



UCO BANK

Department of Information Technology

Request for Proposal (RFP) For Selection of Vendor for Supply, Installation & Maintenance of HD Video Conferencing Endpoint Units (e-Tendering)

RFP REF NO: DIT/BPR&BTD/OA/1568/2017-18 Dated 01/08/2017

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

SI No	Clause No.	Pg No.	Clause Heading	Tender Clause Description	Observation / Change Request	Bank's Reply
1	2.1	8	Validity of offer:	Bids shall remain valid for 180 days from the date of opening of technical bids submitted by the bidders. The Earnest Money will have to be submitted for a period of 180 days from the date of opening of the bid. A bid for a shorter period may be rejected by Bank as non-responsive.	Request to modify/add the clause as: Bids shall remain valid for 60 days from the date of opening of technical bids submitted by the bidders. The Earnest Money will have to be submitted for a period of 90 days from the date of opening of the bid	Clause stands as per RFP
2	2.15	9	Exchange Rate Fluctuation	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 price validity period.	Request you to please delete this clause as exchange rate fluctuations, import duty & taxes are beyond the control of the bidder	Clause stands as per RFP

3	2.22	9	Version of Software	Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software delivered should be the latest one available. The bidder shall not quote for the products, whose End of Sale/ End of Support/End of License has been declared by the OEM.	Request to modify/add the clause as: In case the version of software delivered with hardware is not the latest one available, this has to be updated as currently available version from OEM ,at the time of installation .	Clause stands as per RFP
4	2.24	9 & 10	OEM Commitment Letter for back to back support	Bidder must have back to back support relation with the OEMs whose products are followed by the bidder to the Bank, in case the bidder is not Original Equipment Manufacturer (OEM), a commitment letter from the OEM for extending back to back support/service for the purpose of warranty/AMC by bidder during the contract period at least for a period of 5 years has to be submitted along with the Technical bid (As per Annexure – D).	The Support Letter from OEM will be as per the respective OEMs standard warranty /support coverage documentation communication format.	Clause stands as per RFP

5	2.26	10	End of sale / End of Life of products	<p>The bidder shall not quote for the products, whose End of Sale/ End of Support / End of Life has been declared by the OEM. The Bidder has to ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least 5 years post date of acceptance of such equipment by the Bank. In the event if any equipment supplied by the selected Prime Vendor, reaches either end of support or end of life as stipulated in this clause, within the period of 5 years, the selected Vendor has to immediately replace/upgrade the equipment at no additional cost to the Bank, whose technical specifications should be equivalent to or higher than that mentioned in the RFP so that the products should be compatible with the existing setup</p>	<p>The EoL/EoS will be as per the product life cycle policy of the respective OEM. The replacement/upgrade will also be as per Policy of the respective OEM.</p>	<p>Clause stands as per RFP</p>
6	2.27	10	Deviation of Terms of RFP Document	<p>The Bank expects the selected bidder to adhere to the terms of this RFP document and would not like or accept any deviations to the same.</p>	<p>Request you to modify the clause as: The Bidders offer consisting of any deviation of terms & conditions of the RFP will be subject to mutual discussion & Banks evaluation & decision.</p>	<p>Clause stands as per RFP</p>

7	4	11	Performance of Bidder - Quarterly review	The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.	Request you to please delete the part "the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection."	Clause stands as per RFP
8	5	11	Cost of Tender Document	Tender Fee Rs 10,000/- through NEFT Mode.	Request you to please modify tender fee amount as Rs.2000/- only.	Clause stands as per RFP.
9	6	11	EMD	The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days together with a claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount of Rs.3 lakhs. 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 completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance	BG format (for EMD) needs to be vetted by the Bank of the Bidder.	The Bidder(s) must submit Earnest Money Deposit as per format given in this RFP.

				Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). The scanned copy of the Bank Guarantee should be uploaded in the portal along with the bid documents.		
10	6 (c)	12	Forfeit of EMD	<p>The Earnest Money Deposit may be forfeited under the following circumstances: In case of the successful bidder, if the bidder fails:</p> <p>§ To sign the contract in the form and manner to the satisfaction of UCO BANK</p> <p>§ To furnish performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).</p>	Any Contract Form has to be vetted by the successful bidders Legal, Finance & Business department. The PBG Format will be vetted by the bank assigned by the successful Bidder. In case any modification will be required , those will be mutually discussed & concluded before execution of the contract	Clause stands as per RFP
11	8	13	PBG(Perform ance Bank Guarant ee)	<p>The successful bidder shall be required to provide a Bank Guarantee within 30 days from the date of issuance of each Purchase Order within the Rate Contract period of 1 year (Annexure – C) equivalent to 10% of the Total Cost of Ownership/Order Value for each Purchase Order issued by any scheduled commercial bank</p>	<p>Request you to consider the PBG as below: For initial three years warranty period, the PBG @ 10% will be applicable on the Total order value consisting of Supply, installation & 3 years warranty. PBG should be revolving PBG valid for 1 year, which will be renewed year on year basis for the period of initial 3 years. After expiry of 3 years warranty, during AMC</p>	Clause stands as per RFP

			<p>(other than UCO Bank). The issued PBG shall be valid for a period of 5 (five) years plus a claim period of 3 (three) months, indemnifying any loss to the Bank, thus PBG should be valid for a total period of 63 (sixty three) months from the date of issuance of the Purchase Order. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the SLA to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.</p>	<p>period of next 2 years, PBG @ 10% will be applicable on the Total AMC value of 2 years. PBG format needs to be vetted by Bank of the Bidder (PBG format available in (Annexure C) page no 39&40 (in Tender)</p> <p>We request honorable tendering committee to amend the clause to PBG to be valid for 3 years and 3 months i.e. 39 month and fresh PBG thereafter during AMC period.</p>	
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12	15	15	Liquidated Damages for delayed supply	<p>If the vendor fails to deliver contracted product(s), install/activate, and operationalize all of the equipments or fails to complete the work or does not perform the service(s) within the time schedule stipulated in the Contract/PO, the Bank, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1 (one) percent of the undelivered/uninstalled portion of the order value excluding Taxes for each and every calendar week of delay, subject to a maximum limit of 10 percent of the undelivered portion of the order value excluding taxes.</p>	<p>In case of delay, LD will be applicable @ 0.25% per week (location wise value) max @ 5% of location wise value of the undelivered portion of the order value excluding taxes.</p>	<p>Clause stands as per RFP</p>
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13	17.1 & 17.2	16	Payment Terms for Supply & Installation portion	<p>90% of the order value of Annexure – L “Table A” along with Taxes, will be paid after delivery and completion of successful installation & operational of all location (Annexure – I) as per Scope of work in Part – IV and Technical requirements in Annexure – H, on submission of proof of delivery and the installation certificate & acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any. The balance 10% of order value will be paid after 3 months successful running of all HD Endpoints installed at all locations all over India with Video Conferencing system at Central Location as per Scope of work in Part – IV and Technical requirements in Annexure – H.</p>	<p>Request you to consider the clause as below : For Product Supply : 90% basic value payment & 100% of Taxes will be released on delivery (location wise) and balance 10% payment on installation Location wise against submission of Invoice for Supply of Products & Installation services. The payment will be made within 21 days from the date of submission of Invoice.</p> <p>For Installation Services & OEM Warranty: 100% payment including Taxes will be released on installation Location wise against submission of Invoice for Installation services. The payments will be made within 21 days from the date of submission of Invoice.</p> <p>All payments will be released Centrally from UCO bank HO at Kolkata We request you to kindly amend the payment terms as: 75% on delivery 20% on successful installation 5% after successful running for 3 months</p> <p>Our request to amend the clause to 70 % on delivery of goods, 20% on installation and balance 10 % of after 3 months successful running of all HD</p>	Clause stands as per RFP
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				<p>Endpoints installed at all locations</p> <p>Request you to amend the clause as : 80% of the order value of Annexure – L “Table A” along with Taxes, will be paid after delivery of all location, on submission of proof of delivery</p> <p>Request you to amend the clause as : The balance 20% of order value will be paid after 3 months successful running of all HD Endpoints installed at all locations all over India with Video Conferencing system at Central Location as per Scope of work in Part – IV and Technical requirements in Annexure – H.</p>	
14	17.3	16	Payment Terms for AMC portion	<p>The AMC amount to be paid towards facilities of AMC as mentioned below to be paid quarterly at the end of each quarter on pro-rata basis.</p> <p>Need clarity on the term “pro-rata basis” on this case. Also request you to modify the clause as below: Bidders are requested to quote the AMC charges in 2 parts (a) OEM back lining (b) Skill Support (Onsite / remote as & when required) of the System Integrator . The yearly OEM backline payment will be released as 100% advance against submission of Invoice along with proof of submission</p>	<p>The AMC amount to be paid towards facilities of AMC as mentioned below quarterly in arrears at the end of each quarter.</p>

					of the OEM back lining document. The payment towards System Integrators Skill support will be made quarterly at the end of each quarter against submission of Invoices. The payments will be made within 21 days from the date of submission of Invoice.	
15	17.4	16	Site not Ready	In case installation is held up by the Bank for site non-readiness, the payment may be released after 30 days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site.	If any site is found to be not ready at the time for installation, the SI will inform the same in writing to the banks HO / Central location & we suggest that the Site not ready certificate is to be issued from HO central location. In case installation is held up by the Bank for site non-readiness, the 100% payment for Product supply & OEM warranty would be released within 21 days from delivery of the equipment along with Invoices.	In case installation is held up by the Bank for site non-readiness, 90% of the payment may be released on production of Invoice & SNR Certificate and remaining 10% will be released after 30 days from the date of successful installation & operationalization of the devices. However, PO will be issued to the concerned vendor only after ascertaining site readiness.
16	26	22 & 23	Governing Laws & Jurisdiction of the Court:	The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.	Request to modify as : subject to the exclusive jurisdiction of the courts at KOLKATA/ Mumbai High Court	Clause stands as per RFP

17	Part III - 1.9	29	Scope of Work / Requirements	The selected bidder should provide onsite support at any location in India as per Annexure – J as and when required within maximum next working day from the date of complaint lodged by Bank.	Request you to please consider the clause as: The selected bidder should provide onsite support at any location in India as per Annexure – J as and when required. For Metro Cities the support should be provided within next working day & non Metro Cities within next 3 working days from the date of complaint lodged by Bank.	For Metro Cities the support should be provided within next working day & non Metro Cities within next 2 working days from the date of complaint lodged by Bank.
18	2.1	30	Delivery & installation Timeframe	Deliveries of the equipment installation and operationalization of complete solution at all locations should be made within 8 weeks from the date of purchase order.	Request you to please consider the clause as: Deliveries of the equipment to be completed with 6 - 8 weeks from the date of receipt of order by the supplied. Installation and operationalization of complete solution at all locations should be made within 8 weeks from the date of delivery of the equipment at the site.	Clause stands as per RFP
19	2.6	30	Component level checking at the time of Acceptance Test	The equipments are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test document jointly by the representatives from the Bank and the selected bidder. The component level checking for individual item may be included during the acceptance test.	Please confirm what is scope of work / activity covered under component level checking for individual item	The Bank will carry out the acceptance tests for testing hardware and peripherals, software, and other equipment supplied by the Vendor as a part of the Video Conferencing Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products work as per below mentioned point:· Successfully integration with Bank's existing

					<p>Video Conferencing System Management Server.</p> <p>Successfully integration with Bank's existing Video Conferencing System MCU.</p> <p>Successfully registration with Bank existing Gatekeeper and management server.</p> <p>Successfully testing point to point Video Conferencing with Bank existing End Point VC Camera without any Video & Voice Disturbance.</p> <p>Successfully testing multipoint video conferencing with Bank's existing MCU and End Point Camera (without any Video & Voice Disturbance. Should work seamlessly with Bank existing Video Conferencing Scopia Elite 6140 MCU, Scopia Management Server , Scopia Desktop Server, Scopia ECS Gatekeeper, Scopia PathFinder, Scopia Streaming & Recording, Scopia XT 5000 HD End Point Camear, Aethra Vega x5 Endpoint camera for doing point-to-point & multipoint video conferencing inside and outside organization without any problem.</p> <p>Dual stream Video (Sending Video and data simultaneously) should support with Bank existing Video Conferencing System.The Bank at it's discretion may modify, add or amend the acceptance</p>
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						tests as mentioned above. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.
20	4	31	Billing	The billing shall include Unit Price and taxes, as applicable, which will be paid locally by the respective Zonal Offices / Circle Offices / Department of Information Technology, Head Office for which the hardware is being purchased	Please confirm wherefrom the payment for Supply of materials & installation are going to be released. Is it centrally from HO or from Individual locations?	Payment will be released centrally from Head Office, Department of Information Technology subject to changes in future as per GST Rules.
21	Part III - 6	32	Repair/Replacement Timeframe under warranty period	During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor. This service is to be provided on all the working days of the Bank during the working hours notwithstanding the fact whether on such days the selected vendor's office remains closed or not. The entire equipment should be	Request you to modify the clause as : The entire equipment should be repaired/replaced within 3 working days for Metro Location & 5 working days for non-metro location (Resolution time). In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.	During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor. This service is to be provided on all the working days of the Bank during the working hours notwithstanding the fact whether on such days the selected vendor's office remains closed or not. The entire equipment should be repaired within 2 working days (Resolution

				repaired within 48 hours (Resolution time). In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.		time) from the date of complaint lodge for all locations. In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.
22	Part III - 8	33	Annual Maintenance Contract % of Unit Price	Annual Maintenance Contract: The Bidder is expected to provide 2 years comprehensive AMC for all the VC equipment supplied after expiry of warranty period. The AMC amount in Bill of material (BOM) has been taken for 2 years on all items to arrive at TCO and it should be within the range of 5 - 8% of the quoted unit price of the product. The AMC charges will be paid quarterly in arrears as mentioned in the payment terms.	Request you to delete the following lines: it should be within the range of 5 - 8% of the quoted unit price of the product. The AMC charges will be paid quarterly in arrears as mentioned in the payment terms.	Clause stands as per RFP
23	Part III - 9	33	Preventive Maintenance	During the warranty period as well as during the annual maintenance contract, the bidder, in addition to attending to calls for repairs/maintenance, shall conduct preventive maintenance checks for the supplied hardware items once in every three months basis and no charges shall be payable for such maintenance, including parts replaced or requiring	Request you to modify the clause as : – shall conduct preventive maintenance checks for the supplied hardware items once in every SIX months basis	Clause stands as per RFP

				replacement.		
24	Part III -12	33	Repeated Failure	If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at no cost to UCO Bank.	Request you to please delete this clause	If, during the warranty period, any system as a whole or any subsystem has any failure on five or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at no cost to UCO Bank.
25	10	46	Annex H, Technical Requirement	Minimum 1 Video Outputs: operational from day-1 Monitor / TV	Monitor / TV model details are not mentioned in Tender. Please provide relevant details	No display units are required from bidder. New VC Camera will integrate with existing TV. All existing TV have HDMI Port.
26	18	51	Annex H, Technical Requirement	Suitable wall mount / stand for HD VC Endpoint with 3 years warranty & 2 Years AMC	Wall Mount /Stand (Trolley type) required for installation of only CAMERA & Codec OR for Display unit (Customized Item). Any specification or Dimension for the same.	Bidder should provide suitable wall mount kit/stand for VC Endpoint Unit (CAMERA & Codec).
27		N. A	Battery of Remote	Battery of Remote	Battery of Remote is consumable item, and any required replacement of battery throughout 5 years has to be done by bank separately at their own arrangement, cost & expenses.	OK.
28	6	25	Eligibility Criteria for the bidder	The Bidder should have supplied and implemented minimum 20 nos. of HD Video Conferencing Units individually in at least each of the 3 organizations in India, out of which one should be PSU /	We request you to kindly accept Order Copy or Installation Report/Sign-off or Client Certificate as supporting document	Document to be submitted: Copy of Client Certificate for successful completion & commissioning/ Installation Report/Sign-off or Client Certificate as supporting

				Govt. Organization in India. Document to be submitted: Copy of Client Certificate for successful completion & commissioning		document
29	3	52 and 36	Annexure I - Commercials and 1.2.3 Commercial Evaluation	Annexure I: In case of discrepancy between figures and words, the amount in words shall prevail. L1 will be determined on TOTAL PROJECT COST FOR 5 YEARS as mentioned in Table C. 1.2.3 Commercial Evaluation: Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.	Commercial format does not have any column/ row where we are mentioning the amount in words. Kindly clarify.	Please refer revise commercial format
30	6	26		The Bidder should have supplied and implemented minimum 20 nos. of HD Video Conferencing Units individually in at least each of the 3 organizations in India, out of which one should be PSU / Govt. Organization in India.	No management for those 30 end points are required only supply, install, commission, configure and Firm Ware / software up gradation is required from the bidder. Is the understanding right.	Bidder should supply, install, commission, configure supplied HD VC Unit and also integrate with Bank existing VC system. Bidders also upgrade Firm Ware / software of supplied unit as and when released by the OEM during warranty and AMC period.

31	1.1	28		1.1 The selected bidder to supply, install, commission and configure the Video Conferencing Endpoint Units with bank's existing Video Conferencing system at 30 identified locations by the Bank as per Annexure – I with period of 5 years support service (3 years warranty + 2 years AMC).	The scope of supply, install, commission, configure and Firm Ware / software upgradation is only for those 30 equipments supplied by the bidder and not for the existing estates. Please clarify.	The scope of supply, install, commission, configure and Firm Ware / software upgradation is only for those VC endpoint unit supplied by bidder during 1 year rate contact period.
32	1.7	29		1.7 The selected bidder should provide updates and upgrades firmware of HD Video Conferencing Endpoint Units as and when released by the OEM during warranty and AMC period.	As per our understanding the mentioned scope is only for the supplied hardware by the bidder.	The selected bidder should provide updates and upgrades firmware of HD Video Conferencing Endpoint Units supplied during 1 year rate contact period as and when released by the OEM during warranty and AMC period.
33	1.11	29		1.11 The proposed Video Conferencing HD Endpoint Units should be compatible and work seamlessly with bank existing Video Conferencing system comprising of Scopia Elite 6140 MCU, Scopia Management Server, Scopia Desktop Server, Scopia ECS Gatekeeper, Scopia PathFinder, Scopia Streaming & Recording, Scopia XT 5000 HD End Point Camear, Aethra Vega x5 Endpoint camera for doing point-to-point & multipoint video conferencing inside and outside	Please provide us the version, end of support , end of sale dates for the hardware mentioned	Model Version Scopia Desktop Server 8.3.800.037 Scopia ECS Gatekeeper 8.3.0.122.0 Scopia Elite 6140 8.3.8.4 Scopia PathFinder 8.3.7.0.4 Scopia Streaming & Recording 8.3.5.36 Scopia XT5000 8.3.8.57 Above mentioned Avaya product End of sale not yet declared.

				organization without any problem.		
34	Anne xure – I	48		General	Please mention the room size in each of the locations.	100 sqft to 200 sqft (approx)
35	14 (pg15)	1		If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright	We understand that such right of making copies of the proposal is limited for evaluation of the proposal only and is not for to claim Intellectual Property Rights which are owned by the Bidder. If there is any difference in interpretation of this clause then please suggest. Further does the Bank will also pass on the information shared by Bidder while submission of its proposal to third parties, if yes, we request the Bank that such disclosure should not be allowed since the information contained in the proposal is confidential in nature and should not be disclosed to any third party.	Clause stands as per RFP

				or other intellectual property right that may subsist in the submission or Banking documents.		
36	9	14		<p>The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p>	<p>We request the bank that the bidder's liability for infringement of intellectual property rights (IPR) should be limited. i.e. "To the extent authorized, bidder will pass through to the bank any transferable indemnities provided to the bidder by bidder's vendors, if any, including any indemnities for intellectual property infringement." As for the deliverables created by bidder, our indemnity should be capped to the immediately preceding 12 months of charges collected by bidder under the order in which the liability has arisen. The bidder will not be liable nor responsible for any infringement if such infringement is caused due to use of the product not intended by bidder, modifications not made by bidder, use of bidder</p>	<p>Clause stands as per RFP</p>

					deliverable in conjunction with products not provided by bidder, etc.	
37	9	14		<p>9. The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed. The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of</p>	<p>The indemnity claimed by the Bank from the Bidder is very broad. Bidder request the following amendment in the provision: Bidder shall indemnify and keep indemnified Bank third party claims arising from damage to tangible property, loss of life, personal injury caused due to Bidder's gross negligence or willful misconduct.</p>	<p>Clause stands as per RFP</p>

				negligence or failure to fulfill obligations by the selected bidder or its employees/personnel.		
38	8	26		Any bidder, who is already debarred / blacklisted by any Bank/FI/Govt. Organization for non-performance or any other reason as on date of submission of bids is not eligible to participate.	Such declaration Bidder can give to the best of its knowledge and belief.	Clause stands as per RFP
39	17	16		Payment Terms	Modify the payment terms from arrears to monthly in advance.	Clause stands as per RFP
40	20	17		Order Cancellation	There is no defect cure period notice being given by Bank. Can the Bidder presume that such notice period would have minimum of 30 days to cure the given defects and on failure of Bidder to cure such defects will lead to termination of respective service link.	UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 30 (thirty) days' prior notice in writing and recover damages, costs and expenses etc.

41	20 (g)	17		In case, the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.	In presence of liquidated damages and penalty provisions imposed on the Bidder on its failure to deliver the services then why the Bank has imposed direct damages on the Bidder. Bank has also claimed indemnity in other parts of the RFP as well. This provision should be strike off.	Clause stands as per RFP
42	20 (h)	17		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 the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever	In presence of liquidated damages and penalty provisions imposed on the Bidder on its failure to deliver the services then why the Bank has imposed direct damages on the Bidder. Bank has also claimed indemnity in other parts of the RFP as well. This provision should be strike off.	Clause stands as per RFP
43	25.11	22		Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.	Bidder requests Bank to specify the exact nature of the audit. Bidder cannot permit any one to audit bidder's network or network equipment as it is a shared facility with other customers.	Bank at its discretion may appoint third party for auditing the VC endpoint Units supplied to the Bank.

44	3.5	31		Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.	Such penalty deduction should remain restricted to that particular link in which such failure is caused and should not traverse or set off against those links which the Bidder has successfully commissioned.	Clause stands as per RFP
45	13	33		Patent Right	We request the bank that the bidder's liability for infringement of intellectual property rights (IPR) should be limited. i.e. "To the extent authorized, bidder will pass through to the bank any transferable indemnities provided to the bidder by bidder's vendors, if any, including any indemnities for intellectual property infringement." As for the deliverables created by bidder, our indemnity should be capped to the immediately preceding 12 months of charges collected by bidder under the order in which the liability has arisen. The bidder will not be liable nor responsible for any infringement if such infringement is caused due to use of the product not intended by bidder, modifications not made by bidder, use of bidder deliverable in conjunction with products not provided by bidder, etc.	Clause stands as per RFP

46	Fall Clause	59	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</p>	<p>Every contract is signed under different circumstances and prices have been finalized on the market situation. Any such decrease in prices should not be considered and be removed from the integrity pact.</p>	<p>Clause stands as per RFP</p>
47	Annex H, Pg 46, Pt 1	Annex H, Technical Requirement	<p>The proposed video conferencing system should be standalone unit supplied with HD 1080p Codec, HD Camera, 1 Microphone, Remote & necessary accessories, and cables from day-1. The system should be capable of working on IP (H.323), SIP, minimum 1080p@30fps for transmitting &</p>	<p>The system should be capable of working on IP (H.323), SIP, minimum 1080p@60fps for transmitting & receiving both simultaneously from day-1.</p> <p>Higher frame rate per second ensure a higher quality output. This is required when any video file is played and shared in the VC. Higher frame rate refresh</p>	<p>Clause stands as per RFP</p>

			receiving both from day-1. The endpoint should be capable of working seamlessly with any OEM VC Endpoint Camera and MCU	ensures seamless video sharing. All standard OEMs have this available in their products.	
48	Annex H, Pg 46, Pt 8	Annex H, Technical Requirement	Minimum 2 no. of 10/100/1000 Ethernet ports. 1 Ethernet port conducting the video conferencing through Bank's Intranet / Private IP and another Ethernet port for conducting the video conferencing through Internet / Public IP.	Request you to amend the clause as : "Minimum 1 no. of 10/100/1000 Ethernet ports." Only one port can be used and configured for video conference. As per the existing list of infrastructure UCO Bank already has a firewall traversal device which can be used for secure calling from Bank's network to Internet. And also giving internet will raise security concern as will be exposed to internet directly.	Minimum 2 no. of port 10/100/1000 Ethernet port , RJ45 connectors.
49	Annex H, Pg 46, Pt 8	Annex H, Technical Requirement	Camera Specifications: 1080p Camera integrated or separated from codec.	Request you to amend the clause as : "1080p Camera separated from codec". Rooms are generally of varying size so if camera is separate then it provides the flexibility of implementation	Clause stands as per RFP

50	Annex H, Pg 46, Pt 11	Annex H, Technical Requirement	Minimum 2 Audio Inputs: <ul style="list-style-type: none">• 2 X Microphone Input in direct or in array.• 1 X Mini line in for PC/laptop Audio•The systems must have one standard microphone with wide coverage. The microphone should be External. Provisional for additional microphone is Essential for conference rooms and board rooms.	Request you to amend the clause as : "Minimum 2 Audio Inputs: <ul style="list-style-type: none">• 1 X Microphone Input with support for atleast 3 microphones.• 1 X Mini line in for PC/laptop Audio•The systems must have one standard microphone with wide coverage. The microphone should be External. Provisional for additional microphone is Essential for conference rooms and board rooms."	Clause stands as per RFP
51	Annex H, Pg 46, Pt 11	Annex H, Technical Requirement	Content Sharing <ul style="list-style-type: none">• The System should have capabilities for sharing data from laptop or PC•Dual stream Video (Sending Video and data simultaneously)•Dual images allow the far end to see the presentation and speaker at same time.• Dual stream Video (Sending Video and data simultaneously) should support with Bank existing Video Conferencing System.	Request you to pls add : " Request you to pls. add : "Dual Stream support to send both video and content simultaneously to the farsite at 1080p 30fps" Content is an integral part of video conferencing and it is important to mention the content resolution in addition to the video resolution."	Clause stands as per RFP
52	Add on Request			The VC Room System must have an option to support HD multipoint conferencing capabilities for up to 8 sites (1+7) in continuous presence. This feature helps is having	Initially Bidder should supply 30 nos. of VC endpoint Unit as per Scope of work in Part – IV and Technical requirements in Annexure – H. Out of 30 No. of VC endpoint Unit, two nos. of VC

			quick conferences within a small group of people without having dependency on the MCU. It also provides a backup option in case the MCU is down or unreachable.	endpoint Units should have additional facility for HD multipoint conferencing capabilities for minimum 4 sites (1+3). The Bidder should also supply two additional microphones (Total - 30+2).
53	Add on Request		The VC Room System must support local conference recording (up to 1080p resolution). The file must be recorded in a standard format, compliant with common multimedia PC/Mac players. This feature is highly recommended since it provides an option to record the conferences locally without dependency on the central recording server.	No addition.
54	Additional		Request you to pls. add : "OEM should be present in the Leaders Quadrant latest Gartner Magic Quadrant for respective product/technology." Gartner is an independent body providing information technology related insight for IT and other business leaders located across the world. They annualize OEMs for various categorize them. So an OEM in leaders quadrant will help identify best of product and service	No addition.

Sr. No.	Clause No.	Page No.	Clause Heading	RFP Specification	Modified Clause
1	17.4	16	Site Ready not	In case installation is held up by the Bank for site non-readiness, the payment may be released after 30 days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site.	In case installation is held up by the Bank for site non-readiness, <u>90% of the payment may be released on production of Invoice & SNR Certificate and remaining 10% will be released after 30 days from the date of successful installation & operationalization of the devices.</u> <u>However, PO will be issued to the concerned vendor only after ascertaining site readiness.</u>
2	Part III - 1.9	29	Scope of Work / Requirements	The selected bidder should provide onsite support at any location in India as per Annexure – J as and when required within maximum next working day from the date of complaint lodged by Bank.	The selected bidder should provide onsite support at any location in India as per Annexure – J as and when required within maximum within <u>next working day for Metro Cities & 2 working days for non-Metro Cities within</u> next from the date of complaint lodged by Bank.
3	4	31	Billing	The billing shall include Unit Price and taxes, as applicable, which will be paid locally by the respective Zonal Offices / Circle Offices / Department of Information Technology, Head Office for which the hardware is being purchased	<u>Payment will be released centrally from Head Office, Department of Information Technology subject to changes in future as per GST Rules.</u>

4	Part III - 6	32	Repair/Replacement Timeframe under warranty period	During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor. This service is to be provided on all the working days of the Bank during the working hours notwithstanding the fact whether on such days the selected vendor's office remains closed or not. The entire equipment should be repaired within 48 hours (Resolution time). In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.	During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor. This service is to be provided on all the working days of the Bank during the working hours notwithstanding the fact whether on such days the selected vendor's office remains closed or not. The entire equipment should be repaired within <u>2 working days</u> (Resolution time) from the date of complaint lodge for all locations. In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.
5	Part III -12	33	Repeated Failure	If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at no cost to UCO Bank.	If, during the warranty period, any system as a whole or any subsystem has any failure on <u>five or more</u> occasions in a period of 3 months, it shall be replaced by equivalent new equipment by the Vendor at no cost to UCO Bank.

6	6	25	Eligibility Criteria for the bidder	<p>The Bidder should have supplied and implemented minimum 20 nos. of HD Video Conferencing Units individually in at least each of the 3 organizations in India, out of which one should be PSU / Govt. Organization in India.</p> <p>Document to be submitted: Copy of Client Certificate for successful completion & commissioning</p>	<p>The Bidder should have supplied and implemented minimum 20 nos. of HD Video Conferencing Units individually in at least each of the 3 organizations in India, out of which one should be PSU / Govt. Organization in India.</p> <p>Document to be submitted: <u>Copy of Client Certificate for successful completion & commissioning/ Installation Report/Sign-off or Client Certificate as supporting document</u></p>
7	25.11	22		Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.	<u>Bank at its discretion may appoint third party for auditing the VC endpoint Units supplied to the Bank.</u>
8	Add-On under scope of work 1.17				Initially Bidder should supply 30 nos. of VC endpoint Unit as per Scope of work in Part – IV and Technical requirements in Annexure – H. Out of 30 No. of VC endpoint Unit, two nos. of VC endpoint Units should have additional facility for HD multipoint conferencing capabilities for minimum 4 sites (1+3). The Bidder should also supply two additional microphones (Total - 30+2).
9	17.3	16	Payment Terms for AMC portion	The AMC amount to be paid towards facilities of AMC as mentioned below to be paid quarterly at the end of each quarter on pro-rata basis.	The AMC amount to be paid towards facilities of AMC as mentioned below <u>quarterly in arrears at the end of each quarter.</u>

	c, Pt 8	46	Technical Requirement	Minimum 2 no. of 10/100/1000 Ethernet ports. 1 Ethernet port conducting the video conferencing through Bank's Intranet / Private IP and another Ethernet port for conducting the video conferencing through Internet / Public IP.	<u>Minimum 2 no. of port 10/100/1000 Ethernet port, RJ45 connectors.</u>
10	Annexure k & L	51 & 52	Technical and Commercial BOM	Technical and Commercial BOM	<u>Modified Technical and Commercial BOM</u>

Technical BOM

HD Video Conferencing Endpoint Units as per Annexure- H & Scope of Work			
Sl. No.	Item Description	Make / Model & Part No.	Qty.
1	HD Video Conferencing End points unit as annexure H with 3 years warranty & 2 Years comprehensive AMC		28
2	HD Video Conferencing End points unit as annexure H with additional facility for multipoint conferencing capabilities for minimum 4 (1+3) site in continuous presence with 3 years warranty & 2 Years comprehensive AMC		2
3	Suitable wall mount / stand for HD VC Endpoint with 3 years warranty & 2 Years comprehensive AMC		30
4	HD Video Conferencing End points additional Microphone with cables for conference room/board room with 3 years warranty & 2 Years comprehensive AMC		2

Note:

1. Detailed specifications of hardware, Components as above to be attached separately in the Technical Bid.
2. All supplied items/product should be 3 years warranty & 2 Years comprehensive AMC.
3. If any of the features mentioned in Annexure – H & Scope of Work requires licence, the same should be included as part of the Bill of Materials (BOM) and commercials.

Commercial BOM

HD Video Conferencing Endpoint Units as per Annexure- H & Scope of Work in Part-IV								TABLE A
Sl. No.	Item Description	Make / Model & Part No.	Qty.	Unit Price including 3 years warranty	% Taxes	Taxes	Unit Price including 3 years warranty and taxes (Rs.)	Total Price 3 years warranty and taxes (Rs.)
1	HD Video Conferencing End points unit as annexure H with 3 years warranty & 2 Years comprehensive AMC		28					
2	HD Video Conferencing End points unit as annexure H with additional facility for HD multipoint conferencing capabilities for minimum 4 (1+3) site in continuous presence with 3 years warranty & 2 Years comprehensive AMC		2					
3	Suitable wall mount / stand for HD VC Endpoint with 3 years warranty & 2 Years comprehensive AMC		30					
4	HD Video Conferencing End points additional Microphone with cables for conference room/board room with 3 years warranty & 2 Years comprehensive AMC		2					
Sub Total (A)								

HD Video Conferencing Endpoint Units as per Annexure- H & Scope of Work in Part-IV (Comprehensive AMC)										TABLE B
Sl. No.	Item Description	Make / Model & Part No.	Qty	AMC for 4th Year			AMC for 5th Year			Total AMC cost with taxes (4th+5th years AMC)
				Unit rate	Taxes	AMC cost with taxes	Unit rate	Taxes	AMC cost with taxes	
1	HD Video Conferencing End points unit as annexure H with 3 years warranty & 2 Years AMC		28							
2	HD Video Conferencing End points unit as annexure H with additional facility for HD multipoint conferencing capabilities for minimum 4 (1+3) site in continuous presence with 3 years warranty & 2 Years AMC		2							
3	Suitable wall mount / stand for HD VC Endpoint with 3 years warranty & 2 Years AMC		30							
4	HD Video Conferencing End points additional Microphone with cables for conference room/board room with 3 years warranty & 2 Years comprehensive AMC		2							
Sub Total (B)										

CONSOLIDATION TABLE C		
Sl no	Details	Total Cost
1	Cost of Video Conferencing Endpoint Unit (TABLE A) A	
2	Comprehensive AMC for Video Conferencing Endpoint Unit (TABLE B) B	
3	TOTAL PROJECT COST FOR 5 YEARS $C=(A+B)$	

Total project cost for 5 years: (in Word)

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail. L1 will be determined on TOTAL PROJECT COST FOR 5 YEARS as mentioned in Table C.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Note: All other terms and conditions, clauses of the subject RFP remain unchanged. The reply to pre bid queries & changes in the RFP clause mentioned herein above will be part & parcel in the RFP.