Room	6KVA	
				IS06132	Network Room	6KVA	
				IS06142	UPS Room	6KVA	
				IS06148	UPS Room	6KVA	
16	Changeover panel				6th Floor outside DC		
17	Main Panel				6th Floor Inside UPS Room		
18	DB Panel				6th floor inside & Outside		

					DC		
19	Jakson BMS DG monitoring Panel with 1000VA UPS				GND Floor		

SI no	Description of items	Make	Model no	Place	Capacity	Quantity	Vendor
1	4x18 watt Decorative tube light fittings (86)	Philips	TBS 369/418 HF D6	UPS room		8	
				Network room		9	
				Server room		12	
2	2x PL-L36 watt decorative light fittings (86)	Philips	FBS 470/236D6HF	BMS room		2	
3	1X PL- 18 watt recessed light fittings (86)	Philips	FBH 145 / 118L	Lobby		9	
				Lobby (fire control panel)		3	
				Lobby(BMS)		6	
				Lobby (Store)		2	
	12Volt 50watt Halogen Lamp .	Philips		Lobby		3	
	40 watt tube light fittings	Philips		Store		1	
4	2x40 watt tube light fittings	Philips	TKC 22/ 236 HPF	AHU room		2	
5	UPS Room						
a)	MCB DB with 63Amps DP Isolator.(emergency power)	Legrand		UPS room	63Amps (DP)	1	
	32 Amps SP MCB				32 Amps(SP)		
	20 Amps SP MCB	Legrand			20Amps(SP)	15 (4 nos spare)	
	16 Amps SP MCB	Legrand			16Amps (SP)	5 (2 nos spare)	
	6 Amps SP MCB	Legrand			6 Amps (SP)	18 (9nos spare)	
b)	MCB DB with 40Amps DP Isolator.(Lighting)	Legrand			40 Amps	1	
	20 Amps SP MCB	Legrand			20 Amps(SP)	12	
	6 Amps SP MCB	Legrand			6 Amps (SP)	11	
c)	MCB DB with 125 Amps TP&N Isolator (Blue Star)	Legrand			125 Amps (TP&N)	1	
	63 Amps TP isolator	Legrand			32 Amps TP	2	
	32 Amps SP MCB	Legrand			32 Amps SP	3	
	25 Amps SP MCB	Legrand			25 Amps SP	2	

d)	Electrical Panel Including following switches.			UPS room		1	
	a) 250 Amps MCCB				250 Amps	1	
	b) 125 Amps MCCB				125 Amps	2	
	b) 100 Amps MCCB				100 Amps	2	
	b) 63 Amps MCCB				63 Amps.	3	
	b) 40 Amps MCCB				40 Amps.	3	
6	Network Room						
	MCB DB with 125 Amps TP Isolator.	Legrand		Network Room	125 Amps (TP)	1	
	25 Amp TP Isolator	Legrand			25 Amps (TP)	2	
	20 Amp TP Isolator	Legrand			20 Amps (TP)	2	
7	Server Room						
a)	MCB DB - 1. with 100 Amps TP&N Isolator.	Legrand		Server Room	100 Amps (TP)	1	
	32 Amps SP MCB	Legrand			32 Amps SP	26 (2 nos spare)	
b)	MCB DB - 1. with 100 Amps TP&N Isolator.	Legrand			100 Amps (TP)	1	
	32 Amps SP MCB	Legrand			32 Amps SP	24 (2 nos spare)	
c)	MCB DB with 63Amps TP Isolator.	Legrand			63 Amps TP	1	
	MCB DB with 63Amps TP Isolator.	Legrand			63 Amps TP	4	
8	B.M.S Room						
a)	MCB DB with 63Amps TP Isolator.	Legrand		B.M.S Room	63 Amps TP	1	
	MCB DB with 63Amps TP Isolator.	Legrand			63 Amps TP	4	
Fire Detector-(Smoke-40 & Heat-2,Manual call point-3,Hooter-6,Control module-10,Fault isolator modules-3,Monitor module-4							Siemens
1				UPS ROOM			
	Smoke Detector	Siemens		True Ceiling 2		6	
				False Ceiling 2			
				False Floor 2			
	Heat Detector					2	

			AHU Room		1	
		NETWORK ROOM				
	Smoke Detector		True ceiling 2		6	
			False Ceiling 2			
			False Floor 2			
	FIU (Fault isolator unit)		1			
	Smoke Detector		Server Room		12	
			True ceiling 4			
			False Ceiling 4			
			False Floor 4			
	FIU (Fault isolator unit)		1			
	CM-Control module)		1			
			BMS Room			
	Smoke Detector		True Ceiling 1		2	
			False Ceiling 1			
	Control Module (CM)		1			
			BMS Entry			
	Smoke Detector		True Ceiling 2		4	
			False Ceiling 2			
	CM		2			
			Corridor			
	Smoke Detector		True ceiling 3		9	
			False Ceiling 3			
			False Floor 3			
	CM		4			
	MM		4			
	Vesda	Siemens	Server Room		1	Siemens
	Automatic fire detection system					Siemens

Single Reader Interface(SRI) - List (Access)

	SERVER ROOM IN SRI - 1			Server Room		
	OUT SRI - 2					
	CORRIDOR IN SRI - 3					

	OUT SRI- 4						
	MAIN ENTRANCE IN SRI - 5.						
	OUT SRI- 6						
	BMS ROOM IN - 7						
	OUT - 8						
	NET WORK ROOM IN SRI – 1			UPS ROOM			
	OUT SRI -2						
	UPS ROOM IN SRI - 3						
	OUT SRI - 4						

			CCTV – POWER UNIT				Siemens
	POWER UNIT 1. CCTV PORT 3.5.7.						
	POWER UNIT 2. CCTV PORT 6.8.9.10						
	POWER UNIT 3. CCTV PORT 1.2.4.11.12						
	Camera (Indoor-13,Out door-2)	Siemens				15	
	DVR					1	
	Ultrasonic pest repeller system	Maser	VHFO			4	
	Satellite					48	
			Fire Extinguishers				Siemens
1	BC Type CO2 fire extinguisher			BMS	4.5 KG	1	
2	BC Type CO2 fire extinguisher			Infront of BMS,UPS	4.5KG	2	
3	ABC Type CO2 fire extinguisher (Clean agent)			Network& Server	4KG	2	
	FM-200 (Server room)	67.5 Liter capacity Filled with 40.5 kg			67.5 Liter capacity Filled with 40.5 kg	2	
	FM-200 (Network room)	67.5 Liter capacity Filled with 49 kg			67.5 Liter capacity Filled with 49 kg	1	
	FM-200 (UPS room)	67.5 Liter capacity Filled with 54 kg			67.5 Liter capacity Filled with 54 kg	1	

New clauses has been included in the RFP.

1. Indemnity

Vendor 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 (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., 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, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) 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. 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:

- Non-compliance of the vendor with Laws / Governmental
- Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and
- agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

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.

The vendor shall not indemnify the Bank for

- I. Any loss of profits, revenue, contracts, or anticipated savings or
- II. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

2. Limitation of Liability

Service provider's aggregate liability under this Agreement regardless of the form or nature of action giving rise to such liability (whether in contract, tort or otherwise) shall be at actual and limited to the total value of the Agreement. Service Provider's liability in case of third party claims against the Bank resulting from Wilful Misconduct or Gross Negligence of the Service Provider, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited. "Wilful Misconduct" means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form. "Gross Negligence" means a serious disregard to an obvious risk.

In no event will either party be liable for any incidental, indirect, special or consequential costs or damages; downtime costs; lost business, revenues, goodwill or profits; failure to realize expected savings; loss or unavailability of or damage to data; or software restoration, even if such party has been advised of the possibility of such damages.

Service provider will not be liable for any breach, which is caused by or otherwise attributable to any act or omission on part of Bank or third parties authorized by the Bank, or on account of any force majeure event. In such event where the bank fails to perform its obligations, the Service Provider be (i) relieved from its own performance obligations (ii) reimbursed for any costs incurred and (iii) paid for service performed due to Bank's failures or delays.

In the event of material non-performance of obligation or failure to meet terms of this Agreement the Bank shall be entitled to invoke the performance guarantee without further notice or right of demur to this Service provider upon expiry of reasonable cure period mentioned. Bank will however notify the service provider upon any non-performance of obligation or failure to meet terms and require the service Provider to cure the same within 30 days. Any amount pending for payment due to non-achieving of milestones set under the Agreement for any other reason solely attributable to the Service Provider should be included in the remaining amount of the contract value. The guarantee should be of that of a Scheduled bank only.

3. Termination for default

Each party ("Non-defaulting Party") will be entitled to terminate this Agreement and/or the relevant SOW, if the other party ("Defaulting Party") breaches any of its material obligations, including payment obligations, set forth in this Agreement.

4. Acceptance of deliverables

Service provider will provide notice to Bank when deliverables are ready for acceptance. Acceptance of Deliverables will occur upon the date Service Provider demonstrates to Bank by the successful completion of acceptance tests that the deliverables substantiality confirm to the acceptance criteria as agreed between Bank and Service Provider.

Format for Bid Security (EMD)

To,

The Deputy General Manager,
IT, BPR & BTD
UCO BANK, Department of Information Technology,
5th Floor, 3 & 4 DD Block,
Sector-I, Salt Lake,
Kolkata – 700064

Dear Sir,

In response to your invitation to respond to your RFP for Maintenance & Support of Building Management System as per requirement of the Bank. M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Maintenance & Support of Building Management System at the Bank's Data Center, Kolkata and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs.....Lacs (RupeesLacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Ten Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs **Lacs** (Rupees Lacs Only).
2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

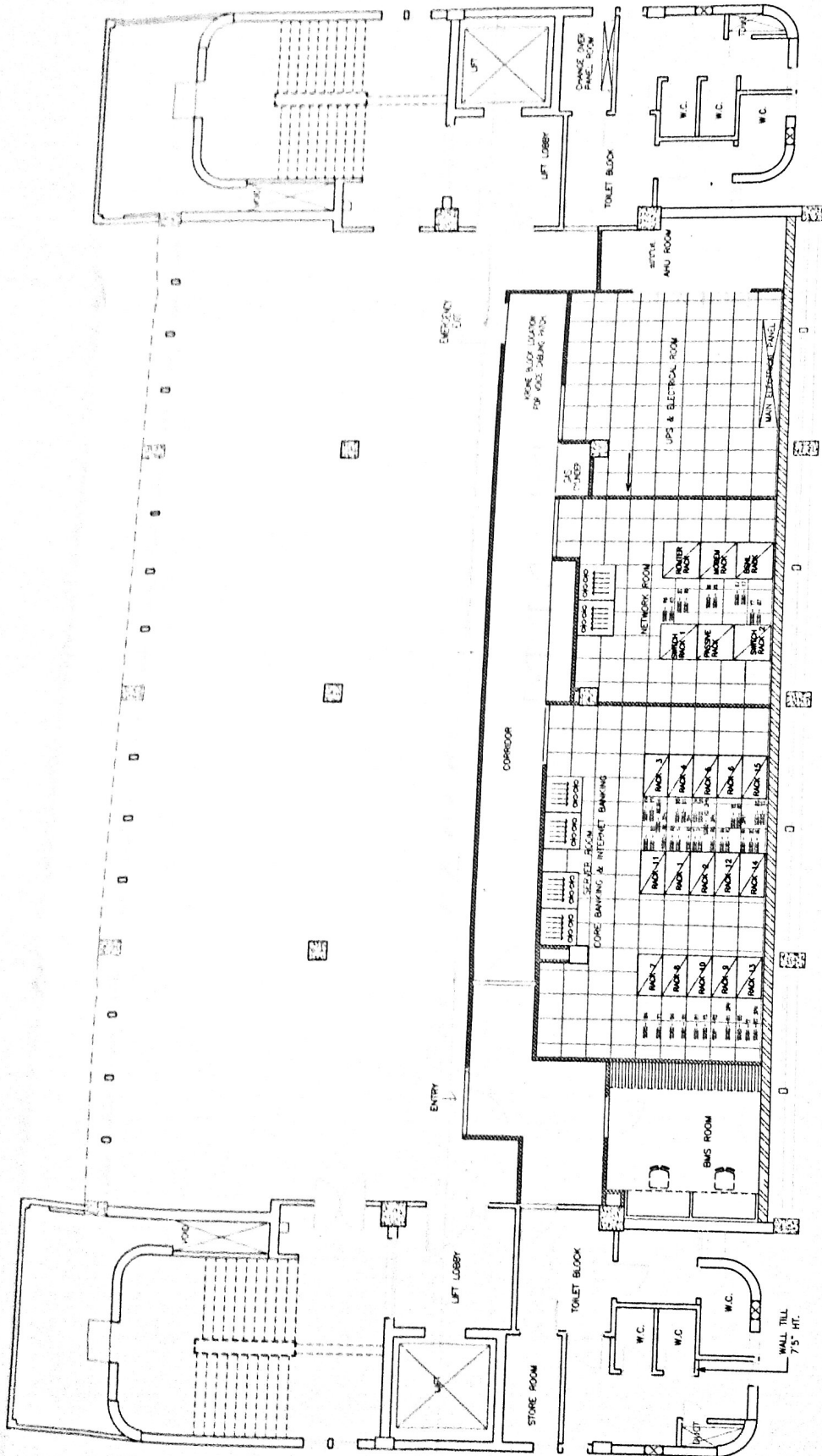
Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation



AS BUILT DRAWING



ELECTRICAL CONTRACTORS:
ZENER ELECTRIC COMPANY
 20 / 1st Floor, Intermediate Ring Road
 Koramangala,
 Bangalore - 560047
 Telephone no : 080-41501628/29
 Email: zenerelectric@hotmail.com

DESCRIPTION	TITLE : SERVER SOCKET LAYOUT	DRAWING NO : ELE/04	DATE	24/8/06	ELECTRICAL CONTRACTORS:
AS BUILT DRAWING	CLIENT : HEWLETT PACKARD INDIA SALE PVT LTD.	ARCHITECT : MODARCH CONSULTANTS CHENNAI (P) LTD. 3, Bala Park Road, 1st Floor, Chennai - 600 004	SCALE	N.T.S.	
ENTRANCE FOR UCO BANK LAKE CITY KOLKATA	PROJECT : UCO BANK DATA CENTRE, AT KOLKATA	CONSULTANT : CLAUDE FERNANDES ELECTRICAL CONSULTANT SAHAGPUR (M) MAHARASHTRA - 44	DRN.	K.V	
			CHK.	MJD	