



UCO BANK

Department of Information Technology

Request for Proposal (RFP) For “Request for Proposal (RFP) For Rate Contract for Supply, Installation and Maintenance of 100 nos. of VSATs for providing Connectivity to branches/ATMs/e-Lobby

RFP Ref. No.: UCO/DIT/2128/2016-17 Date: 08/02/2017”

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

SL No	Page no	Section/Clause No.	Description	Description of Query/ Clarification sought by Bidder	Bank Response
1	23	IV Scope of Work	4.14 The Bidder shall arrange road permit for the locations applicable at no extra cost to the Bank.	Road permits should be an additional cost to the Bank, as provided by the bidder. Kindly confirm.	Clause stands as per RFP.
2	26	2. Schedule of Implementation	The selected bidder to ensure of end to end completion of Rate Contract for supply, Installation of 100 nos. of VSATs for providing connectivity to branches/ATMs/eLobbies as per the 'Scope of Work' mentioned herein above within four weeks from the date of issuance of LOI/Purchase Order.	The formal contract should be signed before the execution starts. Please confirm.	Bank will issue PO to L1 bidder. Based on PO execution will start, however formal contract signing will be done without any delay.
3	26	3. Compliance with all Applicable Laws	"The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force..."	<u>Request bank to include below stated clause</u> "Compliance with all Applicable Laws -The selected bidder shall undertake to observe, adhere to, abide by, and comply with and notify the Bank about all laws in force ..."	Clause stands as per RFP.

4	27	4. Performance Bank Guarantee	The Selected bidder, within 15 days from the date of each purchase order will have to furnish a Performance Bank Guarantee, format as Annexure - D, issued by any scheduled commercial bank equal to 10% of the order value valid for 39 months from the date of purchase order.	PBG can be provided for one year at a time by our Banker and the same can be renewed on yearly basis as per the contract requirement. Please confirm.	Clause stands as per RFP																												
5	28	5.6 Delivery, Installation & Commissioning	In case the delivery or installation is delayed beyond the above schedule, a penalty of 1% of the order value of the undelivered material for each calendar week of delay or part thereof, subject to a maximum of 10% of the total order value will be imposed and deducted from the bill amount.	Penalty is very high. Request Bank to amend it as 0.1% per week with a maximum cap of 10% of the undelivered portion.	Clause stands as per RFP.																												
6	29	9. Termination Uptime	"The Bank reverses the right either to cancel the entire order placed on the selected bidder or to accept performance already made by the bidder."	<u>Request bank to include below stated clause</u> "the Bank, subject to a cure period of 30 days reverses the right either to cancel the entire order placed on the selected bidder or to accept performance already made by the bidder."	Please refer to Termination clause in RFP and in the Corrigendum attached with the Pre-bid reply.																												
7	29	9. Uptime	<table><tr><th>Uptime</th><th>% of payment of link</th></tr><tr><td>99.5% or more</td><td>100%</td></tr><tr><td><99.5% to >=99.3%</td><td>90%</td></tr><tr><td><99.3% to >=99.1%</td><td>80%</td></tr><tr><td><99.1% to >=98.9%</td><td>70%</td></tr><tr><td><98.9% to >=98.7%</td><td>60%</td></tr><tr><td><98.7% to >=98.5%</td><td>50%</td></tr><tr><td>Less than 98.5%</td><td>Nil</td></tr></table>	Uptime	% of payment of link	99.5% or more	100%	<99.5% to >=99.3%	90%	<99.3% to >=99.1%	80%	<99.1% to >=98.9%	70%	<98.9% to >=98.7%	60%	<98.7% to >=98.5%	50%	Less than 98.5%	Nil	<table><tr><th>Uptime</th><th>% of payment of link</th></tr><tr><td>99.3% or more</td><td>100%</td></tr><tr><td><99.3% to >=99.1%</td><td>90%</td></tr><tr><td><99.1% to >=98.9%</td><td>80%</td></tr><tr><td><98.9% to >=98.7%</td><td>70%</td></tr><tr><td><98.7% to >=98.5%</td><td>60%</td></tr></table>	Uptime	% of payment of link	99.3% or more	100%	<99.3% to >=99.1%	90%	<99.1% to >=98.9%	80%	<98.9% to >=98.7%	70%	<98.7% to >=98.5%	60%	Clause stands as per RFP.
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				Less than 98.5%	Nil	<u>Request bank to</u>	
				<u>include below stated clause</u>			
8	29	10. Liquidated Damage	"10.1 In case the delivery & installation per site is delayed beyond the scheduled time from the effective date, —Liquidated Damage for Late Delivery & Installation will be one percent (1%) of the each VSAT cost for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount.	Request bank to cap the LD value to 10% of undelivered portion only.			Clause stands as per RFP.
9	30	10.1 Liquidated Damages	In case the delivery & installation per site is delayed beyond the scheduled time from the effective date, —Liquidated Damage for Late Delivery & Installation will be one percent (1%) of the each VSAT cost for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount.	It is not ok to define the week as calendar week. We suggest Bank to define it as 7 completed days of delay as one week. Please confirm.			Clause stands as per RFP.
10	30	10.2 Liquidated Damages	If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions of the bid document, the Bank reverses the right either to cancel the entire order placed on the selected bidder or to accept performance already made by the bidder. The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.	Does it mean that Bank has the right to return the delivered hardware? If it is so, then it is not acceptable since most of the equipments shall be imported against advance payment to multiple OEMs for this project and which may create a huge loss for the company.			Clause stands as per RFP.
11	31	12. Contract Period	Period of the contract is three years from the date of acceptance of the first Purchase Order/LOI. The commercials quoted by the bidders should be valid for a period of 1(one) year from the closing date of the bid. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to	Termination can be under the termination clause with 60 days prior notice. It should not be for convenience. Please confirm.			Please refer to Termination clause in RFP and in the Corrigendum attached with the Pre-bid reply.

			terminate the contract at its sole discretion by giving One month notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.		
12	31	14. Completeness of the Project	The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section –Scope of Work of this document are not achieved.	It appears to be a clause for "fitment of purpose". Contractor's scope should be limited to the RFP requirement not for the complete fulfillment of Bank's objective which is beyond RFP Scope. Please confirm.	Bidder should complete the project as per scope of work, technical requirement and other terms & condition as per RFP only.
13	31	12. Contract Period:	"...the Bank reserves the right to terminate the contract at its sole discretion by giving One month notice without assigning any reasons..."	A short-closure charge for Services' fees for twelve (12) months shall be imposed.	No addition of such charges.
14	31	11. Force Majeure	".....Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics..."	<u>Request bank to include below stated clause</u> ".....Natural phenomenon, including but not limited to floods, droughts, transponder failure, earthquakes and epidemics..."	Please refer to Corrigendum.
15	31	11. Force Majeure	"...Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination..."	<u>Request bank to include below stated clause</u> "...Any delay beyond 30 60 days shall lead to termination of contract by mutual consent of the parties and all obligations expressed quantitatively shall be calculated as on date of termination..."	Clause stands as per RFP.
16	32	13. Service Level Agreement	The selected bidder will be required to sign the Service Level Agreement and Non-Disclosure Agreement with the Bank within 15 days of the acceptance of the LOI/Purchase Order.	LD must start from signing of the SLA, not from the date of PO/LOI as they are not binding. Please confirm.	Clause stands as per RFP.
17	32	16. Order Cancellation	UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:- · The selected bidder commits a breach of any of the terms and conditions of the bid. · The bidder goes into liquidation, voluntarily or otherwise.	Contractor should not be liable for the recovery by Bank. Request Bank to delete this clause since Bank is the paying Authority, not the recovery authority. Please confirm.	Clause stands as per RFP.

		<ul style="list-style-type: none"> · An attachment is levied or continues to be levied for a period of seven days upon effects of the bid. · If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay. · If deductions of account of liquidated damages exceeds more than 10% of the total contract price. · In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder. · 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 for any reason, the contract is cancelled. · UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract. 		
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18	32	16. Order Cancellation	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 for any reason, the contract is cancelled.	This clause may be applicable for non-performance with grace period/arbitration etc. but "not for ANY REASON". Request Bank to remove "ANY REASON" from here.	Clause stands as per RFP
19	32	15. Acceptance by the Bank	15.1 The Bank will accept the VSAT Equipment on successful completion of acceptance test after the equipment is installed at the site. Unsatisfactory performance of equipment may result in the Bank's rejection of entire order. 15.2 The Acceptance Test shall be as per the comprehensive —Acceptance Test Plan document to be prepared jointly by the bidder and the Bank which shall contain various tests to be performed for acceptance of the solution offered by the bidder. 15.3 On the evaluation of the Acceptance Test results and if required in view of the performance of the solution, as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of the solution or of any component there under, including replacement thereof, at no additional cost to the Bank, to ensure that the solution meets the requirements of the Bank as envisaged in the Tender Document.	Request Bank to define the criteria upfront since there is right to cancel the order.	Successful Installation of VSAT equipment means branch link establishment and working of CBS (Finacle) and non CBS application (Webmail, IRPS, UCO online etc.). The same is to be certified by the Branch.

20	32	16. Order Cancellation	"If deductions of account of liquidated damages exceeds more than 10% of the total contract price."	Request bank to cap the LD value to 10% of undelivered portion only .	Clause stands as per RFP.
21	32	16. Order Cancellation	"...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..." –	The maximum exposure should not exceed the total contract value. Please confirm.	Bidder's aggregate liability shall not exceed the total cost of project.
22	32	15. Acceptance by the Bank	"Unsatisfactory performance of equipment may result in the Bank's rejection of entire order."	<u>Request bank to include below stated clause</u> "Unsatisfactory performance of equipment in breach of service level standards may result in the Bank's rejection of entire order."	Clause stands as per RFP.
23	32	16. Order Cancellation	"UCO BANK reserves the right to cancel the contract placed on the selected bidder subject to a cure period of 30 days, where remedy is possible, and recover expenditure incurred by UCO BANK under the following circumstances ..."	<u>Request bank to include below stated clause</u> "UCO BANK reserves the right to cancel the contract placed on the selected bidder subject to a cure period of 30 days, where remedy is possible, and recover expenditure incurred by UCO BANK under the following circumstances ..." Bank to specify what expenditure is contemplated - bidder's business to assess such expenditure	Clause stands as per RFP.
24	33	17. Indemnity	Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of	<u>Request bank to remove below stated clause</u> "...(ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor..."	Clause stands as per RFP.

			the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor		
25	34	17. Indemnity	<p>The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> - Non-compliance of the vendor with Laws / Governmental Requirements - IP infringement - Negligence and misconduct of the Vendor, its employees, and agents - Breach of any terms of RFP, Representation - Act or omission in performance of service. 	<p><u>Request bank to remove below stated clause</u></p> <p>"The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> o Non-compliance of the vendor with Laws / Governmental Requirements o IP infringement o Negligence and misconduct of the Vendor, its employees, and agents o Breach of any terms of RFP, Representation o Act or omission in performance of service." 	Clause stands as per RFP.
26	34	17. Indemnity	<p>"The vendor shall not indemnify the Bank for</p> <ul style="list-style-type: none"> (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim ." 	<p><u>Request bank to remove below stated clause</u></p> <p>"The vendor shall not indemnify the Bank for</p> <ul style="list-style-type: none"> (i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim ." 	Clause stands as per RFP.
27	35	22. Penalty for Default in Delivery	If the Bidder does not deliver the VSATs as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by Bank, Bank shall impose a penalty @1% of the total value of the Purchase Order for each week's delay subject to a maximum of 10% of the total value of the Purchase Order, without prejudice to any other right or remedy available	LD should be applicable on the undelivered portion not on the total contract value which should also be capped at 10% of the undelivered portion. Please amend the clause accordingly.	Refer to RFP clause Liquidated Damage of Part V

			under the Purchase Order. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Bank will have the right to cancel the order.		
28	35	24. Right to Alter Quantities	The requirement of the VSATs is currently only 100 Nos. However, Bank may place the order for the additional VSATs at the agreed unit rate for line items as mentioned in the commercial format i.e Annexure- K during the period of one year.	There should be a cap like 25% to 100% but should not be uncapped since the contract is valid for one year. Please amend this accordingly.	Refer to Part IV - Scope of Work.
29	35	22. Penalty for default in delivery	If the Bidder does not deliver the VSATs as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by Bank, Bank shall impose a penalty @1% of the total value of the Purchase Order for each week's delay subject to a maximum of 10% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Bank will have the right to cancel the order.	Please confirm as it's repletion of Cl. 5.6 and Cl. 10 – which is applicable?	Refer to RFP clause Liquidated Damage of Part V
30	35	22. Penalty for default in delivery	If the Bidder does not deliver the VSATs as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by Bank, Bank shall impose a penalty @1% of the total value of the Purchase Order for each week's delay subject to a maximum of 10% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Bank will have the right to cancel the order.	Cure period for cancellation of contract shall be 30 days.	Cure period for cancellation of contract will be of 30 days.

31	36	25. Resolution of Dispute	" The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document"	Kindly request New Delhi to be the preferred venue for arbitration and jurisdiction of courts	Clause stands as per RFP.
32	37	26. Exit Option and Contract Re-Negotiation	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.	Contract prices shall be derived from competitive bidding and hence there should not be any further re-negotiation during the contract period. Please confirm.	Clause stands as per RFP.
33	37	26. Exit Option and Contract Re-Negotiation	"The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality."	This clause is not acceptable and re-negotiation may impact revenue/profitability of the contract.	Clause stands as per RFP.
34	41	31. Limitation of Liability (wrongly numbered should be 33)	"c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order."	<u>Request bank to remove below stated clause</u> "c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order."	Clause stands as per RFP.
35	55	ANNEXURE G – DEED OF INDEMNITY	<p>"...Vendor shall be responsible for any loss of life, etc. due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk..."</p> <p>"Vendor should take full responsibility for its and its employee's actions. The vendors should indemnify the UCO Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> o Non-compliance of the vendor with Laws / Governmental Requirements o Negligence and misconduct of the Vendor, its employees, and agents o Breach of any terms of RFP, 	<u>Request bank to remove below stated clause</u> <p>"...Vendor shall be responsible for any loss of life, etc. due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk..."</p> <p>"Vendor should take full responsibility for its and its employee's actions. The vendors should indemnify the UCO Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> o Non-compliance of the vendor with Laws / Governmental Requirements o Negligence and misconduct of the 	Clause stands as per RFP.

			Representation or Warranty o Act or omission in performance of service."	Vendor, its employees, and agents e Breach of any terms of RFP, Representation or Warranty e Act or omission in performance of service."	
36	60	Technical bid Template (13) Annexure I	13. The bidder needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance of the equipment are the bidder's responsibility and Bank will not be responsible for voltage fluctuation, UPS burnt short circuit, any etc. or otherwise. The bidder also has to arrange for the necessary insurance for the equipment installed at branch premises/ATMs/e-lobby.	Request Bank to allow the bidder to provide the insurance till delivery of the equipment. Once the equipment gets delivered, ownership of the equipment gets transferred to the Bank however the contractor shall be liable to warranty and technical support for the whole contract period as per the RFP. Please confirm.	The bidder has to provide insurance of the equipments till the delivery of the same at the Bank's desired location.
37	65	Commercial Bid Annexure-K	<ul style="list-style-type: none"> All quoted prices should be inclusive of applicable taxes. Bank will not be party to any tax liability in respect of the above items/services. It will be the sole responsibility of the vendor to satisfy the tax authorities. All above items should have 3 years warranty and support service from the date of completion of work. Present Rate of Sales tax/VAT/Service tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable sales tax/VAT/Service tax ruling at the time of actual delivery of service/implementation and resultant billing. 	These two clauses are contradictory. We understand that prices should be exclusive of taxes whether the existing or any new tax slab due to GST that shall be payable by the Bank. Please confirm.	<p>The price quoted should be inclusive of all applicable taxes/cess and will not change due to exchange fluctuations, inflation, market conditions, etc.</p> <p>However, Service Tax will be paid by Bank as per actual on production of receipt. In future if Govt. will replace service TAX with any other TAX structure, Bank will pay the same as per actual.</p>
38	28 32	6. Payment Terms 15. Acceptance by the Bank	6. Payment Terms: 90% of the value of VSAT equipment with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory	<p>We suggest that 80% of the Hardware value should be paid on delivery and balance 20% on the installation & commissioning.</p> <p>Please confirm that Bank wants to run a pilot site on the starting of the project and once it is accepted, then overall supply for the</p>	Successful Installation of VSAT equipment means branch link establishment and working of CBS (Finacle) and non CBS application (Webmail, IRPS, UCO online etc.). The same is to be certified by the Branch.

			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 1 month successful running. 15.1 Acceptance by the Bank: The Bank will accept the VSAT Equipment on successful completion of acceptance test after the equipment is installed at the site. Unsatisfactory performance of equipment may result in the Bank's rejection of entire order.	VSATs shall be done. Please confirm.	
39	32 & 38	16. Order Cancellation and 28. Termination	Both are termination clauses	Kindly request Bank to clarify the distinction between the clauses.	Both the clauses are self-explanatory.
40	N/A	Additional Clause	To introduce "Site Not Ready Clause"	Request Bank to introduce "Site Not Ready" clause. Bank shall pay the Hardware charges if site is not ready even after 7 days of the Hardware supply and the same site shall be considered as deemed installed. Please confirm.	No addition
41	N/A	Additional Clause	Delay in Payment	If there is a delay in payment for more than 15 days, Bank shall be liable to pay 18% interest on the outstanding amount. Please confirm.	No addition
42	N/A	Additional Clause	I. EXPORT CONTROLS (to be included in all hardware supply contracts)	1. It is expressly agreed that the execution of this Agreement and all activities (including the delivery of equipment and/or services) under this Agreement will be subject and conducted in compliance with all applicable export controls and economic sanction laws and regulations imposed or administered by (i) the United States and (ii) Customer's home jurisdiction (collectively "Trade Controls"). Thus, Customer warrants that it shall not, directly or indirectly, use, sell, provide, export, re-export, transfer, divert, loan, lease, consign to or otherwise dispose of any products, software, source code, technology (including products derived	No addition

				from or based on such software, source code or technology) or services received from the Equipment Provider to any person, entity, end-user or destination prohibited by such Trade Controls without obtaining any required government authorization.	
43	N/A	Additional Clause	I. EXPORT CONTROLS (to be included in all hardware supply contracts)	2. It is also understood that the Equipment Provider and its personnel will not provide technical support or other services (directly or indirectly) to any non-U.S. military or paramilitary organization without obtaining appropriate government authorization. Customer certifies that it will notify the Equipment Provider, in advance, if it intends to seek any technical support or service on behalf of a non-U.S. military or paramilitary organization. Before providing any such technical support or services, the Equipment Provider will seek appropriate government approvals. Customer agrees to provide, the Equipment Provider, with any information reasonably requested by the Equipment Provider in connection with its efforts to obtain any such export licenses or otherwise compliance with the applicable Trade Controls.	No addition
44	N/A	Additional Clause	I. EXPORT CONTROLS (to be included in all hardware supply contracts)	3. The Equipment Provider's performance obligations, under this Agreement, are expressly contingent upon and subject to obtaining and maintaining any and all necessary government approvals or exceptions required under the applicable Trade Controls. Notwithstanding any other provision of this Agreement, the Equipment Provider shall not be required to perform any act or obligation under this Agreement that would be prohibited or would otherwise subject the Equipment Provider to a substantial risk of material fines, penalties or other adverse consequences under any applicable Trade Controls. Further, the Equipment Provider shall be entitled to take any action reasonably necessary to ensure	No addition.

				compliance with, or avoid material fines, penalties or other adverse consequences under such applicable Trade Controls. The obligations stated herein shall survive the expiration, cancellation or termination of this Agreement or any other related agreement/contract.	
45	N/A	Additional Clause	I. Termination Rights of Bidder (Preferable)	<p>The Bidder reserves the right to cancel the contract in the following events:</p> <ul style="list-style-type: none"> •If the Bank is in breach of any obligation under this Agreement. •If the Bank fails to make the payment of invoices within 30 days of receipt of such invoice. •If the Bank is declared bankrupt or insolvent by a court of competent jurisdiction or, any winding-up or analogous proceedings are admitted in respect of either Party and are not discharged within sixty (60) days 	No addition
46	N/A	Additional Clause	Hardware Order and Bandwidth Order for correct Book Keeping	<p>Ordering of Hardware and Services should be allowed on two companies if one company is 100% subsidiary of another company. This is essential for correct book keeping. In case Hughes is eligible for order placement it would request the following to the Bank.</p> <p>Hardware Charges to be placed on HCIL COMTEL LTD., 1 Shivji Marg, Westend Greens, New Delhi-110038 and Recurring Services/ Bandwidth to be placed on Hughes Communications India Ltd., Plot No 1, Sector-18, Electronic City, Gurgaon-122015. HCIL COMTEL is 100% subsidiary of HCIL.</p>	If required, Bank will issue two PO for Hardware and Bandwidth to L1 bidder.
47	8	2. Objectives	In order to meet the connectivity requirements for branches/ATM, the Bank proposes to invite tenders from Telecom Regulatory Authority of India (TRAI)- approved VSAT service providers/OEMs (hereinafter referred to	<p>Can you please clarify on the requirement of Support period:</p> <p>As per RFP Clause 2. Objectives: Bidder has to provide Warranty for 3 years.</p> <p>As per RFP Clause Part - IV Scope of Work - Bidder has to provide Support Service for 5</p>	Please refer to RFP clause "Scope of Work" in Corrigendum.

			as —BidderII) to undertake supply, installation, maintenance of 100 nos. of VSATII as per details listed out in this document with 3 Year Warranty and support service . Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need, respond.	years. As per RFP Clause 12. Contract Period: Period of the contract is three years from the date of acceptance of the first Purchase Order/LOI. As per RFP clause 21. Warranty & Maintenance: comprehensive on-site warranty and support service for 36 months is required.	
48	22	Part - IV Scope of Work	The scope of services for Supply, Installation & maintenance of 100 Nos. of VSAT with support service for the period of 5 years is as follows:	Kindly clarify if bank is asking for 2 years AMC post warranty period? If AMC of two years is required, then request bank to provide more details as well as add new line item in Commercial Bid.	Total project for 3 years with comprehensive on-site warranty and support service. No AMC.
49	31	12. Contract Period:	Period of the contract is three years from the date of acceptance of the first Purchase Order/LOI. The commercials quoted by the bidders should be valid for a period of 1(one) year from the closing date of the bid.		
50	35	21. Warranty & Maintenance	The successful bidder shall provide comprehensive on-site warranty and support service for 36 months with back to back arrangements with the respective OEM from the date of installation.		
51	9	3. Eligibility Criteria	4. The bidder should have deployed Ku Band VSAT System in at least one Scheduled Commercial Bank in India with minimum 100 VSATs.	Kindly confirm whether deployment in Nationalized bank will also qualify for this requirement.	Nationalized Banks also fall under Scheduled Commercial Banks.
52	13	6. Pre Bid Meeting	The queries for the Pre-bid Meeting should be reached in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.calcutta@ucobank.co.in/hodit.network@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. The Pre-	We request the Bank to allow atleast 3 weeks' time for submission of bid from the date for publishing of pre bid queries / amendments to the RFP.	Clause stands as per RFP.

			Bid Meeting date is 16/02/2017 at 11:30 AM.		
53	16	20. Indemnity	The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.	Kindly confirm that the total liability of the selected bidder shall not exceed the total cost of the order value is applicable to all the indemnifications clause mentioned in the RFP.	Bidder aggregate liability shall not exceed the total cost of project.
54	18	23. Documents constituting the Bid	The Eligibility/Technical bid must be made in an organized and structured manner in the following form:	We understand that below documents may not be required at the time of bid submission. Kindly confirm: h. Performa for Deed of Indemnity (Annexure – G) - Not required as it is to be submitted after award of contract. i. Pre-bid Query Format (Annexure –H) - Not required as it is already being submitted at the time of pre bid queries submission.	Since pre-bid query format has already been submitted, annexure-H needs not to be submitted with the bid document.
55	22	Part - IV Scope of Work	4.2 Initially 30 nos. of VSATs with 1 Mbps (1:1) Pool bandwidth required to be provided. Within one year as per requirement bank may place additional order(s) in phases.	Request bank to clarify if the service period of 5 years will be based on the implementation of first phase or will it be per site bases for 5 years.?	Please refer to Corrigendum.
56	25	Part - IV Scope of Work	4.29 The Bidder shall provide location wise uptime and bandwidth utilization report on monthly basis.	Request bank to change the duration of uptime and bandwidth utilization report on monthly basis to quarterly basis as the payments are on Quarterly basis.	Clause stands as per RFP.
57	26	Part-V 1. Order details	The LOI/purchase order will be placed by Bank Head Office, DIT in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.	We request bank to allow bidder to bid in consortium. Also request bank to allow the following: <ul style="list-style-type: none"> • Bidding in consortium. • Two separate Purchase Orders (PO) will be issued in phases / lots by Bank to the Consortium Partners for Equipment Rental and Bandwidth Rental. (Lead bidder shall be responsible for entire scope of work). • Two separate invoices shall be raised from Consortium Partners for Equipment Rental and Bandwidth Rental. • Separate payment shall be made by bank 	Clause stands as per RFP.

				to Consortium Partners against the invoices raised by them. <i>(Under the managed services model, the complete hardware and bandwidth will be provided by the vendor only. In many cases, Hardware and Bandwidth are supplied and managed by two different companies for operational convenience. Hence, in case the L1 bidder has the above arrangement, two different agreements will be signed by the Bank mentioning the terms and conditions in both agreements separately and two separate Purchase Orders will be issued by the Bank.)</i>	
58	27	4. Performance Bank Guarantee	The Selected bidder, within 15 days from the date of each purchase order will have to furnish a Performance Bank Guarantee, format as Annexure - D, issued by any scheduled commercial bank equal to 10% of the order value valid for 39 months from the date of purchase order.	Kindly allow bidder to submit the PBG for the period of one year and to be renewed every year till the expiry of the contract.	Clause stands as per RFP.
59	27	5. Delivery, Installation and commissioning	5.1 The Selected Bidder must undertake to complete the work mentioned under 'Scope' within 4 weeks from the date of the Purchase Order for non-road permit area, 6 weeks for road permit area. Arrangement of road permit is sole responsibility of the bidder. However, Delivery schedule may be changed under special circumstances at the discretion of the Bank.	Request bank to modify the clause as under: "5.1 The Selected Bidder must undertake to complete the work mentioned under 'Scope' within 10 weeks from the date of the Purchase Order for non-road permit area, 12 weeks for road permit area. Arrangement of road permit is sole responsibility of the bidder. However, Delivery schedule may be changed under special circumstances at the discretion of the Bank."	Clause stands as per RFP.
60	28	6. Payment Terms	Bank will make the payment subject to signing of the contract as follows: • 90% of the value of VSAT equipment with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory	Request bank to also include site not ready clause as part of payment terms: "In case site is not installed for 30 days after delivery of material due to reason attributable to Bank. The bank shall release the payment due towards the price of equipment."	Clause stands as per RFP.

			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 1 month successful running.																		
61	29	9. Uptime	<p>Network Link uptime for Hub & per site on monthly basis</p> <table><tr><th>Uptime</th><th>% of payment of link</th></tr><tr><td>99.5% or more</td><td>100%</td></tr><tr><td><99.5% to >=99.3%</td><td>90%</td></tr><tr><td><99.3% to >=99.1%</td><td>80%</td></tr><tr><td><99.1% to >=98.9%</td><td>70%</td></tr><tr><td><98.9% to >=98.7%</td><td>60%</td></tr><tr><td><98.7% to >=98.5%</td><td>50%</td></tr><tr><td>Less than 98.5%</td><td>Nil</td></tr></table> <p>Below 98.50%, the penalty amount shall be equal to cost of Pool Bandwidth for HUB location and Link management cost for branch location for one calendar month. Bank also reserves the right to cancel the contract and may invoke Performance Bank guaranty. Bidder should resolve/up any site within 24 hours from time for call log, down due to equipment/hardware at site. Non-compliance of this, penalty will be of one percent (1%) of the link per site management for each hour during warranty period.</p>	Uptime	% of payment of link	99.5% or more	100%	<99.5% to >=99.3%	90%	<99.3% to >=99.1%	80%	<99.1% to >=98.9%	70%	<98.9% to >=98.7%	60%	<98.7% to >=98.5%	50%	Less than 98.5%	Nil	<p>Penalty on cost of Pool Bandwidth for HUB Location shouldn't be linked with per site uptime, also request bank to set a maximum cap on penalty for per site uptime as below: Maximum Penalty imposed will be 5% of Link Management Cost for Branch Location for one calendar month. Also Please modify the requirement as, "Bidder should resolve any site, down due to equipment/hardware failure at site within 24 hours from time for call log excluding travelling time to reach the location."</p>	Clause stands as per RFP.
Uptime	% of payment of link																				
99.5% or more	100%																				
<99.5% to >=99.3%	90%																				
<99.3% to >=99.1%	80%																				
<99.1% to >=98.9%	70%																				
<98.9% to >=98.7%	60%																				
<98.7% to >=98.5%	50%																				
Less than 98.5%	Nil																				
62	31	11. Force Majeure	Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or THE BANK as the case may be which they could not foresee or with a reasonable amount of	Request bank to also include Satellite Failure as part of Force Majeure.	Please refer to Corrigendum.																

			<p>diligence could not have foreseen and which substantially affect the performance of the contract, such as:</p> <ul style="list-style-type: none"> • Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics • Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos • Terrorist attack, public unrest in work area. 		
63	35	22. Penalty for Default in Delivery	<p>If the Bidder does not deliver the VSATs as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by Bank, Bank shall impose a penalty @1% of the total value of the Purchase Order for each week's delay subject to a maximum of 10% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Bank will have the right to cancel the order.</p>	<p>We request the Bank to impose penalty on per site basis not on Total Purchase Order this clause is Contradicting to the clause that mentioned in (Liquidated Damage) in Page no. 30 & Point.10.1 (In case the delivery & installation per site is delayed beyond the scheduled time from the effective date, –Liquidated Damage for Late Delivery & Installation will be one percent (1%) of the each VSAT cost for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount)</p>	Clause stands as per RFP.
64	37	26. Exit Option and Contract Re-Negotiation	<p>The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,</p>	<p>Kindly justify the reason for this clause. If the bidder is L1 for entire bid value then there should be any obligation to meet the lowest price of particular equipment available.</p> <p>Secondly it will not be possible for bidder to give confirmation on third-party supplies unless bidders have clarity about such third-party supplies.</p>	Clause stands as per RFP.

			The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.		
65	43	Annexure –A	DD and BG are issued in favor of UCO BANK by.....Bank Branch payable at Kolkata. Dated this day of 2017	Request bank to keep the location open as we will be preparing the EMD and DD from Navi Mumbai / Mumbai.	Clause stands as per RFP.
66	59	Annexure –I Technical bid Template	11 Bidder should install the VSAT antenna at the place provided and any damage made to bank/Landlord property should made good by the bidder. The Bidder shall be fully responsible for supply, installation and maintenance of the VSAT. If VSAT ODU is to be relocated at the same premises for better line of sight issue (due to hoardings, trees branches, building walls , hills , change in Hub/POP location / satellite position etc.) the same shall be carried out by the bidder without any extra cost to the Bank.	Request bank to pay for relocations of VSAT at same premises as well as the same requires De-installation, Re-Installation as well as Engineer has visits the site. As there as additional cost bidder has to incur, request bank to include relocation charges as separate line item in Price Bid.	Please refer to Corrigendum.
67	60	Annexure –I Technical bid Template	12 All the cabling should be done with proper clamping and with conduit & shall be neat and structured with pipe. It's the bidder responsibility to drill a hole to take the IFL cable inside the premises. The VSAT IDU should be preferably installed in branch network rack. If rack is not present bidder should ensure that the IDU is wall mounted to avoid any damage. Any physical damage of IDU because of non-fixing of the IDU in the wall/rack will responsibility of the bidder. If any hardware is damaged same has to be replaced with no cost to bank.	We request bank to add the following as part of said clause: "In case of any damage to VSAT Equipment due to reasons attributable to Bank, Bank shall pay for the replacement charges as per the unit rate in price bid." Also request bank to take spares price list as part of price bid as well.	Bidder will be exempted for liability attributed to Bank.
68	60	Annexure –I Technical bid Template	15 The Bidder shall arrange road permit for the locations applicable at no extra cost to the Bank.	As the equipments belong to Bank the case of CAPEX Project. We request bank to arrange the Road Permits.	Clause stands as per RFP.

69	61	Annexure –I Technical bid Template	28 Complaint shall be lodged over telephone, fax, letters, SMS, email etc. with the designated officials of bidder. The bidder has to provide the call registration and escalation matrix.	Request bank to exclude SMS as mode of complaint lodging.	Clause stands as per RFP.
70	61	Annexure –I Technical bid Template	31 In case of Disaster at bidder's HUB centre, the bidder must make the VSAT network live from bidder's DR Hub Centre within 30 Minutes.	<p>The DC and DR concept is mainly applicable for hosting part of services. In commercial VSAT field there is no absolute DC and DR concept in India . The provider may have two parallel VSAT HUB networks on different satellites.</p> <p>If we have to switch sites from one Hub to another due to Hub failure, the sites have to manually shifted by repointing their Antenna at the remote sites. This activity is time taking as -</p> <p>i. Physical visit is required at each and every remote location for pointing / tracking of the VSAT antenna to different Satellite.</p> <p>ii. Configuring the sites on the new Hub and setting up the backhaul links. Complete route shifting to the new Hub is required.</p> <p>The duration for these activities can be fixed as per mutual understanding between bidder and Bank.</p> <p>So Requesting bank to modify the requirement as, "In case of Disaster at bidder's HUB centre, the bidder must make the VSAT network live as per the mutual understanding between Bidder and bank. To do the same bidder needs to provide the Business continuity plan with Bank during RFP stage.</p>	Clause stands as per RFP.
71	64	Annexure – K Commercial Bid	Commercial Bid	Request bank to also add shifting / relocations charges along with Spares price list as part of optional item as part of commercial bid. The same shall not be part of TCO for L1 evaluation.	Please refer to RFP clause "Payment Terms" of Corrigendum.

72	80	Annexure- N NON- DISCLOSURE AGREEMENT	(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s Enstage Software Pvt. Limited	Request bank to kindly clarify the significance of M/s Enstage Software Pvt. Limited in this RFP.	Please refer to Corrigendum.
73	22	SOW- 4.1	Onsite monitoring services at Bank NOC.	Please elaborate what is expected under onsite monitoring services at bank NOC	
74	22	SOW-4.2	Initially 30 nos. of VSATs with 1 Mbps (1:1) Pool bandwidth required to be provided.	Please specify the Upload and Download ration in 1 Mbps Pool BW requirement	1 Mbps pool bandwidth requirement is 1 Mbps for uploading and 1 Mbps for downloading simultaneously i.e. 1:1 full-duplex
75	22	SOW-4.6	Bidder has to ensure that network latency doesn't increase beyond 1000 ms any point of time under load condition.	Please modify the requirement as, "Bidder has to ensure that average network latency doesn't increase beyond 1000 ms any point of time with 1000 bytes ping.	Clause stands as per RFP.
76	22	SOW-4.8	The Bank will provide necessary power supply for the equipments to be deployed by bidder. Also bank will arrange for earthing at the branch and the bidder can extend the same by laying the necessary cables.	Earthing comes under Electrical scope so Requesting bank to extend the earthing upto the power socket where VSAT modem will get connected	Clause stands as per RFP.
77	23	SOW- 4.11	It's the bidder responsibility to drill a hole to take the IFL cable inside the premises	Requesting bank to own the responsibility to drill a hole where ever required	Clause stands as per RFP.
78	23	SOW- 4.12	The bidder needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance of the equipment are the bidder's responsibility and Bank will not be responsible for voltage fluctuation, UPS burnt short circuit, any etc. or otherwise. Insurance should cover upto successful install	We request bank to add the following as part of said clause: "In case of any damage to VSAT Equipment due to reason like Voltage Fluctuation, UPS Burnt short circuit or reasons attributable to Bank, Bank shall pay for the replacement charges as per the unit rate in price bid." Also request bank to take spares price list as part of price bid as well.	Please refer to Corrigendum.
79	24	SOW-4.23	Antenna Size 1.2 meters.	Please allow bidder to use 1 meters / 1.2 meters antenna	Clause stands as per RFP.
80	24	SOW- 4.24	The Pool bandwidth provided must be seamlessly integrated with the existing network of the bank.	Please elaborate the requirement. Please share the details of existing VSAT network and BW pool. How the vender can integrate the Pool VSAT BW if the existing vendor are different or technology is different	Clause stands as per RFP.

81	24	SOW- 4.27	Complaint shall be lodged over telephone, fax, letters, SMS, email etc. with the designated officials of bidder	Please remove SMS as the complaint logging option	Clause stands as per RFP.
82	25	SOW- 4.31	In case of Disaster at bidder's HUB centre, the bidder must make the VSAT network live from bidder's DR Hub Centre within 30 minutes	<p>The DC and DR concept is mainly applicable for hosting part of services. In commercial VSAT field there is no absolute DC and DR concept in India . The provider may have two parallel VSAT HUB networks on different satellites.</p> <p>If we have to switch sites from one Hub to another due to Hub failure, the sites have to manually shift by repointing their Antenna at the remote sites. This activity is time taking as -</p> <p>i. Physical visit is required at each and every remote location for pointing / tracking of the VSAT antenna to different Satellite.</p> <p>ii. Configuring the sites on the new Hub and setting up the backhaul links. Complete route shifting to the new Hub is required.</p> <p>The duration for these activities can be fixed as per mutual understanding between bidder and Bank.</p> <p>So Requesting bank to modify the requirement as , "In case of Disaster at bidder's HUB centre, the bidder must make the VSAT network live as per the mutual understanding between Bidder and bank. To do the same bidder needs to provide the Business continuity plan with Bank during RFP stage.</p>	Clause stands as per RFP.
83	25	SOW-5	Bidder should resolve any site, down due to equipment/hardware failure at site within 24 hours from time for call log.	Please modify the requirement as, "Bidder should resolve any site, down due to equipment/hardware failure at site within 24 hours from time for call log excluding travelling time to reach the location. "	Please refer to Corrigendum.
84	27	5.1	The Selected Bidder must undertake to complete the work mentioned under 'Scope 'within 4 weeks from the date of	Please modify the requirement as, The Selected Bidder must undertake to complete the work mentioned under Scope	Clause stands as per RFP.

			the Purchase Order for non-road permit area, 6 weeks for road permit area.	'within 10 weeks from the date of the Purchase Order for non-road permit area, 12 weeks for road permit area.	
85	31	11	Force Majeure	Please consider satellite failure and Transponder failure as a Force Majeure	Please refer point no 14 (pre bid query)
86			General Query	<p>The bank did not mention the backhaul connectivity requirement in the RFP to connect its DC and DRC with Bidder HUB. Please confirm,</p> <p>1. The type and size of backhauls link</p> <p>2. Whether bank will provide router and Switch at bank DC and DR to terminate the backhaul</p>	<p>In case Bank's existing VSAT service provider becomes L1 bidder, existing backhauls will be used. As per requirement, Bank will upgrade existing backhaul link.</p> <p>For New VSAT service provider bank will provide routers & switch and backhaul link for connectivity between DC & DR and VSAT HUB.</p>
87			General Query	Please share the MAF format	Please refer to corrigendum.
88	Part - V	6. Payment Terms	Bank will make the payment subject to signing of the contract as follows: · 90% of the value of VSAT equipment with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the 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 1 month successful running. · 100% of the value of implementation cost of along with Taxes, will be paid after completion of successful commissioning & operational, on submission of acceptance certificate	<p>Request separate billing for hardware and bandwidth component on 2 entities (bidder and its 100 percent owned subsidiary company).</p> <p>Also, please change the payment of hardware as, 90% to be paid after delivery and rest 10% after installation. BW -OTC to be paid upfront as and when the sites are completed and installed</p> <p>Request to provide site wise acceptance and pay BW ARC quarterly in arrears for the sites completed and installed.</p>	Clause stands as per RFP.

			duly signed by Bank's authorized official after realizing penalty charges for late delivery & installation, if any. · Pool bandwidth and Link Management cost will be made in quarterly arrears basis. Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.																		
89	Part - V	9. Uptime	<p>Network Link uptime for Hub & per site on monthly basis</p> <table><tr><th>Uptime</th><th>% of payment of link</th></tr><tr><td>99.5% or more</td><td>100%</td></tr><tr><td><99.5% to >=99.3%</td><td>90%</td></tr><tr><td><99.3% to >=99.1%</td><td>80%</td></tr><tr><td><99.1% to >=98.9%</td><td>70%</td></tr><tr><td><98.9% to >=98.7%</td><td>60%</td></tr><tr><td><98.7% to >=98.5%</td><td>50%</td></tr><tr><td>Less than 98.5%</td><td>Nil</td></tr></table> <p>Below 98.50%, the penalty amount shall be equal to cost of Pool Bandwidth for HUB location and Link management cost for branch location for one calendar month. Bank also reserves the right to cancel the contract and may invoke Performance Bank guaranty. Bidder should resolve/up any site within 24 hours from time for call log, down due to equipment/hardware at site. Non-compliance of this, penalty will be of one percent (1%) of the link per site management for each hour during warranty period.</p>	Uptime	% of payment of link	99.5% or more	100%	<99.5% to >=99.3%	90%	<99.3% to >=99.1%	80%	<99.1% to >=98.9%	70%	<98.9% to >=98.7%	60%	<98.7% to >=98.5%	50%	Less than 98.5%	Nil	Penalties are very high, request to consider 1% deduction for every 1% downtime capped at maximum 10% on per site basis	Clause stands as per RFP.
Uptime	% of payment of link																				
99.5% or more	100%																				
<99.5% to >=99.3%	90%																				
<99.3% to >=99.1%	80%																				
<99.1% to >=98.9%	70%																				
<98.9% to >=98.7%	60%																				
<98.7% to >=98.5%	50%																				
Less than 98.5%	Nil																				

90	Part - V	22. Penalty for Default in Delivery	If the Bidder does not deliver the VSATs as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by Bank, Bank shall impose a penalty @1% of the total value of the Purchase Order for each week's delay subject to a maximum of 10% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Bank will have the right to cancel the order	Request to consider penalty only on the undelivered position and not on entire PO. Maximum penalty should also be capped at 10% of the value of undelivered portion	Refer clause 10 , Part V Liquidated Damage
91	15	Acceptance by the Bank		Request for site wise acceptance and payment.	Bank will provide site wise acceptance.
92	20	Indemnity	The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value	Indemnity to be limited to proven direct damage	Clause stands as per RFP.
93	9	Part -I.3. Eligibility Criteria	7 Bidders should have its own network management system (NMS) to check the uptime and monitoring / maintenance of network.	NMS will be able to provide events with time stamp.	Clause stands as per RFP.
94	22	Part - IV. Scope of Work	4.4 All the locations are to be monitored on 24x7x365. Bidder should provide site-wise VSAT link usage and uptime.	Uptime report has to be provided by SAM based on eCRM calls logged in the system.	Clause stands as per RFP.
95	23	Part - IV. Scope of Work	4.11 All the cabling should be done with proper clamping and with conduit & shall be neat and structured with pipe. It's the bidder responsibility to drill a hole to take the IFL cable inside the premises. The VSAT IDU should be preferably installed in branch network rack. If rack is not present, bidder should	Not Possible to do conduit cabling.	Clause stands as per RFP.

			ensure that the IDU is wall mounted to avoid any damage. Any physical damage of IDU because of non-fixing of the IDU in the wall/rack will be responsibility of the bidder. If any hardware is damaged same has to be replaced with no cost to bank.		
96	23	Part - IV. Scope of Work	4.14 The Bidder shall arrange road permit for the locations applicable at no extra cost to the Bank.	Request Bank to provide Road Permit	Clause stands as per RFP.
97	24	Part - IV. Scope of Work	4.27 Complaint shall be lodged over telephone, fax, letters, SMS, email etc. with the designated officials of bidder. The bidder has to provide the call registration and escalation matrix.	Request bank to log complains with Airtel Helpdesk.	Clause stands as per RFP.
98	25	Part - IV. Scope of Work	4.31 In case of Disaster at bidder's HUB centre, the bidder must make the VSAT network live from bidder's DR Hub Centre within 30 Minutes.	Request you to get this clause changed to, bidder must make the VSAT network live from bidders DR hub within 72 hours.	Clause stands as per RFP.
99	27	Part - V. 5. Delivery, Installation and commissioning	5.1 The Selected Bidder must undertake to complete the work mentioned under "Scope" within 4 weeks from the date of the Purchase Order for non-road permit area, 6 weeks for road permit area. Arrangement of road permit is sole responsibility of the bidder. However, Delivery schedule may be changed under special circumstances at the discretion of the Bank.	Request Bank to increase the timeline to 10 weeks from PO and receipt of Road Permit if applicable	Clause stands as per RFP.
100	61	Annexure -I .Technical bid Template	31 In case of Disaster at bidder's HUB centre, the bidder must make the VSAT network live from bidder's DR Hub Centre within 30 Minutes	Request you to get this clause changed to, bidder must make the VSAT network live from bidders DR hub within 72 hours.	Clause stands as per RFP.
101	9	Eligibility Criteria	The bidder should have the experience of supply, installation, integration and maintenance of VSAT Equipment for more than 3 years in India.	Please consider the experience of the bidder or its 100% owned subsidiary company for this clause	Clause stands as per RFP.
102	9	Eligibility Criteria	The bidder should have deployed Ku Band VSAT System in at least one Scheduled Commercial Bank in India with minimum 100 VSATs.	Please consider the experience of the bidder or its 100% owned subsidiary company for this clause	Clause stands as per RFP.

103	9	Eligibility Criteria		Please allow all eligibility criteria to meet either by the bidder or its 100% owned subsidiary	No addition
104	28	6. Payment Terms	<p>Bank will make the payment subject to signing of the contract as follows:</p> <ul style="list-style-type: none"> · 90% of the value of VSAT equipment with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the 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 1 month successful running. · 100% of the value of implementation cost of along with Taxes, will be paid after completion of successful commissioning & operational, on submission of acceptance certificate duly signed by Bank's authorized official after realizing penalty charges for late delivery & installation, if any. · Pool bandwidth and Link Management cost will be made in quarterly arrears basis. <p>Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.</p>	<p>Request separate billing for hardware and bandwidth component on 2 entities (bidder and its 100 percent owned subsidiary company)</p> <p>Also, please change the payment of hardware as, 90% to be paid after delivery and rest 10% after installation. BW -OTC to be paid upfront as and when the sites are completed and installed Request to provide site wise acceptance and pay BW ARC quarterly in arrears for the sites completed and installed.</p>	Clause stands as per RFP.

Corrigendum

Annexure-O

Undertaking/Manufacturer's Authorization Form (MAF)

To
The Deputy General Manager (IT, BPR & BTD)
Department of Information Technology
5th Floor, 3 & 4 DD Block
Sector – 1, Salt Lake
Kolkata-700064

Dear Sir,

Subject: Request for Proposal (RFP) For Rate Contract for Supply, Installation and Maintenance of 100 nos. of VSATs for providing Connectivity to branches/ATMs/e-Lobby – RFP Ref. No. : UCO/DIT/2128/2016-17 Date: 08/02/2017

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at _____, _____ and _____ do hereby authorize M/s _____ (Name and Address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for Bid offer.

We hereby extend our guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back to back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory
(Name & Designation)

Date:

For and on behalf of M/s _____
(Name of Manufacturers)

Note:

1. This letter should be on the letterhead of the Manufacturer concern and should be signed by a competent person of the manufacturer.
2. Such MAF for all items offered for which the vendor is not an OEM, should be attached.

SI No	Page No. / Clause No.	Existing Clauses	Modified Clauses
1	38	<p><u>Part-V</u></p> <p><u>28. Termination</u></p> <p>The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving sixty (60) days prior written notice to the selected bidder.</p> <p>.....</p>	<p><u>Part-V</u></p> <p><u>28.Termination</u></p> <p>The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving sixty (60) days prior written notice to the selected bidder. Cure period for termination of the contract will be a period of 30 days. Cure period has been defined as the time provided to rectify the problem or issue reported.</p> <p>....</p>
2	31	<p><u>Part – V</u></p> <p>11. Force Majeure</p> <p>.....</p> <ul style="list-style-type: none"> Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos Terrorist attack, public unrest in work area. <p>.....</p>	<p><u>Part – V</u></p> <p>11. Force Majeure</p> <p>.....</p> <ul style="list-style-type: none"> Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos Terrorist attack, public unrest in work area. Satellite/transponder failure. <p>.....</p>
3	22	<p><u>Part-IV</u></p> <p><u>Scope of Work</u></p> <p>The scope of services for Supply, Installation & maintenance of 100 Nos. of VSAT with support service for the period of 5 years is as follows:</p> <p>.....</p>	<p><u>Part-IV</u></p> <p><u>Scope of Work</u></p> <p>The scope of services for Supply, Installation & maintenance of 100 Nos. of VSAT with support service for the period of 3 years is as follows:</p> <p>.....</p>
4	22	<p><u>Part-IV</u></p> <p><u>Scope of Work</u></p> <p>4.1 The supply, installation and maintenance of 100 nos. of VSAT at branches/ATMs/e-lobby specified by the Bank with 3 Mbps Pool</p>	<p><u>Part-IV</u></p> <p><u>Scope of Work</u></p> <p>4.1 The supply, installation and maintenance of 100 nos. of VSAT at branches/ATMs/e-lobby specified by the Bank with 3 Mbps (1:1 Full duplex)</p>

		bandwidth and onsite monitoring services at Bank NOC.	Pool bandwidth and onsite monitoring services at Bank NOC.				
5	22	<u>Part-IV</u> <u>Scope of Work</u> 4.2 Initially 30 nos. of VSATs with 1 Mbps (1:1) Pool bandwidth required to be provided. Within one year as per requirement bank may place additional order(s) in phases.	<u>Part-IV</u> <u>Scope of Work</u> 4.2 Initially 30 nos. of VSATs with 1 Mbps (1:1) full-duplex Pool bandwidth required to be provided. Within one year as per requirement bank may place additional order(s) in phases.				
6	23	<u>Part-IV</u> <u>Scope of Work</u> 4.12 The bidder needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance of the equipment are the bidder's responsibility and Bank will not be responsible for voltage fluctuation, UPS burnt short circuit, any etc. or otherwise. Insurance should cover upto successful install	<u>Part-IV</u> <u>Scope of Work</u> 4.12 The bidder needs to check the earthing and power supply before installation of their equipment. Ownership, maintenance of the equipment are the bidder's responsibility. Bidder will be exempted for liability attributed to Bank.				
7	25	<u>Part-IV</u> <u>Scope of Work</u> 4.33 Help Desk at Head Office should be manned by dedicated manpower (24 X7) of following category. <table border="1"><tr><td>Monitoring of site & Link as per PO(s) maximum 100 sites.</td><td>1 seat (24 X7)</td></tr></table>	Monitoring of site & Link as per PO(s) maximum 100 sites.	1 seat (24 X7)	<u>Part-IV</u> <u>Scope of Work</u> 4.33 Help Desk at Head Office should be manned by dedicated manpower (24 X7) of following category, only if order for minimum 30 VSATs is placed. <table border="1"><tr><td>Monitoring of site & Link as per PO(s) – minimum 30sites and maximum 100 sites.</td><td>1 seat (24 X7)</td></tr></table>	Monitoring of site & Link as per PO(s) – minimum 30sites and maximum 100 sites.	1 seat (24 X7)
Monitoring of site & Link as per PO(s) maximum 100 sites.	1 seat (24 X7)						
Monitoring of site & Link as per PO(s) – minimum 30sites and maximum 100 sites.	1 seat (24 X7)						
8	25	<u>Part-IV</u> <u>Scope of Work</u> Bidder should resolve any site, down due to equipment/hardware failure at site within 24 hours from time for call log	<u>Part-IV</u> <u>Scope of Work</u> Bidder should resolve any site, down due to equipment/hardware failure at site within 48 hours from time for call log.				
9	76	<u>Annexure-N</u> <u>Non-disclosure Agreement</u> (g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s Enstage Software Pvt. Limited	<u>Annexure-N</u> <u>Non-disclosure Agreement</u> Two original sets of Non-Disclosure Agreement are executed and retained by parties, Bank and [the name of the bidder company].				
10	28	<u>Part-V</u> <u>Payment Terms</u> Bank will make the payment subject to signing of the contract as follows: <ul style="list-style-type: none">90% of the value of VSAT equipment with Taxes, will be paid	<u>Part-V</u> <u>Payment Terms</u> Bank will make the payment subject to signing of the contract as follows: <ul style="list-style-type: none">90% of the value of VSAT equipment with Taxes, will be paid after				

		<p>after delivery and completion of successful installation & operational, on submission of proof of delivery and the 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 1 month successful running.</p> <ul style="list-style-type: none"> 100% of the value of implementation cost of along with Taxes, will be paid after completion of successful commissioning & operational, on submission of acceptance certificate duly signed by Bank's authorized official after realizing penalty charges for late delivery & installation, if any. Pool bandwidth and Link Management cost will be made in quarterly arrears basis. <p>Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.</p>	<p>delivery and completion of successful installation & operational, on submission of proof of delivery and the 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 month successful running.</p> <ul style="list-style-type: none"> 100% of the value of implementation cost of along with Taxes, will be paid after completion of successful commissioning & operational, on submission of acceptance certificate duly signed by Bank's authorized official after realizing penalty charges for late delivery & installation, if any. Pool bandwidth and Link Management cost will be made in quarterly arrears basis. If VSAT may require to be shifted to new location anywhere in India an onetime cost of Rs. 10,000/- and in same location (same building) an onetime cost of Rs. 5,000/- will be payable for the same, which includes dismantling & shifting of VSAT equipment related for the VSAT link and recommissioning of VSAT at new location. Shifting of VSAT link will be completed within 4 weeks from date of PO for shifting the VSAT. In case the shifting of VSAT is delayed beyond the scheduled time from the effective date, —Liquidated Damage for late shifting & re-Installation will be Two percent (2%) of the above mentioned shifting cost for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount. <p>Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.</p>
11	7	<p><u>Bid Control Sheet</u></p> <p>Last Date and Time of receipts of tender bids – 01/03/2017 at 03:00 PM</p>	<p><u>Bid Control Sheet</u></p> <p>Last Date and Time of receipts of tender bids – 08/03/2017 at 03:00 PM</p>
12	7	<p><u>Bid Control Sheet</u></p> <p>Last Date and time of opening of technical bids – 01/03/2017 at 03:30 PM</p>	<p><u>Bid Control Sheet</u></p> <p>Last Date and Time of opening of technical bids – 08/03/2017 at 03:30 PM</p>

Amended Commercial Bid

Annexure-K

Link Management Service				Table C	
Sl No	Link/Site	No. of site/link	Unit Price (in Rs.)	Taxes * (in Rs.)	Total Price including taxes (in Rs.)
1	Onsite Engineer for Link & Site Monitoring as per SOW - 1 st Year	100			
2	Onsite Engineer for Link & Site Monitoring as per SOW- 2 nd Year	100			
3	Onsite Engineer for Link & Site Monitoring as per SOW- 3 rd Year	100			
Link Management Service (Sub Total C)					