



UCO BANK
Department of Information Technology

Request for Proposal (RFP) For “Supply, Installation & Maintenance of UPS Systems (Rate Contract)

RFP Ref. NO-UCO/DIT/1667/2016-17 dated 06/12/2016”

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

Sl No.	Page no	Point No.	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1.	7	Eligibility Criteria: Point D	The bidder should have a minimum yearly turnover of Rs.20 crores for the last 3 financial years, i.e., 2013-14, 2014-15 & 2015-16 Audited Balance Sheets for last 3 years, i.e., 2012-13, 2013-14 & 2014-15.	The bidder should have an average turnover of Rs.100 crores for the last 3 financial years, i.e. 2013-14, 2014-15 & 2015-16. Audited Balance Sheets for last 3 years, i.e. 2013-14, 2014-15 & 2015-16.	Requirement stands as per RFP.
2.	8	Eligibility Criteria: Point no. G	The bidder should have executed orders in last three years aggregating to not less than Rs.2 crores for the last 3 financial years, i.e., 2013-14, 2014-15 & 2015-16. Of the above, orders aggregating to Rs.1 crore should be from Govt./Public Sector Organizations for supply, installation & maintenance of UPS systems.	The bidder should have executed orders in last three years aggregating to not less than Rs.2 crores for the last 3 financial years, i.e., 2013-14, 2014-15 & 2015-16.	The clause modified stands as under: “The bidder should have executed orders in last three years aggregating to not less than Rs.2 crores for the last 3 financial years, i.e., 2013-14 , 2014-15 & 2015-16”
3.	28	Requirement of Item (ROI): A	Tender Document Fees : Rs.20,000/-	Request for waive off of Tender Document Fees For NSIC Registered Organization under single point of Registration are exempted from submission of Tender Document Fees, Submission of PBG and 15% Price preference with L1 Bidder.	As per recommendations of GOI, Bank has decided to waive off EMD for NSIC registered MSME entrepreneurs. We clarify that: a) Exemption from submission of EMD shall be given to bidders who are Micro, Small &

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					<p>Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation Ltd (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD exemption.</p> <p>b) As per Government of India guidelines, there is a special provision for Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribes. Out of 20% target of annual procurement from Micro & Small Enterprises, a sub-target of 20% (i.e., 4% out of above 20%) shall be earmarked for procurement from Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribe entrepreneurs. Provided that, in the event of failure of such Micro & Small Enterprises to participate in the tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for procurement from Micro & Small Enterprises owned by Scheduled Castes & Schedule Tribe entrepreneurs shall be met from other Micro & Small Enterprises.</p> <p>(It is clarified that necessary & valid documents should be submitted by the Micro & Small Enterprises and SC/ST Micro & Small Enterprises owners to avail the preference).</p> <p>c) Further, participating Micro & Small Enterprises bidders quoting price within</p>

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					<p>price band of L1+15% shall also be allowed to supply a portion of requirement if they agree to bring down their price to L1 price in a situation where L1 price is from some firm other than a Micro & Small Enterprise and such Micro & Small Enterprise shall be allowed to supply upto 20% of total tendered value. In case of more than one such Micro & Small Enterprises, the supply shall be shared proportionately.</p> <p>Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered.</p> <p>Tender Document Fee and PBG have to be submitted under any circumstance.</p>
4.	29	Technical Specifications Item: UPS<5000 Watts: Point No. 10	Response time should not be >20 milliseconds.	Response time should not be >60 milliseconds.	Requirement stands as per RFP.
5.	32	Technical Specifications Item: UPS<5000 Watts: Point No. 24	UPS system : 1. Circuit breaker of ISI standard and standard fire proof covers. 2. Quality Certification ISO 9001 - 2000. 3. Production Environment Certification ISO 14001.	UPS system : 1. Circuit breaker of ISI standard and standard fire proof covers. 2. Quality Certification ISO 9001 - 2015. 3. Production Environment Certification ISO 14001:2004 4. CE Certificate 5. Occupational Health & Safety Management System ISO 18001:2007 6. RoHS Certificate. Certification is required for Quality assurance.	Requirement stands as per RFP.
6.	32	Technical Specifications Item: UPS<5000 Watts: Point No. 25	VAH of 2 KVA not mentioned	We request for 2KVA 4 Hrs 9600 VAH As per battery calculation VAH for 2 KVA 4 Hrs is 9600	The clause modified stands as under: "2 KVA UPS for 4 hours backup 9600VAH"

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7.	35	Technical Specifications Item: UPS>5000 Watts: Point No. 25	Efficiency Converter : 97% Inverter : 93.6% Overall : 92% (at full load)	Efficiency Converter : 90% Inverter : 90% Overall : 85% (at full Load In Isolation transformer base model having Internal loss and efficiency will decrease.	Requirement stands as per RFP.
8.	40	Commercial Bid	Unit Price (Excluding taxes) With 1 years' comprehensive warranty	Request you to bifurcate UPS and Battery Price. As VAT proposition on UPS and battery are different in different states.	Requirement stands as per RFP.
9.		2 KVA (4 Hours Backup) UPS		VAH not mentioned in the RFP	
10.		10KVA (1 Hour Backup) UPS		Only 3 phrase input is mentioned but output phrase is not mentioned in the RFP	Requirement stands as per RFP.
11.		20KVA (1 Hour Backup) UPS		Only 3 phrase input is mentioned but output phrase is not mentioned in the RFP	Requirement stands as per RFP.
12.		Service Centres :-		Requirement of actual number of service center	Requirement stands as per RFP.
13.		OEM declaration		Whether this is on OEM's letter head or stamp paper? Whether this declaration has to be attached with tender documents or afterwards?	OEM declaration should be in OEM's letter head.
14.				Request you to have a cap on the warranty of the system supplied i.e. 12 months from the date of acceptance or 18 months from the date of supply whichever is earlier.	The modified clause stands as under: "warranty of the system supplied i.e. 12 months from the date of installation"
15.	7	Eligibility Criteria: F	The bidder should have all India presence with Offices / Support Centres at minimum 100 centres with at least 3 engineers where UCO Bank is having its Zonal Offices (List of Zonal offices is given in Annexure- G) to support the branches under its command	Proposal is given for reduction of no of engineers since station engineers are being supported from their local H.Q.	Requirement stands as per RFP.

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16.	11	General T&C-3	Tender documents fees	As per NSIC registration, proposal is given for exemption against NSIC certificate.	Requirement stands as per RFP.
17.	17	General T&C no-24 (i)		Proposed delivery period standard 10-12 weeks.	Requirement stands as per RFP.
18.	17	General T&C no-24 (ii)		Installation and operationalization is proposed. Within 12 working days after delivery provided site is ready. Suggested: 12 days to increase to 4 weeks.	Requirement stands as per RFP.
19.	18	General T&C no-25		Proposal is being submitted with a request to place the P.O. from H.O centrally for easy accessibility.	Requirement stands as per RFP.
20.	18	General T&C no-26		Proposal is being submitted for immediate payments after submission of SNR reports.	Requirement stands as per RFP.
21.	30	Section V, point 3		There should be galvanic isolation at output side of the UPS inbuilt to avoid back feed and protect the equipment.	Requirement stands as per RFP.
22.	38	Section V, point 27	c) The battery should be a reputed brand having ISO9001:2008 & ISO 14001 certified for quality & environment. In addition the battery should have any three of the following certification: 1. JIS 2. UL 198E 3. CE mark 4. QS 9000-8230 5. ISO/TS-16949:2002 6. OHAS-18001	There should be a single battery bank. There should be no concept of paralleling of battery bank and the battery should be a reputed brand having ISO 9001:2008 & ISO 14001 certified for quality & environment. In addition the battery should have any three of the following certification: JIS, UL 198E, CE mark, QS 9000-8230, ISO/TS-16949:2002, OHAS18001. - request <u>for discussion & amendment</u>	Requirement stands as per RFP.
23.	35	Section V, point 20		Must have transformer rectifier combination with protection against overcharges-proposal is given for further discussion on pre bid meeting.	The modified clause stands as under: "Must have transformer rectifier combination with protection against overcharges"
24.	39	Section V Group - A, point 31	UPS system should have: 3. Safety Standards : IEC 60950,	proposal is given for keeping for EN-62040 as only standard since others	Requirement stands as per RFP.

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			EN 50091-1-1, UL 1778	are also same and related to safety standard.	
25.	4	Information to the bidders	The quantities mentioned in the RFP are indicative only. Bank does not guarantee any minimum or maximum quantity of procurement.	Accepted by the bidder. However, in case of increase or decrease in quantity requirements, it is requested by the bidder to consider Price Variance clause as Lead Prices are controlled by LME which is fluctuating in nature and have direct impact on Battery prices which are supplied along with UPS Systems.	Requirement stands as per RFP.
26.	7	Eligibility Criteria	The bidder must be a Limited Company, registered in India under the companies Act 1956 / 2013 (Proof required) OR Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.	It is requested to remove the point : "Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date"	Requirement stands as per RFP.
27.	7	Eligibility Criteria: B	Undertaking/Power of Attorney (POA) from the OEM. The POA should contain a clause that OEM will provide support services during warranty period if the bidder authorized by them fails to perform.	It is requested to remove the point: "The POA should contain a clause that OEM will provide support services during warranty period if the bidder authorized by them fails to perform."	Requirement stands as per RFP.
28.	10	Section: III Instructions to bidders: 2. Scope of Work	Obtaining of the Road Permits, FORM 32, security forms etc. will be the sole responsibility of the successful bidder at its own cost.	Since the Road Permits will not be arranged by the Bank, the bidder will be able to pay bill by local VAT billing wherever road permit will be required. The bidder will also do direct billing depending on the delivery locations.	Requirement stands as per RFP.
29.	10	Section: III Instructions to bidders: 1. General terms and conditions	Bids submitted by MSME Entrepreneurs will be considered in terms of Procurement Policy 2012 of Govt. of India and its	It is requested to remove the point : "Bids submitted by MSME Entrepreneurs will be considered in terms of Procurement Policy 2012 of Govt. of India and its subsequent	Requirement stands as per RFP.

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			subsequent amendments if applicable to items covered in this RFP, subject to their matching L1 price and their products subject to being tested for performance &/or benchmarked by a third party agency of repute.	amendments if applicable to items covered in this RFP, subject to their matching L1 price and their products subject to being tested for performance &/or benchmarked by a third party agency of repute."	
30.	28	Section IV: Requirement of Items (ROI): EMD		The bidder requests to reduce the EMD amount to Rs. 3,00,000/- instead of Rs. 20,00,000/- as the EMD indicated in the tender document is on the higher side.	EMD Amount: Rs.10,00,000/-
31.	15	Section: III Instructions to bidders: 16. Pre-shipment Inspection	UCO Bank, if deemed fit, will inspect any or all of the Computer items at vendor's manufacturing site before shipment to respective branches/office/locations of the Bank, to verify that the items shipped to UCO Bank are as per the technical specification specified in the Rate Contract.	It is accepted by the bidder. But it is also requested by the bidder to provide advance intimation will be given to them so that they can arrange for testing of the equipments at their manufacturing plants as required	The modified clause stands as under: "UCO Bank, if deemed fit, will inspect any or all of the Computer items at vendor's manufacturing site before shipment to respective branches/office/locations of the Bank, to verify that the items shipped to UCO Bank are as per the technical specification specified in the Rate Contract. Advance intimation will be given to them so that they can arrange for testing of the equipments at their manufacturing plants as required"
32.	17	Section: III Instructions to bidders: 24. Delivery and installation	The Bank would like to have the following time schedule for completion of the activities from the date of placement of Purchase orders.	It is requested by the bidder to the Bank to consider the delivery time as mentioned below for the locations from the date of receipt of PO with full delivery address.	Requirement stands as per RFP.
33.	17	Section: III Instructions to bidders: 24. Delivery and installation i) Delivery	b) 8 weeks in North East States, Andaman & Nicobar island, J & K, Leh & Ladakh, Lakshwadeep island.	<u>Assam, All NE States:</u> Delivery time may be considered as for 6-8 weeks from the date of receipt of PO. <u>J&K, Leh, Ladakh :</u> Delivery time may be considered as for 6-8 weeks from the date of receipt of PO. This is also dependent on Road	Requirement stands as per RFP.

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				Open conditions due to weather and Force majeure conditions.	
34.	17	Section: III Instructions to bidders: 24. Delivery and installation i) Delivery	c) 4 weeks in all other places.	Installation charges to the specified locations are extra and also the transportation cost during warranty period is extra.	Requirement stands as per RFP.
35.	17	Section: III Instructions to bidders: 24. Delivery and installation ii.) Installation and operationalisation	Within 1 week of delivery (In case installation is held up for site non-readiness, a certificate from the competent authority at respective site(s) is to be furnished for obtaining payment.)	<u>Assam, All NE States:</u> Installation time will be 15 days (7 days + 8 days extension) from the date of delivery. <u>J&K, Leh, Ladakh:</u> Installation time will be 20 days (7 days + 13 days extension) from the date of delivery. <u>Islands:</u> Installation time will be 20 days (7 days + 13 days extension) from the date of delivery. Installation time for locations other than the above one will be 7 days as indicated by the bank is acceptable.	The modified clause stands as under: "Assam, All NE States: Installation time will be 15 days (7 days + 8 days extension) from the date of delivery. J&K, Leh, Ladakh: Installation time will be 20 days (7 days + 13 days extension) from the date of delivery. Islands: Installation time will be 20 days (7 days + 13 days extension) from the date of delivery. Installation time for locations other than the above one will be 7 days as indicated by the bank is acceptable"
36.	19	Section: III Instructions to bidders: 28. warranty	The vendor must provide 1 year on-site comprehensive warranty and 4 years Annual Maintenance Service (optional – at the discretion of the Bank on expiry of warranty period) for all hardware items to be supplied under this rate contract covering all spare parts & service (except consumables) from the date of acceptance of the systems by UCO Bank at the respective locations.	Warranty may please be considered for 1 year Comprehensive On-site warranty on the UPS System and Batteries. AMC for 2 nd , 3 rd , 4 th and 5 th year for UPS System and not for SMF Batteries.	The modified clause stands as under: "The vendor must provide 3 years on-site comprehensive warranty on UPS systems & batteries and 2 years Annual Maintenance Service for UPS systems (optional – at the discretion of the Bank on expiry of warranty period) for all hardware items to be supplied under this rate contract covering all spare parts & service (except consumables) from the date of acceptance of the systems by UCO Bank at the respective locations."
37.	20	Section: III Instructions to	Down time will be calculated from the time of break-down	The following is to be considered for exclusions under warranty and	Requirement stands as per RFP.

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		bidders: 34. Penalty for downtime	<p>message (i.e. first call made or e-mail sent to service engineer / call center) till the system becomes functional or standby is provided. Public Holidays as declared at the respective centres are excluded for the above downtime calculation. The Vendor will provide onsite service of the equipment (except spares) once every 3 months during the warranty period.</p> <p>In case vendor fails to meet any of the above standards, there will be a penalty of Rs.200/-per day per UPS system. These penalty charges will be deducted from the Performance guarantee offered as security deposit or from the EMD or from any Bill payable to the vendor. The maximum penalty for downtime will be 10% of the equipment cost.</p>	<p>AMC period:</p> <ol style="list-style-type: none"> Problems not related to UPS systems Problems related to electric power supply Problems related to electric switchgear equipments through which power is supplied to UPS systems Failure to Force Majeure conditions Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices not covered under the agreement Damage resulting from accidents, fire, lightening, transportation, cost of repair or replacement due to these factors will be charged for labour as well as parts. Furnishing platens accessories, painting or refinishing the system or furnishing the materials thereof is making specific changes. Work due to alteration in the equipment by persons other than vendor personnel (except for minor rectification by company's in-house systems engineer after intimating the vendor) Any work external to the equipment such as maintenance of non-vendor attachment, accessories etc. Calls other than Novateur Scope of supply of UPS Systems and SMF batteries 	

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				<p>Defects arising due to site related problems could be rectified on chargeable basis and such problems are listed below:</p> <ul style="list-style-type: none"> a. Main failure-more than backup hours b. Input low(less than 340v AC-phase to phase / less than 195V Single Phase) c. Input high (above 460V AC-phase to phase/higher than 256V Single phase) d. Phase sequence reversal/phase failure e. Phase & neutral reversal / neutral & earth reversal f. Short circuit between phase & neutral phase & earth, neutral open voltage between Neutral & Earth more than 5v 	
38.	29	Section V: Technical Specifications: Group A: Item : UPS<5000 watts	Provision for paralleling under n+1 configuration	Paralleling configuration not available in 1 to 3 kVA range. It is offered for hotstand by configuration.	Requirement stands as per RFP.
39.	4	Section 2: Information Bidders to	The quantity mentioned in the RFP is indicative only. Bank does not guarantee any minimum or maximum quantity of procurement.	Accepted. However please note that in case of increase or decrease in quantity requirements, we request you to please consider Price Variance clause as Lead Prices are controlled by LME which is fluctuating in nature and have direct impact on Battery prices which are supplied along with UPS Systems.	Requirement stands as per RFP.
40.	7	Section - II - Eligibility criteria	The bidder must be a Limited Company, registered in India under the companies Act 1956 / 2013 (Proof required) OR Concerns registered as	Please remove the point " concerns registered as "MSME Entrepreneur & still categorized as MSME as on RFP submission date" ."	Requirement stands as per RFP.

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			MSME Entrepreneur & still categorized as MSME as on RFP submission date.		
41.		Point 2 B - Eligibility_ criteria – Documents required	Undertaking/Power of Attorney (POA) from the OEM. The POA should contain a clause that OEM will provide support services during warranty period if the bidder authorized by them fails to perform.	Please remove the point " The POA should contain a clause that OEM will provide support services during warranty period if the bidder authorized by them fails to perform ".	Requirement stands as per RFP.
42.		SECTION — III: INSTRUCTIONS TO BIDDERS 2. Scope of Work - Page No.10 - Point No.VII	Obtaining of the Road Permits, FORM 32, security forms etc. will be the sole responsibility of the successful bidder at its own cost.	Since the Road Permits will not be arranged by you. We will be able to bill by local VAT billing wherever road permit will be required. We will also do direct billing depending on the delivery locations.	Requirement stands as per RFP.
43.		SECTION - III : INSTRUCTIONS TO BIDDERS General Terms and conditions - Point No.I	Bids submitted by MSME Entrepreneurs will be considered in terms of Procurement Policy 2012 of Govt. of India and its subsequent amendments if applicable to items covered in this RFP, subject to their matching L1 price and their products subject to being tested for performance & /or benchmarked by a third party agency of repute.	Please remove the point " MSME Entrepreneurs will be considered in terms of Procurement Policy 2012 of Govt. of India and its subsequent amendments if applicable to items covered in this RFP, subject to their matching L1 price and their products subject to being tested for performance & /or benchmarked by a third party agency of repute ".	Requirement stands as per RFP.
44.	15	SECTION — III: INSTRUCTIONS TO BIDDERS Point No.16. Pre-shipment Inspection	UCO Bank, if deemed fit, will inspect any or all of the Computer items at vendor's manufacturing site before shipment to respective branches/office/locations of the Bank, to verify that the items shipped to UCO Bank	Accepted. However we request bank to provide advance intimation to us so that we will arrange for testing of the equipments at our manufacturing plants as required.	Requirement stands as per RFP.

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			are as per the technical specification specified in the Rate Contract.		
45.	17	SECTION — III: INSTRUCTIONS TO BIDDERS Point no. 24: Delivery & Installation	The Bank would like to have the following time schedule for completion of the activities from the date of placement of Purchase orders.	Accepted. However we request you to kindly consider the delivery time as mentioned below for the following locations from the date of receipt of PO with full delivery address.	Requirement stands as per RFP.
46.		i. Delivery	b. 8 weeks in North East States, Andaman & Nicobar island and Lakshwadeep island.	For delivery in J & K, LEH & LADAKH -Delivery time may please be considered for 6 - 8 Weeks from the date of receipt of purchase order. This is also dependent on Road open Conditions due to weather & Force majeure conditions. For delivery in Islands : Delivery time will be 6- 9 weeks upto Port Blair/ Kavarati. Onward shipping to Island locations on availability of ships	Requirement stands as per RFP.
			c. 4 weeks in all other places	Installation Charges to the Specified Location are Extra and also the transportation cost during warranty period is extra.	Requirement stands as per RFP.
		ii. Installation and Operationalisation	Within 1 week of delivery (In case installation is held up for site non-readiness, a certificate from the competent authority at respective site(s) is/are to be furnished for obtaining payment.)	For installation: Assam, All North Eastern States - Installation time will be 15 days (7 days + 8 days extension) from the date of delivery. J&K, LEH & LADAKH - Installation time will be 20 days (7 days + 13 days extension) from the date of delivery. Islands: Installation time will be 20 days (7 days + 13 days extension) from the date of delivery. Rest of the locations other than above, installation period of within 7 days as indicated by bank is	The modified clause stands as under: "Assam, All NE States: Installation time will be 15 days (7 days + 8 days extension) from the date of delivery. J&K, Leh, Ladakh: Installation time will be 20 days (7 days + 13 days extension) from the date of delivery. Islands: Installation time will be 20 days (7 days + 13 days extension) from the date of delivery. Installation time for locations other than the above one will be 7 days as indicated by the bank is acceptable"

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				acceptable.	
47.	18	SECTION — III: INSTRUCTIONS TO BIDDERS Point No.28. Warranty	The vendor must provide 1 year on-site comprehensive warranty and 4 years Annual Maintenance Service (optional — at the discretion of the Bank on expiry of warranty period) for all hardware items to be supplied under this rate contract covering all spare parts & service (except consumables) from the date of acceptance of the systems by UCO Bank at the respective locations.	Warranty may please be considered for 1 Year Comprehensive On Site Warranty on the UPS System and Batteries. AMC for 2nd,3rd, 4th & 5th year for UPS System and not for SMF Batteries.	The modified clause stands as under: "The vendor must provide 3 years on-site comprehensive warranty on UPS systems & batteries and 2 years Annual Maintenance Service for UPS systems (optional – at the discretion of the Bank on expiry of warranty period) for all hardware items to be supplied under this rate contract covering all spare parts & service (except consumables) from the date of acceptance of the systems by UCO Bank at the respective locations."
48.	20, 21	SECTION — III: INSTRUCTIONS TO BIDDERS Point No.34 Penalty for downtime	Down time will be calculated from the time of breakdown message (i.e. first call made or e-mail sent to service engineer / call center) till the system becomes functional or standby is provided. Public Holidays as declared at the respective centers are excluded for the above downtime calculation. The Vendor will provide onsite service of the equipment (except spares) once every 3 months during the warranty period. In case vendor fails to meet any of the above standards, there will be a penalty of Rs.200/-per day per UPS system. These penalty charges will be deducted from the Performance guarantee offered as security deposit or from the	The following is to be considered as exclusions under Warranty and AMC period: 1. Problems not related to UPS Systems 2. Problems related to electrical power supply 3. Problems related to electrical switchgear equipments through which power is supplied to UPS Systems 4. Failure due to Force Majeure conditions 5. Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices not covered under the agreement. 6. Damage resulting from accidents, fire, lightening, Transportation, cost of repair or replacement due	Requirement stands as per RFP.

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			EMD or from any Bill payable to the vendor. The maximum penalty for downtime will be 10% of the equipment cost.	<p>to these factors will be charged for labour as well as parts.</p> <p>7. Furnishing platens accessories, painting or refinishing the system or furnishing the materials thereof is making specific changes.</p> <p>8. Work due to alteration in the equipment by persons other than the vendor's personnel (except for minor rectification by company's in-house systems engineer after intimating the vendor)</p> <p>9. Any work external to the equipment such as maintenance of non-vendor attachment, accessories etc.</p> <p>10. Calls other than Novateur Scope of supply of UPS Systems and SMF Batteries.</p> <p>Defects arising due to site related problems could be rectified on chargeable basis and such problems are listed below:</p> <ol style="list-style-type: none"> Main Failure- more than the backup hours. Input low(less than 340v AC-phase to phase/Less than 195v Single phase). Input high (above 460v AC-phase to phase /higher than 265v Single phase). Phase Sequence reversal/phase failure. Phase & Neutral reversal /Neutral & Earth reversal. Short circuit between phase 	

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				& neutral -phase & earth, neutral open Voltage between Neutral & Earth more than 5v.	
49.		Group - A : UPS < 5000 Watts Point no 3		Provision for paralleling under n+1 configuration. Paralleling configuration not available in 1 to 3 kVA range. We can offer for hotstand by configuration.	Requirement stands as per RFP.
50.		Point no 20 : 3	MCB for input on / off ; 4. MCB for bypass, 2. Input / Output A.C. Current	for 2 kVA to 5 kVA - inbuilt static bypass. So, separate breaker not applicable. inbuilt protection available in the UPS System. For 2 & 3 kVA UPS System - Input side MCB not available. fuse protection provided. Input current need to delete. So, both points (3 & 4) need to delete.	Requirement stands as per RFP.
51.		Point no 25 : ii). backup time	3 hrs / 4 hrs	Required backup time for 2 KVA is 4 hrs and 3 to 5 kVA UPS is 1 hr. so, the same need to check and need to revised the document.	Requirement stands as per RFP.
52.		Point no 25 : iii). a)		The requirement is for 2 to 5 kVA UPS only. where as 10 kVA UPS with VAH mentioned. •lease cross check and update 2 kVA UPS with required VAH capacity.	Requirement stands as per RFP.
53.		Group A: UPS > 5000 Watts Point no 22 : b)		Time up to which batteries can support with present load (dynamic battery backup time) only run time on battery mode will be provided not remaining backup time. Request you to please check possibility.	Requirement stands as per RFP.
54.		Point No 26 c : F. Monitoring arrangement (Through SNMP)		Wave form with closed loop feedback and correction - not available with us .Request you to please consider. Also it is not mandatory. Suggested: Paralleling of battery	Requirement stands as per RFP.

SI No.	Page no	Point No.	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
				bank should be there.	
55.		Point no 27 : Battery Set - 1)		Please confirm closed battery rack or open type battery rack.	Requirement stands as per RFP.
56.		Point no. 31.		3. Safety Standard - Safety Certificate not available with us. Request you to please consider.	Requirement stands as per RFP.

Addendum

Sl No	Pg No.	Group/Product	RFP Specifications	Bank's Reply	Bidder
1				Bank may place Purchase Order for UCO Bank sponsored RRBs.	
2				Non-Disclosure Agreement format enclosed in Annexure - I	
3	28	Section IV	UPS 5 KVA / 4200W (1 hours back up)	UPS 2 KVA / 4500W (4 hours back up)	
4	28	Section IV	UPS 10 KVA/ 8400W (1 hour back up) with STS switch	UPS 10 KVA/ 9000W (1 hour back up) with STS switch	
5	28	Section IV	UPS 20 KVA/ 8400W (1 hour back up) with STS switch	UPS 20 KVA/ 18000W (1 hour back up) with STS switch	
6	29	Section V	Input Power Factor should be 0.9 to unity	Input Power Factor should be 0.8 to unity	

RFP Ref. NO-UCO/DIT/1667/2016-17 dated 06/12/2016

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on thisday of, 2017

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
 (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is *inter alia* engaged for Supply, Installation & Maintenance of UPS Systems as per the terms and conditions specified in the RFP Ref. No **UCO/DIT/1667/2016-17 dated 06/12/2016**. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation & Maintenance of UPS Systems to the Bank.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this

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Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected bidder)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(the selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____