



UCO BANK
Department of Information Technology

Request for Proposal (RFP) For “Selection of Service Provider to provide Internet Connectivity to Kiosk/Fixed Customer Service Points (CSPs) using VSATs in CAPEX Model UCO/DIT/VSAT/629/2016-17 Date 13-07-2016”

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

Sl. No	Page no	Clause	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1.	34	Annexure A, IDU Specification, Point 12	Annexure A, IDU Specification, Point 12, Provision for accessing the specified bandwidth through WiFi	Need clarification on the scope of work, Incase separate Wi-fi Router needs to be bundled for making a Wifi Zone. Please share Router spec.	The bidder to bundle the WiFi router i not inbuilt with the IDU itself.
2.	26	4.9	The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 8 weeks of placement of purchase order for the same.	Timelines of 8 weeks is not acceptable, need to get this amended to 16 Weeks. Moreover please share location details	The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 10 weeks of placement of purchase order for the same.
3.	26	4.14	The Bank reserves the right to alter the number of VSATs specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order in a phased manner	This clause is not acceptable, Bank Needs to give 3 Months' Notice in case they are not purchasing all the quantity of VSAT's. Also the price which will be quoted will be based on the entire project scope, any deviation of quantity varying over 10% may invite re-negotiation of price.	Clause stands as per RFP

			at L1 cost during the price validity period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the VSATs as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected bidder(s).		
4.	30	5.8.1	50% of the order value (excluding AMC Value) along with Sales Tax, Service Tax, Waybill etc., if required, will be paid after submission of the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the equipment have been installed after realizing penalty charges for late delivery & installation, if any as per clause no 5.4.	Payment terms are not acceptable, it must be 80% post material delivery and rest 20% on Installation and commissioning. Bank needs to give Acceptance Site wise and not phase wise	Clause stands as per RFP
5.	21	Eligibility Criteria	The bidder should have profit/Positive net worth in any one year during last three financial years. Copies of annual reports and audited balance sheet for the last three years ending on 31.03.2013, 31.03.2014 and 31.03.2015 should be provided.	Please allow bidder/ bidder's parent company to meet this criteria.	Clause stands as per RFP
6.	21	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 allow bidder/ bidder's parent/ bidder's subsidiary company to meet this criteria.	Clause stands as per RFP
7.	21	Eligibility Criteria	The bidder should have deployed EX –C Band VSAT System in at least one Scheduled Commercial Bank in India with minimum 100 VSATs.	Please allow bidder/ bidder's parent/ bidder's subsidiary company to meet this criteria.	Clause stands as per RFP
8.	21	Eligibility	Bidder should have their own	Please allow bidder/ bidder's parent	

		Criteria	operational HUB with a requisite wireless planning commission (WPC) clearance. The bidder also must have VSAT network with valid license to operate in India.	company to meet this criteria.	Clause stands as per RFP
9.	21	Eligibility Criteria	The bidder should have valid license for VSAT Services and should be valid throughout the contract period.	Please allow bidder/ bidder's parent/ bidder's subsidiary company to meet this criteria.	Clause stands as per RFP
10.		New Clause		Please allow separate billing to bandwidth service provider and hardware provider. The hardware co will be 100% subsidiary of the parent company.	Clause stands as per RFP
11.	Page 10	1.3 Submission of Bids	At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available in the Bank's website and the amendments shall be binding by the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.	Request Bank to provide notice of such change in Terms and provide Bidder adequate time to respond (accept/ reject) such modifications	Changes in Terms (if any) shall be informed to the Bidder in due course. However Bid is to be responded within the time stipulated by the Bank as mentioned in the RFP or subsequent amendments if any .
12.	Page 11	1.3 Submission of Bids	1.3.6 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid.	Request Bank to consider the following: a. Dollar INR Fluctuation: Please note in case of DOLLAR variation (INR v/s USD) i.e. strengthening of USD (expensive Dollar) the Prices must be adjusted for such variation. We would like to propose any variation greater than (>) +/-5% of rates from the Date of Bid Submission to be considered for Price Revision. Also, price of VSAT to be revised based	Clause stands as per RFP Tax: Taxes will be paid as per the actual.

				on the Dollar Component which can be mentioned in Price Bid Format for reference b. <u>Tax/ Govt. Regulations :</u> Changes in Taxes/Duties (Sales Tax, Service Tax, Duties etc.) will be charged as per Actual prevailing rates and Govt. Regulatory structure. Prices to be adjusted for such changes	
13	Page 12	1.3 Submission of Bids	1.3.9 Further, subsequent to the orders being placed/agreement executed, the 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.	This will be covered In case of prevailing rates is applicable as suggested in above query	Clause stands as per RFP
14	Page 16	1.23 Indemnity	1.23 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 under the contract shall not exceed the total cost of the project value.	Request modification as follows: 1.23 Indemnity The bidder shall indemnify the Bank and be liable for any direct and proven loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total cost of the project value.	Clause stands as per RFP
15	Page 18	1.27.2	1.27.2 In case the selected bidder fails to deliver the VSAT equipment as per the order which will be placed to them on time to time, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.	Request deletion of this clause as LD clause is already stipulated. Having such clause will be onerous on the bidder	Clause stands as per RFP
17	Page 18	1.27.3	1.27.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank	Request deletion of this clause	

			reserves the right to get the balance contract execution by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.		Clause stands as per RFP
18	Page 27	5.3.3	5.3.3 The installation will be deemed to complete when all the Hardware products specified in Annexure-A have been supplied, implemented and made operationalize as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any hardware, system software, etc. problems during successful installation and operationalization.	This is not acceptable, kindly modify it to a SITE WISE / VSAT link WISE acceptance	The installation will be deemed to be complete when all the Hardware products specified (Site-wise/VSAT link wise) in Annexure-A have been supplied, implemented and made operationalize as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any hardware, system software, etc. problems during successful installation and operationalization.
19	Page 28	5.4 Liquidated Damage	5.4 Liquidated Damage 5.4.1 In case the delivery & installation is delayed beyond the scheduled time from the effective date, „Liquidated Damage for Late Delivery & Installation; of one half of one percent (0.5%) of the order	LD to be levied on a SITE wise basis. No. of delayed sites in the Order. Also, request Bank to consider 0.1% per calendar week for UNDELIVERED portion of the Order subject to Maximum of 5% of order value Request deletion of sub clause 5.4.2	5.4.1 In case the delivery & installation (site-wise) is delayed beyond the scheduled time from the effective date,

			<p>value for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount.</p> <p>5.4.2 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.</p> <p>5.4.3 LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.</p>		<p>„Liquidated Damage for Late Delivery & Installation(Site-wise); of one half of one percent (0.5%) of the order value for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount.</p> <p>5.4.2 If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions subject to giving an opportunity to cure or remedy such breach of the bid document, the Bank reverses the right either to cancel the entire order placed on the selected bidder or to accept part order already completed by the bidder. The Bank reserves the right to penalise/invoke the Performance Bank Guarantee submitted by the bidder.</p>
20	Page 30	5.7.3	5.7.3 The bidder shall keep the price valid for a period of one year from the date of submission of bid. The	Please note in case of DOLLAR variation (INR v/s USD) i.e. strengthening of USD (expensive Dollar) the Prices must be	

			Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.	adjusted for such variation. We would like to propose any variation greater than (>) +/-5% of rates from the Date of Bid Submission to be considered for Price Revision. Also, price of VSAT to be revised based on the Dollar Component which can be mentioned in Price Bid Format for reference	Clause stands as per RFP
21	Page 30	5.8 Payment Terms	<p>5.8 Payment Terms</p> <p>5.8.1 50% of the order value (excluding AMC Value) along with Sales Tax, Service Tax, Waybill etc., if required, will be paid after submission of the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the equipment have been installed after realizing penalty charges for late delivery & installation, if any as per clause no 5.4.</p> <p>5.8.2 Remaining order value (excluding AMC Value) will be paid after three months of commissioning & successful running of the VSAT system.</p> <p>5.8.3 Annual Maintenance charges, if any, will be paid quarterly in arrears after realizing the penalty charges, if applicable.</p>	<p>Payment should be SITE WISE / VSAT link WISE and basis actual no of links deployed</p> <p>Kindly consider the following Payment terms</p> <p><u>Delivery of Equipment</u> 65% of the order value (excluding AMC Value) <u>of the respective site</u> along with Sales Tax, Service Tax, Waybill etc., if required, will be paid</p> <p><u>Installation of Equipment:</u> 25% of the order value (excluding AMC Value) <u>of the respective site</u> along with Sales Tax, Service Tax, Waybill etc., if required, will be paid</p> <p><u>3 months Post I&C:</u> Remaining order value (excluding AMC Value) <u>of the respective site</u> will be paid after three months of commissioning & successful running of the VSAT system.</p>	Clause stands as per RFP
22	Page 31	5.10.1	5.10.1 The Bank will accept the VSAT Equipment on successful completion of acceptance test after the equipment is installed at the site. Unsatisfactory performance of equipment may result in the Bank's rejection of entire order.	Acceptance to be SITE WISE. Also request deletion of the following line: "Unsatisfactory performance of equipment may result in the Bank's rejection of entire order."	Clause stands as per RFP

23		5.11 Uptime Requirement and Penalty Charges	5.11 Uptime Requirement and Penalty Charges The Bank expects 99.5 or above uptime per site to be calculated on monthly basis. However, any deviation from the same shall invite penalty as under: During banking hours (8.00 AM to 8.00 PM) Monthly Uptime per VSAT in % Penalty Charge per VSAT Monthly In `	Request following modification: Monthly Uptime per VSAT in % Penalty Charge per VSAT Monthly In `	Clause stands as per RFP																			
			<table><tr><td>>= 99.5</td><td>0</td></tr><tr><td>>=99 to <99.5</td><td>2,000</td></tr><tr><td>>= 98 to <99</td><td>3,000</td></tr><tr><td>>=97 to <98</td><td>4,000</td></tr><tr><td><97</td><td>10,000</td></tr></table> Maximum cap on penalty on above shall be `10,000/- per VSAT per month. In addition to above Bank may invoke the Performance Bank Guarantee (PBG) and may cancel the order.	>= 99.5		0	>=99 to <99.5	2,000	>= 98 to <99	3,000	>=97 to <98	4,000	<97	10,000	<table><tr><td>>= 99.5</td><td>0</td></tr><tr><td>>=99 to <99.5</td><td>2,000 500</td></tr><tr><td>>= 98 to <99</td><td>3,000 1000</td></tr><tr><td>>=97 to <98</td><td>4,000 2500</td></tr><tr><td><97</td><td>10,000 5000</td></tr></table> Maximum cap on penalty on above shall be `10,000/- 5,000/- per VSAT per month. In addition to above Bank may invoke the Performance Bank Guarantee (PBG) and may cancel the order.	>= 99.5	0	>=99 to <99.5	2,000 500	>= 98 to <99	3,000 1000	>=97 to <98	4,000 2500	<97
>= 99.5	0																							
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>= 98 to <99	3,000 1000																							
>=97 to <98	4,000 2500																							
<97	10,000 5000																							
24		5.12 Insurance	5.12 Insurance The successful bidder will get the Insurance cover, for all risks, up to date of installation of the system. The cost of the same will be borne by the bidder. The bidder has to submit a copy of the insurance document so that the Bank may get a new insurance cover after the delivery and installation of the system.	Request deletion of this clause	Clause stands as per RFP																			
25		hardware Spec	Technical Specifications Antenna Specifications for Ext-C Band 7. In Azimuth – 0 to 360 degree continuous. In elevation – 10 degree to 360 degree	Request you to change to 5° to 90° Continuous Fine Adjustment	Clause stands as per RFP																			

26		hardware Spec	Technical Specifications Antenna Specifications for Ext-C Band IDU Specification No of Ethernet Port - Two	No of Ethernet Port - needs to be changed to one.	The Clause to be read as No of Ethernet Port - At least One Port
27			A dedicated Internet bandwidth of 64 Kbps (32 kbps upload and 64 kbps download) is required to be made available to all the locations on 24x7 basis . The link will be terminated at the Computer/Laptop or any other item used by the Bank installed at the CSPs. All necessary equipment hardware/software etc., required to connect the link in Computer/Laptop/Android based Tab devices port shall be provided by the selected vendor. The vendor should provide the Internet connectivity with Wi-Fi mode integrated in the IDU device. Separate module if required so may be quoted with the price of the VSAT.	Please clarify the Scope with BOQ site wise. Need details of specification of WiFi hardware to be supplied.	The WiFi router to be provided by the bidder if required so. , Laptop and android devices (max up to 4 devices) can be connected to the WiFi device.
28	16	1.23 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 under the contract shall not exceed the total cost of the project value.	Request to change the clause as: 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, due to reason directly and solely attributable to the Bidder. The total liability of the selected bidder under the contract shall not exceed the total cost of the project value.	Clause stands as per RFP
29	17	1.25 Arbitration	All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and	Request to change the clause as: All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the	

			operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.	construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration. The Arbitral Tribunal shall constitute three (3) Arbitrators, one each nominated by the Bank and the Bidder and the third chosen by the two arbitrators so nominated. and The award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.	Clause stands as per RFP
30	17	1.25.3 Arbitration	The venue of the arbitration shall be at KOLKATA, INDIA.	Request the venue of the arbitration to be at NEW DELHI, INDIA	Clause stands as per RFP
31	17	1.26 Applicable law & Jurisdiction of court	The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).	If the Jurisdiction of New Delhi courts cannot be accepted, then "with the exclusion of all other courts" to be deleted.	Clause stands as per RFP
32	18	1.27.1) Termination of the Contract & Compensation	The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.	We request bank to define SLAs to assess the progress. Also, we request bank to give a cure period of 30 days before termination.	Clause stands as per RFP
33	18	1.27.1) Termination of the Contract & Compensation	In case of any changes in bank's business plan, bank may terminate any part or entire services to be rendered by the Company giving a notice period of three months.	This is equivalent to termination for convenience hence, request bank to delete this clause	Clause stands as per RFP

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34	18	1.27.2)	In case the selected bidder fails to deliver the VSAT equipment as per the order which will be placed to them on time to time, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.	In case the selected bidder fails to deliver the VSAT equipment as per the order which will be placed to them on time to time, the Bank for breach of Contract which remains unremedied, reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.	Clause stands as per RFP
35	18	1.27.3)	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract execution by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.	After the award of the contract, if the selected bidder does not perform satisfactorily as per the service level standards set out in this Agreement, or delays execution of the contract for reasons not attributable to the Bank, the Bank reserves the right to get the balance contract execution by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.	Clause stands as per RFP
36	18	1.27.4)	Alternatively at the discretion of the bank, if the Contract is cancelled during Warranty, the bidder shall repay all the payment received from the bank and remove all system supplied and installed by the bidder without any extra cost to the Bank. The Bank shall not be liable for anything, whatsoever, in this regard. If the contract is cancelled during AMC, if contracted, the Bank shall deduct payment on pro-rata basis	Request Bank to delete this clause.	Clause stands as per RFP

			for the unexpired period of the contract.		
37	18	1.27.5)	The 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 Bank Guarantee, if any, under this contract or any other contract/order.	Request Bank to delete this clause.	Clause stands as per RFP
38	19	1.28) Defect Liability	In case, delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and / or do not achieve the guarantee performance as specified herein, the bidder shall forthwith replace/make good such defective supplies at no extra cost to the Bank without prejudice to the other remedies as may be available to the bank under the contract.	In case, delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and / or do not achieve the guarantee performance as specified herein, the bidder shall forthwith replace/make good such defective supplies at no extra cost to the Bank without prejudice to the other remedies as may be available to the bank under the contract.	Clause stands as per RFP
39	19	1.29.1) Notices	Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or by recognized courier, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by	Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or by recognized courier, or by email or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy	Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post

			recognized courier within five days of the transmission by facsimile,		or by recognized courier, or by facsimile, or by email provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognized courier within five days of the transmission by facsimile,
40	19	1.30 Force Majeure		Request bank to add "transponder/satellite failure" as a Force Majeure Case	Clause stands as per RFP
41	19	1.30 Force Majeure	Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The selected bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. 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. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.	Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The selected bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Parties may mutually agree for suspension of the Contract during the Force Majeure event. Any delay beyond 30 days shall may lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.	Clause stands as per RFP
42	26	4.9	The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 8 weeks of placement of purchase order for the same.	Request bank to provide 10 weeks for supply and installation from the date of Purchase order.	The Bidder shall supply & install VSAT equipment and provide connectivity and commission them

					within 10 weeks of placement of purchase order for the same.
43	26	4.14	The Bank reserves the right to alter the number of VSATs specified in the tender in the event of changes in plans of the Bank.	The change in quantities cannot be accepted after the release of purchase order. Also there should be a cap for decrease in quantities.	Clause stands as per RFP
44	26	4.17	The response time in case of non - functioning of VSAT network will be maximum 24 Hours i.e within this period the defect must be resolved.	Travel time of 48 hours for the engineer should be added into the resolution timeline	Clause stands as per RFP
45	27	5.2 Performance Bank Guarantee	The Performance Bank Guarantee shall act as a security deposit and either in case the selected vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.	The Performance Bank Guarantee shall act as a security deposit and either in case the selected vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels , subject to force majeure events , the Bank reserves the right to forfeit the same. Request bank to define "acceptable levels".	Clause stands as per RFP
46	27	5.2 Performance Bank Guarantee	Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.	Prior to forfeiture of the Performance Bank Guarantee, Parties shall discuss reasons for delay. If they are not directly and solely attributable to the Bidder then, Further subject to force majeure events , the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent inclusive of the LD on Delivery and installation.	Clause stands as per RFP
47	27	5.1	The purchase order will be placed by	Order Placement :	

			the Head Office, Financial Inclusion Deptt. in the name of selected bidder as per requirement.	<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</p> <p>Recurring Services (Bandwidth & AMC) to be placed on Hughes Communications India Ltd. ,Plot No 1, Sector-18, Electronic City, Gurgaon-122015. "HCIL COMTEL LTD" is a 100% subsidiary of "Hughes Communications India Ltd".</p>	<p>The purchase order can only be placed to the successful bidder. However for billing , the terms may be agreed in the SLA between the Bank and the vendor.</p> <p>More than one company may form a consortium which should be headed by a prime bidder, who Will be the single point of contact for the Bank.</p> <p>(This change may require respective changes in eligibility criteria for permitting consortium)</p>
48	28	5.4.1) Liquidated Damage	In case the delivery & installation is delayed beyond the scheduled time from the effective date, „Liquidated Damage for Late Delivery & Installation; of one half of one percent (0.5%) of the order value for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount.	Liquidated damage for late delivery and installation : of one half of one percent(0.5%) of the delayed/effectuated item value for each calendar week of delay or part thereof subject to maximum of 10% of the delayed items value or 5% of the total contract value, will be imposed and will be deducted from the bill amount.	In case the delivery & installation is delayed beyond the scheduled time from the effective date, „Liquidated Damage for Late Delivery & Installation; of one half of one percent (0.5%) of the delayed/effectuated item value for each calendar week of delay or part thereof subject to maximum of 10% of the total contract value will be imposed and will be deducted from the bill amount.

49	28	5.4.2) Liquidated Damage	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.	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, subject to giving an opportunity to cure or remedy such breach , 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.	Refer point No 19.
50	28	5.4.3) Liquidated Damage	LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.	We suggest, in case, the Site is Not Ready (SNR) for installation, the same should be considered as deemed installed and payment should be released for the hardware. However, the bandwidth charges shall be applicable only after successful commissioning of the particular site.	Clause stands as per RFP
51	28	5.3.5	Any license, if required, need to be provided by the bidder. The bidder is solely responsible for any legal obligation related to licenses during warranty period of five years for solution proposed as implemented by the bidder.	Please clarify as warranty is only for 1 year and AMC of 4 years as mentioned in 5.7.1	The clause may be read as "..... legal obligation related to licenses during the contact period " 1 Year Warranty and comprehensive on-site AMC for a period of 4 (four) years
52	29	5.6.3	Entering into or renewal of AMC will be done only after submission of the Satisfactory Service Report signed by the concerned authority. Payment of	Request a prior notice of 6 months in case of contract renewal/ extension.	

			AMC will be made on quarterly arrears on rendering satisfactory services, against Bank Guarantee for equivalent amount with additional claim period of three months after expiry of warrantee.		Clause stands as per RFP
53	29	5.7.1	The Price Bid also must include all applicable taxes such as Sales/Service/Entry Tax/ Waybill etc.	All Taxes should be exclusive as changes in taxes or imposition of new levies by government is applicable to customer/Bank. With GST expected in the near future, the Contracts must be "taxes as exclusive".	Applicable Taxes will be paid on actual.
54	30	5.7.5	Further, subsequent to the orders being placed/agreement executed, the 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.	Any increase or introduction of new taxes, cess(example: GST) shall be on bank's account.	Clause stands as per RFP. However, new taxes introduced by the Govt. will be paid on actual.
55	30	Payment Terms: 5.8.1	50% of the order value (excluding AMC Value) along with Sales Tax, Service Tax, Waybill etc., if required, will be paid after submission of the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the equipment have been installed after realizing penalty charges for late delivery & installation, if any as per clause no 5.4.	Request to change the clause as: 80% of the order value on pro-rata site wise basis (excluding AMC Value) along with Sales Tax, Service Tax, Waybill etc., if required, will be paid after hardware delivery at site after realizing penalty charges for late delivery & installation, if any as per clause no 5.4.	Clause stands as per RFP
56	30	Payment Terms: 5.8.2	Remaining order value (excluding AMC Value) will be paid after three months of commissioning & successful running of the VSAT system.	Request to change the clause as: Remaining order value i.e. 20 % of the order value on prorata site wise basis(excluding AMC Value) will be paid after successful installation and commissioning of the VSAT system.	Clause stands as per RFP

57	31	5.10.1	The Bank will accept the VSAT Equipment on successful completion of acceptance test after the equipment is installed at the site. Unsatisfactory performance of equipment may result in the Bank's rejection of entire order.	Performance of the system should be calculable and pre decided in the Acceptance Test Plan or SLAs, as word "Satisfactory" is highly subjective and subject to interpretation.	Clause stands as per RFP
58	31	Uptime Requirement and Penalty Charges 5.11	Monthly Uptime per VSAT in % Penalty Charge per VSAT Monthly In >= 99.5 0 >=99 to <99.5 2000 >= 98 to <99 3000 >=97 to <98 4000 <97 10000	Monthly Uptime per VSAT in % Penalty Charge per VSAT Monthly In >= 99.5 0 >=99 to <99.5 1% of the bandwidth charges of effected site per month. >= 98 to <99 2% of the bandwidth charges of effected site per month. >=97 to <98 3% of the bandwidth charges of effected site per month. <97 5% of the bandwidth charges of effected site per month.	Clause stands as per RFP
59	31	Uptime Requirement and Penalty Charges 5.11	Maximum cap on penalty on above shall be `10,000/- per VSAT per month.	Maximum cap on penalty on above shall be 5% of the bandwidth charges of effected site per month.	Clause stands as per RFP
60	32	Training 5.14	The Bidder shall have to train officers/designated officials of the Bank at installation site by the certified and trained engineers/personnel of the Bidder on the hardware products supplied.	Please clarify on training man hours required and number of trainees.	Number of trainees are 2 to 5 Officers
61	35	Annexure B	Bill of Material Table	Request you to mention separate line items for : 1) VSAT Hardware 2) Installation Charges	Necessary changes may

				3) Bandwidth Charges It will help in calculating the taxes, since CST/VAT is applicable on hardware, and Service tax is applicable on bandwidth and installation charges.	be made in the annexure (Commercial Format):
62	NA	1.27.6)	Additional	The Bidder reserves the right to cancel the contract in the following events: • 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	Clause stands as per RFP
63	NA	Additional	Limitation of Liability	Notwithstanding any other provision of this Agreement and irrespective of any fault or negligence, neither Party shall be liable to the other for any indirect, reliance, special, punitive, consequential, exemplary or incidental damages , (including without limitation damages for harm to business, lost revenues, lost sales, lost savings, lost profits (anticipated or actual), loss of use, downtime, injury to persons or damage to property and claims of third parties), regardless of the form of action,(whether in contract, warranty, strict liability or tort) , (including without limitation negligence of any kind , (whether active or passive) or any other legal or equitable theory arising out of or in connection with this Agreement including the Services, even if a Party	Clause stands as per RFP

				has been advised of the possibility of such damages	
64	NA	Additional	Business Ethics	That the parties shall comply with applicable anti-corruption laws and any costs, loss, `damages or consequences that arise by either party's breach of such anti-corruption laws shall be wholly indemnified by such defaulting party to the party that has been aggrieved by such breach.	RFP defines the same
65		page 19- Force Majure	General Query	Please consider satellite failure as a Force Majure.	Satellite failure will be treated as a Force Majure
66		Page 4- SOW point 4.4	The bidder has to provide all necessary hardware, accessories, software etc. required to make the solution work strictly as per technical specifications.	Please confirmed the requirement is related to only VSAT hardware and software	All the hardware, accessories, software related to the scope of the RFP.
67		page 25 point 4.6	A dedicated Internet bandwidth of 64 Kbps (32 kbps upload and 64 kbps download) is required to be made available to all the locations on 24x7 basis	Please reverify the BW requirement Is it 96 kbps (32 kbps Upload and 64 kbps download) or 64 Kbps (32 kbps upload and 32 kbpl download) Requesting bank to share the IP address / URL of CBS application so that traffic other than CBS will be blocked.	The BW requirement is 64 KBPS dedicated.
68		page 25 point 4.6	The vendor should provide the Internet connectivity with Wi-Fi mode integrated in the IDU device. Separate module if required so may be quoted with the price of the VSAT.	VSAT IDU offered by OEM do not have inbuilt WIFI module. Also The connectivity for computer/laptop/Android falls under LAN part. So requesting bank to own the responsibility of extending LAN from VSAT modem to BC Computer/Laptop/Android based Tab devices	hardware, accessories, software
69		page 26	Complaint shall be lodged over	Requesting bank to delete " SMS" as a	Clause stands as per RFP

		point 4.7	telephone, fax, letters, SMS, email etc. with the designated officials of bidder. The bidder has to provide the call registration and escalation matrix.	media to log the complaint and modify the clause as, "Complaint shall be lodged over telephone, fax, letters, email etc. with the designated officials of bidder.	
70		page 26 point 4.11	This network provided by bidder may be utilized for use of various financial / non-financial applications	Please share the financial and non financial application details	Clause stands as per RFP
71		page 26 point 4.13	Bidder shall meet and responsible for all the Govt. or other Regulatory directions/ requirements and ensure its compliance during the contract period.	To comply with Govt. or other Regulatory directions/ requirements during the contract period if any design changes need to be done which requires designed modification / addition of hardware / Software. The same will be done on chargeable basis at actual.	Clause stands as per RFP
72		page 26 point 4.17	The response time in case of non - functioning of VSAT network will be maximum 24 Hours i.e within this period the defect must be resolved.	Requesting bank to consider response time excluding travelling time in case site visit is required.	Clause stands as per RFP
73		Page 27 point 5.3.1	Deliveries of the equipments, installation and operationalization should be made within 8 weeks from the date of purchase order.	Please amend the clause as, "Deliveries of the equipments should be made within 8 weeks from the date of purchase order, installation and operationalization should be made within 2 weeks from the date of deliver."	Clause stands as per RFP
74		Page 27 point 5.3.2	Pre-shipment Quality Inspection certificates for all equipments are to be submitted along with the invoices to the Bank.	Please elaborate the requirement.	Quality Inspection certificates for the equipments to be provided to the Bank along with the invoices.
75		Page 27 point 5.3.3	The Bidder has to resolve any hardware, system software, etc. problems during successful installation and operationalization	It is assumed that the requirement is limited only for VSAT system installation.	Please refer to the scope of the work.
76		Page 27 point 5.3.5	Any license, if required, need to be provided by the bidder. The bidder is solely responsible for any legal	Please elaborate the requirement.	Please refer point no 51.

			obligation related to licenses during warranty period of five years for solution proposed as implemented by the bidder		
77		Page 27 point 5.3.7	Obtaining necessary road permits and other related permits will be the responsibility of the bidder	As this is a capex deal the material is on the Banks name. So bidder can not take the Road permit in behalf of the Bank	Vendor to be instrumental in getting the permits in the name of the Bank.
78		page 28 point 5.3.6	The equipments are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and engineer from the bidder. The component level checking for individual item may be included during the acceptance test.	Please elaborate how the ATP will carried out, is it from central location or from each remote.	From the installed locations only.
79		page 28 point 5.3.7	The bidder is required to transport the Goods to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, shall be arranged by the bidder,	The material will get delivered and installed at banks BC locations. Requesting bank to take ownership of equipment storage.	Clause stands as per RFP
80		page 29 point 5.6.2	The selected bidder shall provide preventive maintenance schedules per month, which shall be specified in advance.	Requesting bank to modify the clause as ,"The selected bidder shall provide preventive maintenance schedules per six month, which shall be specified in advance". The bidder will do the Preventive mentanace form his central NOC.	Clause stands as per RFP
81		page 32 point 5.14	Training- The Bidder shall have to train officers/designated officials of the Bank at installation site by the certified and trained	Please share the max no of people need to be trained. Is it classroom training ? or on field training during installation of VSAT	1 or 2 Bank resources for couple of hours to be trained at installation site

			engineers/personnel of the Bidder on the hardware products supplied.		
82		page 33 Antenna Specifications for Ext-C Band	Equipped with necessary accessories and cables	As a standard practice VSAT equipment comes with 30 meter RF cable and 1 meter patch cord. Requesting bank to fixed the rate card on per meter basis for excess cables requirement	Clause stands as per RFP
83		page 34 IDU Specification on point 9	No of Ethernet Port- Two	"Most of the OEM's IDU have single Ethernet port which is sufficient to connect the VSAT modem with Banks LAN device like ATM machine/ Switch/ BC laptop/Desktop Requesting bank to modify the requirement as no of Ethernet Port - ONE"	Refer to point no 26
84		page 34 IDU Specification on point 12	Provision for accessing the specified bandwidth through WiFi	The VSAT modem does not comes with inbuilt wifi module. To extend the LAN connectivity from Modem is banks responsibility. So requesting bank to amend the clause , "Provision for accessing the specified bandwidth through LAN".	The bidder to bundle the WiFi router if not inbuilt with the IDU itself.
85			general Query	The RFP does not talked about shifting charges. The shifting involved bidders support engineer visit, dismantling, packing and transport of equipment at new site. This activity will be done on chargeable basis. So requesting bank to fixed a rate card for VSAT Shifting.	Refer to Revised Commercial format
86		Page 41 Annexure G	We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation for a period of 7 years from the date of contract	As per RFP banks required 1 year warranty and 4 year AMC but bank is asking guarantee and warranty for 7 years from OEM in MAF. Please amend the requirement as , "We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm	the amended clause is read as " We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation for a period of 7 years from the date of contract"

				against this Bid Invitation for a period of 5 years from the date of contract	
87		Page 35 Annexure B	Monkey Shield	Please share the monkey shield specification	The Monkey Shield should cover the VSAT without effecting the sight of communication.
88			general Query	It is assumed that bank will provide UPS Power, platform for antenna installation and rack space for modem installation at remote location.	Accepted
89		Page 35 Annexure B	general Query	Please share the remote location address	Details address will be shared with successful bidders. However village name is provided with the RFP.
90		page 19- Force Majure			
91		General Query	Consortium Bidding to allow issue of Two Purshase orders and Separate billing by consortium partners.	<p>We request bank to allow bidder to bid in consortium.</p> <p>Also request bank to allow the following:</p> <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 Partnars for Equipement Rental and Bandwidth Rental. (Lead bidder shall be responsible for entire scope of work). • Two seperate invoices shall be raised from Consortium Partners for Equipement Rental and Bandwidth Rental. • Seperate payment shall be made by bank to Consortium Partners against the invoices raised by them. 	Bidders may form consortium but the single point of contact will be the prime vendor. consortium partner.

				(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.)	
92		Page 13 / 1.7	1.7 Pre Bid meeting For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP. The queries for the Pre-bid Meeting should be reached in writing or by email on or before 20.07.2016 on e-mail: hodiit.calcutta@ucobank.co.in/ hofi.calcutta@ucobank.co.in. It may be noted that no query from any bidder shall be entertained / received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be available at Bank's web site.	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
93		Page 15 / clause 1.17	Acceptance of Terms A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	Where is the bidder suppose to quote deviations in any?	No Deviations will be allowed.
94		Page 16 /	1.19 RFP response Validity Period	There is confusion on validity of price	

		<p>1.19</p> <p>Page 30 / 5.7.3</p>	<p>RFPs response will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the time the RFP response submission process closes.</p> <p>And</p> <p>5.7.3 The bidder shall keep the price valid for a period of one year from the date of submission of bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.</p>	<p>required. Request Bank to clarify if the bid validity requirement is for 6 months or 1 year.</p>	<p>The bid validity is for a period of Six Month.</p>
95		<p>Page 18 / clause 1.27</p>	<p>1.27 Termination of the Contract & Compensation</p> <p>1.27.1 The bank reserves the right to cancel the contract placed on the selected bidder by providing 3 months" notice and recover expenditure incurred by the Bank on the following circumstances :</p> <ul style="list-style-type: none"> • Bank reserves the right to make changes (modify/delete) to the sites and the same will be binding on the Company. • In case of any changes in bank"s business plan, bank may terminate any part or entire services to be rendered by the Company giving a notice period of three months. 	<p>We request bank to kindly exclude the below points from the termination clause. Bidder has to make provision in advance for the same and any termination will cause huge loss to bidder.</p> <ul style="list-style-type: none"> • Bank reserves the right to make changes (modify/delete) to the sites and the same will be binding on the Company. • In case of any changes in bank"s business plan, bank may terminate any part or entire services to be rendered by the Company giving a notice period of three months. 	<p>Clause stands as per RFP</p>

96		Page 18 / 1.27.4	1.27.4 Alternatively at the discretion of the bank, if the Contract is cancelled during Warranty, the bidder shall repay all the payment received from the bank and remove all system supplied and installed by the bidder without any extra cost to the Bank. The Bank shall not be liable for anything, whatsoever, in this regard. If the contract is cancelled during AMC, if contracted, the Bank shall deduct payment on pro-rata basis for the unexpired period of the contract.	In case of termination during warranty period, we request bank to make the payment on pro-rata basis till the time bank uses the system.	Clause stands as per RFP
97		Page 21 / PART -II 2. Eligibility Criteria	5. Bidder should have their own operational HUB with a requisite wireless planning commission (WPC) clearance. The bidder also must have VSAT network with valid license to operate in India. Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.	We understand that bidder can give latest copy of WPC License Authorization to meet this Prequalification requirement?	Latest and valid atleast till the date of bid submission date.
98		Page 25 / PART -IV 4.2	4.2 Bank has two Sponsored Regional Rural Banks (i) Paschim Banga Gramin Bank (PBGB) and (ii) Bihar Gramin Bank (BGB) having area of operation in West Bengal State and Bihar. Our Sponsored RRBs may issue Purchase Order separately for locations under their area on the similar terms and conditions as per UCO Bank.	Request bank to provide site list.	The village list is provided for UCO Bank. For the RRBs the site list will be provided along with the PO.

99		<p>Page 25 / PART -IV 4.2</p> <p>Page 27 / PART -V 5.1</p>	<p>PART-IV 4.2 Bank has two Sponsored Regional Rural Banks (i) Paschim Banga Gramin Bank (PBGB) and (ii) Bihar Gramin Bank (BGB) having area of operation in West Bengal State and Bihar. Our Sponsored RRBs may issue Purchase Order separately for locations under their area on the similar terms and conditions as per UCO Bank.</p> <p>And</p> <p>PART-V 5.1 Order details The purchase order will be placed by the Head Office, Financial Inclusion Deptt. in the name of selected bidder as per requirement. The payment will be made by Head Office, Financial Inclusion Department and the Performance Bank Guarantee for order will be required to be submitted in the same office.</p>	<p>There is confusion on who will place the Purchase order. As per clause 4.2 on page 25 Sponsored RRBs may issue Purchase Order separately for locations under their area and as per clause 5.1 on page 27 purchase order will be placed by the Head Office, Financial Inclusion Deptt. Request bank to kindly clarify on the same.</p>	<p>For UCO Bank , Head Office, Financial Inclusion Deptt. Will place the PO where as for the RRBs respective RRBs will issue the PO.</p>
100		<p>Page 27 / PART -V 5.2</p>	<p>5.2 Performance Bank Guarantee The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure C, issued by any scheduled commercial bank equal to 10% of the order value valid for 63 months from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned</p>	<p>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.</p>	<p>Clause stands as per RFP</p>

101		Page 27 / PART -V 5.4	5.4 Liquidated Damage 5.4.1 In case the delivery & installation is delayed beyond the scheduled time from the effective date, „Liquidated Damage for Late Delivery & Installation; of one half of one percent (0.5%) of the order value for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount.	We request bank to amend the LD clause and under: 5.4 Liquidated Damage 5.4.1 In case the delivery & installation is delayed beyond the scheduled time from the effective date, „Liquidated Damage for Late Delivery & Installation; of one half of one percent (0.5%) of the order value for each calendar week of delay or part thereof subject to maximum of 5% will be imposed and will be deducted from the bill amount.	5.4.1 In case the delivery & installation (site-wise) is delayed beyond the scheduled time from the effective date, „Liquidated Damage for Late Delivery & Installation(Site-wise); of one half of one percent (0.5%) of the order value for each calendar week of delay or part thereof subject to maximum of 10% will be imposed and will be deducted from the bill amount.
102		Page 30 / PART -V 5.7.5	5.7.5 Further, subsequent to the orders being placed/agreement executed, the 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.	We request bank to keep all the taxes as extra at actual applicable at the time of billing.	Applicable Taxes will be paid on actual.
103		Page 30 / PART -V 5.8	5.8 Payment Terms 5.8.1 50% of the order value (excluding AMC Value) along with Sales Tax, Service Tax, Waybill etc., if required, will be paid after submission of the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the equipment have been installed after realizing penalty charges for late delivery & installation, if any as per clause no 5.4.	We suggest that 90% of Hardware value payment should be released on the delivery of the equipments pro-rata site wise. Balance 10% may please be released on Installation. Equipment delivered but not installed for a period of 15 days shall be deemed installed and bank shall pay the 90% payment.	Clause stands as per RFP

			<p>5.8.2 Remaining order value (excluding AMC Value) will be paid after three months of commissioning & successful running of the VSAT system.</p> <p>5.8.3 Annual Maintenance charges, if any, will be paid quarterly in arrears after realizing the penalty charges, if applicable.</p>																						
104		Page 31 / PART -V 5.11	<p>5.11 Uptime Requirement and Penalty Charges</p> <p>The Bank expects 99.5 or above uptime per site to be calculated on monthly basis. However, any deviation from the same shall invite penalty as under:</p> <p>During banking hours (8.00 AM to 8.00 PM)</p> <p>Monthly Uptime per VSAT in %</p> <p>Penalty Charge per VSAT Monthly In `</p> <table><tr><td>>=</td><td>99.5</td><td>-</td><td>0</td></tr><tr><td>>=99</td><td>to</td><td><99.5</td><td>- 2000</td></tr><tr><td>>= 98</td><td>to</td><td><99</td><td>- 3000</td></tr><tr><td>>=97</td><td>to</td><td><98</td><td>- 4000</td></tr><tr><td><97</td><td></td><td></td><td>- 10000</td></tr></table> <p>Maximum cap on penalty on above shall be `10,000/- per VSAT per month. In addition to above Bank may invoke the Performance Bank Guarantee (PBG) and may cancel the order.</p>	>=	99.5	-	0	>=99	to	<99.5	- 2000	>= 98	to	<99	- 3000	>=97	to	<98	- 4000	<97			- 10000	<p>We request bank to add the following clause in Uptime and penalty calculation:</p> <p>1) Excluding Travel time.</p> <p>2) Downtime calculation will be based on standard 24 hrs in a day.</p>	Clause stands as per RFP
>=	99.5	-	0																						
>=99	to	<99.5	- 2000																						
>= 98	to	<99	- 3000																						
>=97	to	<98	- 4000																						
<97			- 10000																						
105		Page 35 / Annexure-B	<p>Commercial Format</p> <p>VSAT Equipment & Services</p> <p>1 VSAT Equipment and Installation Charges</p>	<p>We request bank to separate VSAT Equipment and Installation Charges in two different line items and taxes on joint line items is higher than separate line items.</p>	Please Refer Point no 61																				
106		Page 35 /	<p>Commercial Format</p>	<p>We assume that the Unit price column</p>																					

		Annexure-B	VSAT Equipment & Services Annual Maintenance cost:	in Annual Maintenance cost is missing. Request bank to correct the same.	Please Refer Point no 61
107		Page 35 / Annexure-B	Commercial VSAT Bandwidth line item	Format There is no mention of VSAT Bandwidth line item in the price Bid format. Request bank to correct the same.	Please Refer Point no 61
108		General Query	Project Rollout	Request bank to provide tentative Rollout Schedule.	Within 8 weeks of the issuance of PO
Corrigendum		Last Date and Time for receipts of tender bids is 16.08.2016 at 03:00 pm		Last Date and Time for receipts of tender bids is extended upto 26.08.2016 at 03:00 pm. The technical bid will be opened on the same day at 3:30 PM	
Corrigendum		Earnest Money Deposit (EMD)		<p>The Bank details for Bank Guarantee (EMD) are as below:</p> <ul style="list-style-type: none"> ✓ Account Number-18700210000755 ✓ Account Name- M/S H O DIT ✓ Branch- DD Block, Salt Lake branch ✓ IFSC- UCBA0001870 ✓ MICR-700028138 	
Corrigendum		Earnest Money Deposit (EMD)		<p>Bank will provide exemption on the submission of the EMD & Tender Document Fee for bidders who are Micro, Small & Medium Enterprise (MSME) and are registered with National Small Scale Industrial Corporation Ltd. (NSIC) under its "Single point Registration Scheme". The bidder has to submit the valid NSIC Certificate issued by NSIC valid till last date for bid submission to avail exemption. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD Exemption.</p> <p>Bank will follow & abide by the extant guidelines issued by Govt. of India for MSME units registered with NSIC in India.</p>	

Addendum:

Bidders are informed that Bank has changed the “Commercial Format (Annexure- B)” Bidders are requested to use modified format only while submitting the bid. additional Annexure is H (PRE CONTRACT INTEGRITY PACT) is added in RFP document.

Revised Annexure-B

Commercial Format

Network equipment & Services

SI No	Network equipment/Internet Connectivity	Make / Model/Part No./ Version	Qty	Unit Price (in ₹)	Taxes * (in ₹)	Total Price including taxes (in ₹)
1	VSAT Equipment		300			
2	Monkey cage		150			
3	Snow Shield		100			
4	Bandwidth Charges					
5	Shifting Charges for VSAT Equipment		30			
5	Other equipment, if any					
Sub Total A						

Annual Maintenance cost:

SI No.	Description	Taxes * (in `)	Total Price including taxes (in ₹)
1	One time implementation charges, if any		
2	AMC for 2nd year per VSAT System		
3	AMC for 3rd year per VSAT System		
4	AMC for 4th year per VSAT System		
5	AMC for 5th year per VSAT System		
Sub Total B			

ITEM	AMOUNT (In Figure)	AMOUNT(In Words)
TOTAL COST OF OWNERSHIP (A+B)		

Place:

Signature of Bidder: _____

Date:

Name: _____

Note:

1. L1 Bidder will be determined based upon the lowest TCO quoted by the bidder.
2. In case of discrepancy between figures and words, the amount in words shall prevail
3. Tax to be paid as per actuals.
4. Bidder should strictly quote in the format as mentioned above.

5. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
6. Quantity mentioned above are indicative. It may vary as per requirement of Bank.

Annexure –H PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri.....,..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party

related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in rfp) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____ ;
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 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.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

Witness

1.

1.

2.

2.