

UCO BANK

Department of Information Technology

<u>Request for Proposal (RFP) For Supply, Installation, Integration and Maintenance of Solar Powered VSAT Network system for</u> <u>Banks Kiosk/Fixed Customer Service Points(CSP) RFP REF NO: UCO/DIT/VSAT/279/2016-17 Due Date: 23/05/2016 Pre-Bid</u> <u>Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's</u>

| SL. | Pg No / | Terms & Conditions as per | Queries/Suggestions by the | Bank's Response (s) |
|-----|-----------------------|---|---|---------------------------|
| No. | Clause No | RFP | Bidder (s) | |
| 1 | Page No- 29-30/5.7 | 5.7.2 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid. 5.7.3 The bidder shall keep the price valid for a period of one year from the date of submission of bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users | Request adjustment of price due to dollar fluctuation greater than /less than 5%. In case dollar depreciates the benefit will be passed by bidder to the bank, in case of appreciation the INR price will be increased to the level of change in dollar | Clause stands as per RFP. |

| 3 | Page No- 31/5.11 | Penalty Charge per VSAT In ` >= 99.5 0 >=99 to <99.5 2000 >= 98 to <99 3000 >=97 to <98 4000 <97 10000 | Request you to change the Penalty Charge per VSAT to: >= 99.5 0 >=99 to <99.5 1000 >= 98 to <99 1500 >=97 to <98 2000 <97 5000 | The clause stand modified as Penalty Charge per VSAT to: >= 99.5 0 >=99 to <99.5 1000 >= 98 to <99 1500 >=97 to <98 2000 <97 5000 |
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| 4 | Page No-9- 12/1.3 | At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available in the Bank"s website and the amendments shall be binding by the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders. 1.3.3 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidder | Request bank to provide rights of refusal to terms. Also bidder's EMD to be returned in case bidder wishes to withdraw bid due to any unfavorable term. | Clause stands as per RFP. |
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| 5 | Page No-25- 26 | 4.16 The Bank reserves the right to alter the number of VSATs specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order in a phased manner at L1 cost during the price validity period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the VSATs as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected bidder(s). | 4.1 The solar powered VSAT equipment along with all necessary devices, as per technical specification, should be supplied, installed and commissioned at 300 BC / CSP sites specified by the Bank. However the numbers may vary as per the actual requirement of the Bank within a range of ± 25%. | Clause stands as per RFP. |

| 6 | Page No-9- 12/1.3 | 1.3.10 The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software | Request bank also to consider upward revision of prices in international market | Clause stands as per RFP. |
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| 7 | Page No- 16/1.23 | The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total cost of the project value. | Request modification as follows:- The bidder shall indemnify the Bank and be liable for any direct loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total cost of the project value. Antivirus and not rest of the components mentioned. | Clause stands as per RFP. |

| 8 | Page No- 18/1.27 | 1.27.1 The bank reserves the right to cancel the contract placed on the selected bidder by providing 3 months" notice and recover expenditure incurred by the Bank on the following circumstances: Bank reserves the right to make changes (modify/delete) to the sites and the same will be binding on the Company. In case of any changes in bank"s business plan, bank may terminate any part or entire services to be rendered by the Company giving a notice period of three months. The selected bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation voluntarily or otherwise. An attachment is levied or continues to be levied for a period of the order accepted, made by the selected bidder is found to be unsatisfactory. If deductions on account of liquidated Damages/penalty charges exceeds more than 10% of the total contract price. | Request modification as follows: - 1.27 Termination of the Contract & Compensation 1.27.1 The bank reserves the right to cancel the contract placed on the selected bidder by providing 3 months" notice and recover expenditure incurred by the Bank on the following circumstances : Bank reserves the right to make changes (modify/delete) to the sites and the same will be binding on the Company. In case of any changes in bank"s business plan, bank may terminate any part or entire services to be rendered by the Company giving a notice period of three months. The selected bidder commits a breach of any of the terms and conditions of the bid. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid. The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory. If deductions on account of liquidated | Clause stands as per RFP. |
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| 9 | Page No- 18/1.27 | 1.27.2 In case the selected bidder fails to deliver the VSAT equipment as per the order which will be placed to them on time to time, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder. | Request deletion of this clause as LD is already applicable | Clause stands as per RFP. |
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| 10 | Page No- 18/1.27 | 1.27.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract execution by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. | Request deletion of this clause as LD is already applicable | Clause stands as per RFP. |
| 11 | Page No-25- 26 | 4.11 The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 8 weeks of placement of purchase order for the same. | Request timeline to be 16 weeks from date of PO | The clause stand modified as 4.11 The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 12 weeks of placement of purchase order for the same. |

| | | | | The clause stand modified as 5.4.1 In case the delivery & |
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| 12 | Page No- 28/5.4 | 5.4.1 In case the delivery & installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late Delivery & Installation; of one half of one percent (0.5%) of the order value for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount. | Request LD penalty to be considered at 0.1% of the value undelivered portion of the Order | installation is delayed beyond the scheduled time from the effective date, "Liquidated Damage for Late Delivery & Installation; of one half of one percent (0.5%) of the order value for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount and 1% for the non defined each item |

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| 13 | Page No- 31/5.10 | 5.10 Acceptance by the Bank 5.10.1 The Bank will accept the VSAT Equipment on successful completion of acceptance test after the equipment is installed at the site. Unsatisfactory performance of equipment may result in the Bank's rejection of entire order. 5.10.2 The Acceptance Test shall be as per the comprehensive "Acceptance Test Plan" document to be prepared jointly by the bidder and the Bank which shall contain various tests to be performed for acceptance of the solution offered by the bidder. 5.10.3 On the evaluation of the Acceptance Test results and if required in view of the performance of the solution, as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of the solution or of any component there under, including replacement thereof, at no additional cost to the Bank, to ensure that the solution meets the requirements of the Bank as envisaged in the Tender | Request acceptance to be held site wise and payment to be made as per terms for every site successfully delivered and accepted by Bank | Clause stands as per RFP. |
| 14 | Page No-6 | Bid Submission | Request Bank to Extend the Bid Submission date by 15 days. | Clause stands as per RFP. |
| 15 | | Ordering Process | Request bank to split the order on two entities. All hardware order on a 100% subsidiary of the parent company. Bandwidth order on the Parent Company in whose name VSAT license is valid. | Clause stands as per RFP. |

| 16 | | Location List | Request bank ot provide location address along with contact person for any feasibility job to be done. | Location list is already provided. Contact details will be shared with selected bidder. |
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| 17 | | Limitation of Liability | Please add Limitation of Liability clause as" Under no circumstances shall the bidder be liable to the customer for any indirect, special, punitive or exemplary damages, or for any loss of business, profit, use, goodwill, reputation or data. Notwithstanding anything contained in the tender document or the contract, the maximum liability of the bidder in respect of all claims, in the aggregate, under or in relation to the tender/contract shall not exceed the total fees paid to the bidder by customer in the twelve months immediately preceding the date of the claim." | Clause stands as per RFP. |
| 18 | Page No 21/Point No-7 | The bidder/its partner should have one year experience on implementation and maintenance of Solar Panel based Electrical power system | Solar panel needs to be removed from the RFP. | Clause stands as per RFP. |
| 19 | Page No 22/Point No-8 | Bidders should have its own network management system (NMS) to check the uptime and monitoring / maintenance of network. | NMS will be available for monitoring / maintenance of network. NMS will not provide uptime but it will provide the logs with time stamp. | Clause stands as per RFP. |

| 20 | Page No 25/4.1 | The solar powered VSAT equipment along with all necessary devices, as per technical specification, should be supplied, installed and commissioned at 300 BC / CSP sites specified by the Bank. However the numbers may vary as per the actual requirement of the Bank within a range of ± 25%. | Solar part needs to be removed from this tender. | Clause stands as per RFP. |
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| 21 | Page No 26/4.11 | The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 8 weeks of placement of purchase order for the same. | Should be 16 weeks for normal. Banks to provide the Road Permit for each site. | Road Permit has to be arranged by bidder |
| 22 | Page No- 29/5.6.2 | The selected bidder shall provide preventive maintenance schedules per month, which shall be specified in advance. | Preventive maintenance schedule needs to be clarified. | Scheduled maintenance done during AMC without any call. |
| 23 | Page No- 29/5.6.3 | Bank reserves the right to enter into AMC agreement for the Systems or reject any proposal after expiry of warranty period without assigning any reason. Entering into or renewal of AMC will be done only after submission of the Satisfactory Service Report signed by the concerned | to discuss with commercial team | Clause stands as per RFP. |
| 24 | Page No 30/5.8.1 | 50% of the order value (excluding AMC Value) along with Sales Tax, Service Tax, Waybill etc., if required, will be paid after submission of the acceptance certificate duly signed by Bank"s authorized official & satisfactory service report from the Bank where the equipment have been installed after realizing penalty charges for late delivery & installation, | to discuss with commercial team | Clause stands as per RFP. |

| 25 | Page No 30/5.8.2 | Remaining order value (excluding AMC Value) will be paid after three months of commissioning & successful running of the VSAT system. | to discuss with commercial team | Clause stands as per RFP. |
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| 26 | Page No- 33/Ann-A | Technical Specifications Antenna Specifications for Ext-C Band In Azimuth – 0 to 360 degree continuous. In elevation – 10 degree to 360 degree | Request you to change to 5° to 90° Continuous Fine Adjustment | Clause stands as per RFP. |
| 27 | Page No- 34/Ann-A | Technical Specifications Antenna Specifications for Ext-C Band IDU Specification No of Ethernet Port – Two | No of Ethernet Port - needs to be changed to one. | One no. Ethernet Port is required at IDU. Wifi access point is also required. |
| 28 | Page No- 25/4.5 | Bidder has to provide a detailed document containing the site readiness requirements to the Bank. Bidder shall provide Platform/Monkey cage/Snow Shield wherever necessary. The cost of the line items may be quoted separately. | Please clarify the scope of VSAT earthling. In case same to be provided by bidder, please include the same scope in commercial format | Earthing is the responsibility of bidder |
| 29 | Page No- 25/4.6 | A dedicated Internet bandwidth of 64 Kbps (32 kbps upload and 64 kbps download) is required to be made available to all the locations on 24x7 basis. The link will be terminated at the Computer/Laptop or any other item used by the Bank installed at the CSPs. All necessary equipment hardware/software etc., required to connect the link in Computer/Laptop/Android based Tab devices port shall be provided by the selected vendor. The vendor should provide the Internet connectivity with Wi-Fi mode integrated in the IDU | Please clarify the scope with BOQ site wise. Need details of specification of Wi-Fi hardware to be supplied. | Please check RFP document. |

| 30 | Page No-35 | Power Conditioning Unit with- in built charge controller unit- 1. Inverter/ Power Conditioning Unit should be sufficient for 350 KVA AC load and should not be less than 600 VA. | Please verify if the AC Load is 350KVA or 350 VA or 350W. | The clause stand modified as Power Conditioning Unit with- in built charge controller unit- 1. Inverter/ Power Conditioning Unit should be sufficient for 350 VA AC load and should not be less than 600 VA. |
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| 31 | Page No-35 | Battery Bank - 3. Battery Capacity should take care of 1 day autonomy of the total system load with specified working hrs and should not be less than 7200 Wh. | Please specify whether it is One Day Autonomy-i.e 24 Hrs or 12 working Hours(8 am-8pm) | 12 working hours in a day |
| 32 | Page No-36 | Cables and Connectors - 1. TUV cables with current rating suitable for AC and DC | We uses the Cables, which are IS: 694 and IS-1554 (Part-1): 1988 compliant-accepted by BSNL , Please clarify | The cables and connectors used should comply with all 6 requirements as mentioned in the clause. |
| 33 | Page No-36 | Solar Panels and Structure is | Power Conditioning Unit with- in built charge controller unit- Please specify: Indoor or Outdoor. | Indoor |
| 34 | Page No- 36/37 | Each panel frame structure shall be so fabricated as to be fixed on the rooftop column/ ground mount / wall structures. | Universal product for RTT/GBT/Wall Mounting is not feasible but has to be separate solar structure for 3 variants (depending on site survey) | Based on feasibility bidder has to provide suitable setup. |
| 35 | Page No-37 | 5 years warranty for the entire system should be provided by the supplier | Conflicting statement- Please specify-is it 1 year Warrant and 4 years comprehensive AMC or 5 Years Warranty | 1 year Warranty and 4 years comprehensive AMC |

| 36 | Page No-38 | | Please provide a separate line item for VSAT Bandwidth as Bandwidth order will be placed on Bharti Airtel Ltd - On whose name VSAT license is there. VSAT Hardware will be placed on Bharti Airtel Service Ltd - Subsidiary of the Parent Co. | Please refer changed BOM |
|----|----------------------|---|---|---------------------------|
| 37 | Page No- 10/1.3.5 | The Price Bid also must include all applicable taxes such as Sales/Service/Octroi/Entry Tax/ Waybill etc. as per Annexure-B. | All Taxes should be exclusive as changes in taxes or imposition of new levies by government is applicable to customer/Bank. With GST expected in the near future, the Contracts must be "taxes as exclusive". | Clause stands as per RFP. |
| 38 | Page No- 16/1.23 | The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total cost of the project value. | May we request you to change the clause to: The bidder shall indemnify the Bank and be liable for any direct loss or damage suffered by the bank due to malfunctioning of the system solely attributable to the Bidder as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total cost of the project value. | Clause stands as per RFP. |

| 39 | Page No- 18/1.27.1 | The selected bidder commits a breach of any of the terms and conditions of the bid. | May we request you to change the clause to: The selected bidder commits a material breach of any of the terms and conditions of the bid and its failure to cure the breach within 15 days of receipt of written notice by Bank regarding the breach. | Clause stands as per RFP. |
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| 40 | Page No- 18/1.27.1 | The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory. | Please elaborate the circumstances of unsatisfactory progress. | Successful execution of Work Order issued vis-à-vis timelines. |
| 41 | Page No- 19/1.30 | Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos. | Please clarify "declared or undeclared priorities" | Situations like emergency etc. |
| 42 | Page No- 26/4.11 | The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 8 weeks of placement of purchase order for the same. | We request Bank to increase the delivery/installation time since solar panel deployment is a time taking activity. Hence 10 Weeks should be given where Road permit is not required and 12 weeks should be given where Road permit is required. | The clause stand modified as The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 12 weeks of placement of purchase order for the same. |
| 43 | Page No- 27/5.3 | The installation will be deemed to complete when all the Hardware products specified in Annexure-A have been supplied, implemented and made operationalize as per the technical specifications and satisfactory acceptance | May we request bank to consider completion on Commisioning and operationalization of VSAT system only. Monkey cage and Snow Shield are non- critical items and do not have any impact on commissioning of | Clause stands as per RFP. |

| 44 | Page No- 28/5.3.3 | The response time in case of non - functioning of VSAT network will be maximum 24 Hours i.e within this period the defect must be resolved. | Resolution time should not include the travel time of the Service Engineer. Further, the resolution time for remote locations should be 3 days. | Clause stands as per RFP. |
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| 45 | Page No- 28/5.4.3 | LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting | We suggest, in case, the Site is Not Ready(SNR) for installation, the same should be considered as deemed installed and payment should be released for the hardware. However, the bandwidth charges shall be applicable only after successful commissioning of the particular site. | Clause stands as per RFP. |
| 46 | Page No- 32/5.14 | The Bidder shall have to train officers/designated officials of the Bank at installation site by the certified and trained engineers/personnel of the Bidder on the hardware products supplied. | Request you to specify the training locations, no. of trainees and training man hours/days. | Clause stands as per RFP. |
| 47 | Page No-38 | Bill of Material Table | Request you to mention "VSAT System" and "Bandwidth" charges as separate line items in Annexure B. | Please refer attached changed BOM |

| 48 | Additional Point | Purchase Order Split for correct book keeping | Order Placement : Ordering of Hardware and Services should be allowed on two companies if one company is 100% subsidiary of another company. This is essential for correct book keeping. In case Hughes is eligible for order placement it would request the following to the Bank. Hardware Order to be placed on HCIL COMTEL LTD., 1 Shivaji Marg, Westend Greens, New Delhi-110038 and Recurring Services (Bandwidth & AMC) to be placed on Hughes Communications India Ltd. ,Plot No 1, Sector-18, Electronic City, Gurgaon-122015. "HCIL COMTEL LTD" is a 100% subsidiary of "Hughes Communications India Ltd". | Clause stands as per RFP. |
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| 49 | Page No-36 | The inverter shall include ground lugs for equipment and PV array grounding. Inverter and PV array grounding shall be as per BIS standards. | Solar UPS do NOT require BIS certification. Hence, may be exempted | If amended, then will be advised separately. |
| 50 | Page No-35 | The Battery Bank comprising of batteries should be low maintenance. Stationery at C/10 rate should be supplied. Battery type should be VRLA Tubular Gel or equivalent with Valid type certificate | Kindly clarify, if any of the 3 types of batteries viz. VRLA/ tubular/gel can be supplied. Kindly, Also Clarify Type Test reports for which specifications (Is it JISC 8702 ?) | Clause stands as per RFP. |

| 51 | Page No-35 | 3. Battery Capacity should take care of 1 day autonomy of the total system load with specified working hrs and should not be less than 7200 Wh. | As the battery capacity is specified in VAH, hence it is requested to kindly Clarify/ Confirm the Battery Capacity in VAH terms. | The vendor can suitably quote the Battery capacity against the required 7200 Wh |
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| 52 | Page No-35 | Power Conditioning Unit with inbuilt charge controller unit: Inverter/ Power Conditioning unit should be sufficient for 350KVA AC load and should not be less than 600 VA. | It is understood that there is a typographical error in the specs as 600 VA Inverter/ Power Conditioning unit is sufficient for 350W load & Not 350KVA load. Hence, it requested to kindly amend the clause to read as "Inverter/ Power Conditioning unit should be sufficient for 350W AC load and should not be less than 600 VA". | Inverter/Power Conditioning Units should be sufficient for 350 WA Cloadand should not be less than 1 KVA |
| 53 | Page No- 37/10 | Clear instructions on regular maintenance of solar power plant including cleaning of panels and battery maintenance | Post Installation, the CSP/Bank shall be responsible for cleaning the panels with Lint Free Soft Cloth and water splashes, at least twice a week prior to sunrise time. Panels that get heated up during Sunshine must not be cleaned with wet cloth or water as long as they are hot. Lack of cleaning of Panels will result in lesser power being generated; thereby the battery may not get completely charged and shall not be able to provide a backup period of 4 hours. | Clause stands as per RFP. |

| 54 | Page No-37 | Each panel frame structure shall be so fabricated as to be fixed on the rooftop column/ ground mount / wall structures. | Rooftop area of 12 to 15 Sq Mtr is needed. It should be free from shadow between 7 AM to 6 PM and any obstruction of Sun light like shadow from trees & hoardings etc shall have to be removed by Bank, else the quantum of Solar Power generation will be impacted | Clause stands as per RFP. |
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| 55 | Page No-34 | Autonomy | Please clarify what is meant by 1 day autonomy? | The battery bank can provide power to the appliances connected to the system without a recharged by the solar panels for 1 day . |
| 56 | | Additional | How many hours per day of Electricity Availability can be considered at the remote sites? | May vary from site to site . Hence the capacity may be factored based on the working hours |
| 57 | | Additional | Is there any need to control through Real Time Clock so as to prevent running of any load during night period | Clause stands as per RFP. |
| 58 | | Additional | What is the SLA for replacement of faulty components of Solar PV System? | The SLA will be comprehensive to the project to maintain the UPTIME. |

Note: Addendum:

Bidders are informed that Bank has changed the "Bill of Material <u>(Annexure- B)</u>" Bidders are requested to use these modified format only while submitting the bid. Date:13/06/2016

Bill of Material

Network equipment & Services

| SL | Network equipment/Internet Connectivity | Make / Model/Part No./ Version | Qty | Unit Price (in₹) | Taxes * (in ₹) | Total Price including taxes (in ₹) |
|----|--|--------------------------------------|------------------------|---------------------|-------------------|--|
| 1 | VSAT Equipment | | Per VSAT | | | |
| 2 | Solar Equipment | | Per solar equipment | | | |
| 3 | Bandwidth Charges -64 Kbps (32 kbps upload and 64 kbps download) | | Per VSAT | | | |
| 4 | Monkey cage | | 150 | | | |
| 5 | Snow Shield | | 100 | | | |
| 6 | Wi-fi Access Point | | 300 | | | |
| 7 | Other equipment, if any | | | | | |
| | Sub Total A | | | 1 | | |

| SL | Description | Taxes * (in ₹) | Total Price including taxes (in ₹) |
|----|--|-------------------|--|
| 1 | One time implementation charges, if any | | |
| 2 | AMC for 2nd year per VSAT, Wi-fi Access Point & Solar System | | |
| 3 | AMC for 3rd year per VSAT , Wi-fi Access Point & Solar System | | |
| 4 | AMC for 4th year per VSAT , Wi-fi Access Point & Solar System | | |
| 5 | AMC for 5th year per VSAT, Wi-fi Access Point & Solar System | | |
| | Sub Total B | | |

Annual Maintenance cost:

Grand Total (A+B) in Rupees = *Sales tax/VAT/Service tax, if applicable, should be quoted in respective columns. The Bank will pay the sales tax/VAT/Service tax ruling at the time of actual delivery of service/implementation and resultant billing.