



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 (Re-tendering)
RFP Ref No : UCO/DIT/VSAT/1478/2016-17 Date: 08/11/2016”

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	25	Scope Of Work	dedicated Internet bandwidth of 64 Kbps (32 Kbps Up and 64 Kbps Down)	Please confirm the exact BW requirement. 32 Kbps UP and 64 Kbps down will be 96 Kbps whereas bank asked 64 Kbps	The BW requirement is 96 Kbps dedicated (64 Kbps UP & 32 Kbps Down)
2	26	4.11	This network provided by bidder may be utilized for use of various financial / non-financial applications.	Please share the detail of financial and non-financial applications	It refers any type of Financial and Non-Financial Banking Transactions/ Services
3	28	5.3.2	Pre-shipment Quality Inspection certificates for all equipment are to be submitted along with the invoices to the Bank.	Pleas elaborate the requirement. Does it mean banks person will do the pre dispatch inspection and issue the quality certificate	Quality Inspection certificates for the equipments to be provided to the Bank along with the invoices. Also Bank May conduct quality check.
4	29	5.3.6	The equipment are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and engineer from the bidder. The component level checking	Please elaborate how the ATP will carried out, is it from central location or from each remote.	From the installed locations only.

			for individual item may be included during the acceptance test.		
5	29	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 cannot take the Road permit in behalf of the Bank. So please delete this clause We agree to procuring road permits however we request bank to provide necessary declarations/letter for procuring Road permits.	Vendor to be instrumental in getting the permits in the name of the Bank.
6	30	5.6.2	The selected bidder shall provide preventive maintenance schedules per month, which shall be specified in advance	Requesting bank to allow Preventive maintenance from bidder HUB or change the preventive maintenance schedule once in a six month	The selected bidder shall provide preventive maintenance once in a half year basis, which shall be specified in advance.
7	34	5.14	Training- 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 share the max no of people need to be trained. Is it classroom training? or on field training during installation of VSAT Please clarify on training man hours required and number of trainees and the training locations.	2 hours to 3 hours on field training.
8	46	IDU point 11 specification	Provision for accessing the specified bandwidth through Wi- Fi	The VSAT modem does not comes with inbuilt Wi-Fi 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 Wi-Fi router if not inbuilt with the IDU itself.

9			general Query	The RFP does not talk 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 fix a rate card for VSAT Shifting.	Bank will bear shifting charges on case to case basis with selected bidder.
10	48	Technical Bid material point 3 of	Snow Shield 1 year warranty	The snow shield is required only in J & K region. If bank do not have installation in J & K please remove the snow shield requirement	Clause is applicable only when Snow Shield is installed.
11	48	Technical Bid material point 4 of	Monkey Shield 1 year warranty	Please share the specification for Monkey Shield	Standard Caging required for VSAT.
12	58	Annexure I	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 against this Bid Invitation for a period of 5 years from the date of contract	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 5 years from the date of contract
13			general Query	It is assumed that bank will provide UPS Power, platform for antenna installation and rack space for modem installation at remote location.	UPS Power and rack space for modem installation will be provided by the bank.
15	46	Annexure B	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 fix the rate card on per meter basis for excess cables requirement	The bidder has to provide required Cables during installation of VSAT equipment without any additional cost to the

					Bank.
16	29	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.	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, shall be arranged by the bidder, and the related costs shall be included in the Contract Price. Obtaining necessary road permits and other related permits will be the responsibility of the bidder.
17	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
18	26	point 4.10	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.	Requesting bank to delete " SMS" as a 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.	The subject clause stands modified as under: The Complaint shall be lodged over telephone/fax/SMS/ email etc. with the designated officials of bidder. The bidder has to provide the call registration and escalation matrix.

19	49	Link Management service	Onsite Engineer for Link & Site	As per RFP, bidder is providing Internet connection to connect banks FI server. So onsite engineer is only responsible for monitoring VSAT installation and performance. The same can be managed better through bidders 24 X7X365 nos having skill persons.	Please refer clause no 4.16, it is onsite help desk service (24x7) for at Head Office for monitoring of 300 links & site.
20		General Query	Consortium Bidding to allow issue of Two Purchase 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 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 to Consortium Partners against the invoices raised by them. <p>(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</p>	Separate PO may be issued for Equipment / Bandwidth Rental to the subsidiary /sister organisation of the bidder.

				signed by the Bank mentioning the terms and conditions in both agreements separately and two separate Purchase Orders will be issued by the Bank.)	
21	13	1.7	<p>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 14.11.2016 on e-mail: hodit.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.</p>	<p>We request the Bank to allow at least 3 week time for submission of bid from the date for publishing of pre bid queries / amendments to the RFP.</p>	<p>Clause stands as per RFP and subsequent corrigendum.</p>
22	15 & 31	2.17 5.7.3	<p>2.17 RFP response Validity Period 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</p>	<p>There is confusion on validity of price required. Request name to clarity if the bid validity requirement is for 6 months or 1 year.</p>	<p>RFP response shall be valid for 6 (six) months from the date of closure of response submission process.</p> <p>However, prices quoted by the bidder shall remain valid for 1 year from the date of opening of bid (this is applicable for successful bidder).</p>

			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.		
23	10	2.1.7	2.1.7 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 also include the following: All taxes should be extra at actual at the time of billing and shall be payable by bank accordingly.	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/GST ruling at the time of actual delivery of service/implementation and resultant billing.
24	12	2.4	2.4 Rejection of the Bid Bidder should comply with all the points mentioned in the Scope of work in the clause no. 1 under part-III. Noncompliance of any point will lead to rejection of the bid.	We request bank to accept minor deviations, where bank does not provide clarity.	Clause stands as per RFP
25	18	2.25.4	2.25.4 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	We request bank to exclude cancellation of contract for conveyance during warranty period. As bidder has to make provision in advance for the same and any termination will cause huge loss to bidder.	Alternatively at the discretion of the bank, if the Contract is cancelled during 5 years, may invoke Performance Bank guaranty.

			deduct payment on pro-rata basis for the unexpired period of the contract.		
26	20	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?	Clause is self-explanatory
27	25 & 28	PART -IV 4.2 PART -V 5.1	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. And 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	We understand that for UCO Bank, Head Office, and Financial Inclusion Deptt. Will place the PO where as for the RRBs respective RRBs will issue the PO. Kindly let us know if the payment will also be done for UCO Bank by Financial Inclusion Deptt. And for RRBs respective RRBs will make the payment? Request bank to clarify whether the payments would be made by UCO Bank Head Office centrally, or by RHO/LHO or by Sponsored Regional Rural Banks.	Yes. The payment will be done by Financial Inclusion Deptt for UCO Bank and by RRBs for respective RRBs.

			required to be submitted in the same office.		
28	26	PART -IV 4.9	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 12 weeks' time instead of 8 weeks for supply & install VSAT equipment and provide connectivity and commission.	The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 10 weeks of placement of purchase order for the same.
29	26	PART -IV 4.12	4.12 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 monthly basis.	Clause stands as per RFP
30	26	PART -IV 4.15	4.15 Bidder should resolve any site within 48 hours from time of call log, down due to equipment/hardware failure at site. Non-compliance of this , Bank will deduct one percent (1%) for each hour , of the per link/site management cost in Annexure C Table D during warranty period and one percent (1%) for each hour of the per VSAT AMC cost of corresponding year in Annexure C Table E during AMC period	The penalties are too high, request bank to relax the penalties.	Bidder should resolve any site within 48 hours from time of call log, down due to equipment/hardware failure at site. Non-compliance of this , Bank will deduct one percent (.5%) for each hour , of the per link/site management cost in Annexure C Table D during warranty period and one percent (.5%) for each hour of the per VSAT AMC cost of corresponding year in Annexure C Table E during AMC period

31	28	PART -V 5.2	<p>5.2 Performance Bank Guarantee</p> <p>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>
32	31	PART -V 5.8	<p>5.8 Payment Terms</p> <p>5.8.1 80% of the order value Per Site (excluding AMC Value and Bandwidth cost) 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 20 % order value Per Site (excluding AMC Value and Bandwidth cost) will be paid after One months of commissioning & successful running of the VSAT system.</p>	<p>Request bank to also include Site not ready clause in payment terms. In case of site not ready for commissioning (for reasons attributable to bank) after delivery of material. Banks shall release the due payment after 60 days of delivery.</p>	<p>Bank will not impose any penalty for Site Not Ready cases. Further Banks shall release the due payment after 60 days of delivery.</p>
33	34	PART -V 5.13	<p>5.13 Force Majeure</p> <p>Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case</p>	<p>Request bank to also include Satellite Failure as part of Force Majeure.</p>	<p>Agreed to incorporate satellite link failure as force majeure, however bidder should provide relevant</p>

			<p>may be which they could not foresee or with a reasonable amount of 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, epidemics, • Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, • Terrorist attacks, public unrest in work area, 		documents in this regards.
34	35	PART -V 5.15	<p>5.15 Order Cancellation In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p>	<p>The said clause shall not be applicable in case order cancellation is not attributable to bidder / vendor.</p>	<p>Order Cancellation In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. However the said</p>

					clause is not applicable in case order cancellation is not attributable to bidder / vendor
35	39	PART -V 5.22	<p>5.22 Exit Option and Contract Re-Negotiation</p> <p>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. 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, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such</p>	<p>Since bank is asking for firm prices from bidder for specific period, we request bank to exclude the said clause from the 5.22 Exit Option and Contract Re-Negotiation clause.</p>	<p>Clause stands as per RFP</p>

			equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.		
36	40	PART -V 5.24	5.24 Termination The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.	We request bank to ensure that termination of contract does not happen for conveyance in the warranty period.	Clause stands as per RFP
37	51	Annexure-D Commercial Format	Annexure-D Commercial Format Link Management Service Table D	Bank as asked for No. of site/link - 300. We understand that there will be single unit price for all 300 links and not unit price for single link? Kindly confirm.	Unit price for single link is to be provided.
38	51	Annexure-D Commercial Format	Annexure-D Commercial Format Note: 4. Commercial Bid will be opened before the technically qualified vendors and they will be asked to participate in reversed bidding.	Will there be any reverse auction in this RFP? If yes than what price bid bidder has to submit at the time of bid submission?	No reverse auction. The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per Commercial BOM Annexure-D Table F (Grand Total).
39	10	2.1.8) Submission of Bids	The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.	Prices once quoted should be firm and should not change when the contract is in force.	Clause stands as per RFP
40	16	2.21) 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.	The bidder shall indemnify the Bank and be liable for any direct loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them, due to reason directly and solely attributable to the Bidder. The total liability of the selected bidder under the contract shall not exceed the	Clause stands as per RFP

				total cost of the project value.	
41	16	2.23.1) Arbitration	<p>All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the 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 and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.</p>	<p>All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably <u>between senior officials.</u> 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. <u>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.</u> and—the award made in pursuance thereof shall be final binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.</p>	Clause stands as per RFP
42	16	2.21) Indemnity	Indemnity	This is a repetition of Clause 5.16 on page 35	Clause stands as per RFP
43	17	2.25.1) Termination of the Contract & Compensation	The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.	"Unsatisfactory" is subject to different interpretations, hence we request you to delete the term or change it to "non-compliant to RFP terms and conditions".	The progress regarding execution of the order accepted, made by the selected bidder is found to be as per RFP terms and conditions

					and technical requirements.
44	17	2.25.1) Termination of the Contract & Compensation	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:	Recovering expenditure in case of termination is not acceptable, hence request bank to delete the clause.	Clause stands as per RFP
45	17	2.23.3) Arbitration	The venue of the arbitration shall be at KOLKATA, INDIA.	The venue of the arbitration shall be at KOLKATA NEW DELHI , INDIA.	Clause stands as per RFP
46	17	2.24) 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).	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 New Delhi (with the exclusion of all other Courts).	Clause stands as per RFP
47	17	2.25.1) Termination of the Contract & Compensation	Bank reserves the right to make changes (modify/delete) to the sites and the same will be binding on the Company.	<u>Subject to providing a prior written notice to the Bidder,</u> the Bank reserves the right to make changes (modify/delete) to the sites and the same will be binding on the Company	Clause stands as per RFP
48	17	2.25.1) 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 .	Request Bank to delete this clause.	Clause stands as per RFP
49	17	2.25.1) Termination of the Contract & Compensation	The selected bidder commits a breach of any of the terms and conditions of the bid.	• The selected bidder commits a <u>material</u> breach of any of the terms and conditions of the bid <u>which is not remedied within a period of 30 days.</u>	Clause stands as per RFP

50	17	2.25.1) Termination of the Contract & Compensation	The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.	<ul style="list-style-type: none"> The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory <u>as per the service level standards set out in this Agreement subject to a cure period of 30 days.</u> 	Clause stands as per RFP
51	17	2.25.1) Termination of the Contract & Compensation	If deductions on account of liquidated Damages/penalty charges exceeds more than 10% of the total contract price.	<ul style="list-style-type: none"> If deductions on account of liquidated Damages/penalty charges exceeds more than 10 <u>5% of the total contract price.</u> 	Clause stands as per RFP
52	18	2.25.4) Termination of the Contract & Compensation	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	Request bank to delete this clause	Alternatively at the discretion of the bank, if the Contract is cancelled during 5 years, may invoke Performance Bank guaranty.
53	18	2.25.3) Termination of the Contract & Compensation	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	The clause should be applicable only in case of Non-performance (with a cure period of 30 days) or arbitration.	Clause stands as per RFP

			contract. This clause is applicable, if for any reason, the contract is cancelled.		
54	18	2.27.1) 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 recognized courier within five days of the transmission by facsimile,	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	Clause stands as per RFP
55	18	2.25.2) Termination of the Contract & Compensation	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, <u>for breach of Contract which remains remedied,</u> 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
56	18	2.25.3) Termination of the Contract & Compensation	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	After the award of the contract, if the selected bidder does not perform satisfactorily <u>as per the service level standards set out in this Agreement,</u> or delays execution of the contract <u>for reasons not attributable to the Bank,</u> the Bank reserves the right to get the balance contract execution by another party of its	Clause stands as per RFP

			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.	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.	
57	18	2.25.4	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.	Request Bank to delete this clause.	Clause stands as per RFP
58	18	2.25.5) Termination of the Contract & Compensation	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.	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.	Clause stands as per RFP
59	18	2.26) 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	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	Clause stands as per RFP

			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.	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.	
61	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.	Clause stands as per RFP
62	26	4.12	The Bidder shall provide location wise uptime and bandwidth utilization report on monthly basis.	Request bank to calculate uptime and monitor on Quarterly basis as the payment terms are also on quarterly basis.	Clause stands as per RFP
63	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 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).	The Quantity variation should be within + - 25%.	Please refer to RFP clause 4.1
64	26	4.15	Bidder should resolve any site within 48 hours from time of call log, down due to equipment/ hardware failure at site. Non-	Travel time of 48 hours should be provided in addition to the resolution time. Also, deduction should be 0.5% for each hour of	Bidder should resolve any site within 48 hours from time of call log, down due to

			<p>compliance of this , Bank will deduct one percent (1%) for each hour , of the per link/site management cost in Annexure C Table D during warranty period and one percent (1%) for each hour of the per VSAT AMC cost of corresponding year in Annexure C Table E during AMC period</p>	<p>downtime should start only after the expiry of resolution time i.e. 48 hours. The Resolution time should not attract any penalty.</p>	<p>equipment/ hardware failure at site. Non-compliance of this , Bank will deduct one percent (0.5%) for each hour , of the per link/site management cost in Annexure C Table D during warranty period and one percent (0.5%) for each hour of the per VSAT AMC cost of corresponding year in Annexure C Table E during AMC period</p>
65	28	5.1	<p>The purchase order will be placed by the Head Office, Financial Inclusion Deptt. in the name of selected bidder as per requirement.</p>	<p>Order Placement : Ordering of Hardware and Services should be allowed on two companies if one company is 100% subsidiary of another company. This is essential for correct book keeping. In case Hughes is eligible for order placement it would request the following to the Bank. Hardware Charges to be placed on HCIL COMTEL LTD., 1 Shivji Marg, Westend Greens, New Delhi-110038 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>Separate PO may be issued for Equipment / Bandwidth Rental to the subsidiary /sister organisation of the bidder.</p>

66	28	5.3.3) Delivery and Installation	The installation will be deemed to complete per site 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.	"Satisfactory acceptance" is subject to different interpretations. Hence request bank to carry out acceptance as per the "Acceptance Test Plan" which should be agreed upon between Bank and Bidder, before signing contract.	Clause stands as per RFP
67	28	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.	The Performance Bank Guarantee should be valid for a period of 1 year, which shall be renewable every year till the expiry of contract period.	Clause stands as per RFP
68	28	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, <u>subject to force majeure events</u> , the Bank reserves the right to forfeit the same.	Clause stands as per RFP
69	28	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	<u>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</u> , the Bank reserves the right to invoke the	Clause stands as per RFP

			independent of the LD on Delivery and installation.	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.	
70	29	5.3.7) Delivery and Installation	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, and the related costs shall be included in the Contract Price.	Insurance shall be taken care till hardware is delivered at the respective site. The Title and ownership shall be transferred to Purchaser once the material is delivered at site.	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, shall be arranged by the bidder, and the related costs shall be included in the Contract Price. Obtaining necessary road permits and other related permits will be the responsibility of the bidder.
72	29	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 5% of the Per VSAT Cost Per Site 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 of that site.	<u>Request Bank to change the clause as below:</u> In case the delivery & installation is delayed beyond the scheduled time from the effective date, Liquidated Damage for Late Delivery & Installation; <u>of 0.5% of the Per VSAT Cost Per Site</u> for each calendar week of delay or part thereof subject to <u>maximum of 10% of effected VSAT cost or 5% of total Contract Value</u> , will be imposed and will be deducted from the bill amount of that site.	Clause stands as per RFP

73	29	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 warranty is for 1 Year and AMC for 4 Years.
74	29	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.	Clause stands as per RFP
75	30	5.6.3) Bidder's comprehensive maintenance during warranty period	...Payment of 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.	...Payment of AMC will be made on quarterly arrears on rendering satisfactory services <u>as per the service level standards set out in this Agreement</u> , against Bank Guarantee for equivalent amount with additional claim period of three months after expiry of warrantee.	Clause stands as per RFP
76	31	5.8.1	80% of the order value Per Site (excluding AMC Value and Bandwidth cost) 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	Request to change the clause as: 80% of the order value on prorata site wise basis (excluding AMC Value) along with Sales Tax, Service Tax, Waybill etc., if required, <u>will be paid after hardware delivery at site</u> after realizing penalty charges for late delivery & installation, if any as	Clause stands as per RFP

			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.	per clause no 5.4.	
77	31	5.8.2	Remaining 20 % order value Per Site (excluding AMC Value and Bandwidth cost) will be paid after One 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 per site(excluding AMC Value and bandwidth cost) <u>will be paid after successful installation and commissioning of the VSAT system.</u>	Clause stands as per RFP
78	31	5.9) Paying Authority	The payments as per the payment schedule covered herein shall be paid by Financial Inclusion Department, UCO Bank, Head office, Kolkata. However, payment of the bills would be released on receipt of advice/confirmation for satisfactory delivery and commissioning, live running and service reports etc.	Request bank to clarify on how many days after the invoice submission, the payments be made.	Clause stands as per RFP
79	32	5.11	Network Link uptime for Hub on monthly basis Uptime % of payment of link 99.9% or more >99.7% to <=99.9% 90% >99.5% to <=99.7% 80% >99.3% to <=99.5% 70% >99.0% to <=99.3% 60% Less than 99% Nil	Request bank to delete this clause, as there would be a double penalty for Hub and Individual sites. Also, this clause was not present in the previous tenders.	Clause stands as per RFP

80	32	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.	We suggest bank to go for a pilot implementation instead of big bang rollout. Once, the pilot is successfully accepted, Bank may proceed for final rollout.	Clause stands as per RFP
81	32	5.10.1) 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.	The Bank will accept the VSAT Equipment on successful completion of acceptance test after the equipment is installed at the site. Unsatisfactory performance <u>as per the service level standard set out in this agreement</u> of equipment may result in the Bank's rejection of entire order.	Clause stands as per RFP
82	33	5.11) Bandwidth Uptime Requirement and Penalty Charges	Network Link uptime for individual sites on monthly basis: Uptime % of payment of link >= 99.5 100% >=99 to <99.5 90% >= 98 to <99 80% >=97 to <98 70% <97 Nil	Network Link uptime for individual sites on monthly basis: >= 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
83	33	5.13 Force Majeure	Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,	Request bank to add "transponder/satellite failure" as a Force Majeure Case	Agreed to incorporate satellite link failure as force majeure, however bidder should provide relevant documents in this

					regards.
84	34	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.	The insurance shall cover only transit insurance till the hardware is delivered at site.	Clause stands as per RFP
86	35	5.15) Cancellation Order	In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.	This is a very high risk exposure to bidder, hence request you to delete this clause.	Order Cancellation In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. However the said clause is not applicable in case order cancellation is not attributable to bidder / vendor

87	35	5.15) Cancellation	Order	Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.	<ul style="list-style-type: none"> • Serious discrepancy <u>as per the service level standards set out in this agreement</u>, in the quality of service expected during the implementation, rollout and subsequent maintenance process. 	Clause stands as per RFP
88	35	5.15) Cancellation	Order	In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.	Request Bank to delete this clause	Order Cancellation In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. However the said clause is not applicable in case order cancellation is not attributable to bidder / vendor
89	35	5.15) Cancellation	Order	Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.	Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed <u>5%</u> of the TCO.	Clause stands as per RFP

90	35	5.16) Indemnity	<p>Vendor 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 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, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property .</p>	<p>Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, direct 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 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, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any direct loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any direct loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property.....</p>	<p>Clause stands as per RFP</p>
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91	36	5.16) 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 or Warranty · Act or omission in performance of service. 	<p>The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, direct losses, and liabilities caused due to reasons directly and solely attributable to the Vendor 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 or Warranty • Act or omission in performance of service." 	Clause stands as per RFP
92	37	5.21) Resolution of Disputes	This is a repetition of clause 2.23 on page 37	Venue of Arbitration be changed to New Delhi instead of Kolkata. The courts of Kolkata New Delhi 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."	Clause stands as per RFP
93	38	5.22) Exit Option and Contract Re-Negotiation	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <p>....</p> <p>§ Serious discrepancy in link noticed during the testing;</p> <p>§ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</p> <p>§ Serious discrepancy in</p>	<ul style="list-style-type: none"> • "Serious discrepancy <u>as per the service level standards set out in this agreement</u> in link noticed during the testing; • Serious discrepancy <u>as per the service level standards set out in this agreement</u> in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. • Serious discrepancy <u>as per the service level standards set out in this agreement</u> in completion of 	Clause stands as per RFP

			completion of project. § Serious discrepancy in maintenance of project.	project. • Serious discrepancy <u>as per the service level standards set out in this agreement</u> in maintenance of project.	
94	39	5.22) Exit Option and Contract Re-Negotiation	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.	Request Bank to delete this clause.	Clause stands as per RFP
95	40	5.24) Termination	Termination	This is a repetition of Clause 2.25	Clause stands as per RFP
96	41	5.24) Termination	The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.	The clause to be replaced by: The Bank shall be entitled to terminate the agreement at any time by giving notice if:	Clause stands as per RFP
97	41	5.24) Termination	In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further	Request Bank to delete this clause.	Clause stands as per RFP

			allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.		
98	10 and 31	2.1.7 and 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, duties, cess(example: GST) shall be on bank's account.	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/GST ruling at the time of actual delivery of service/implementation and resultant billing.
99	10 and 31	2.1.3 and 5.7.1	The Price Bid also must include all applicable taxes such as Sales/Service/Octroi/Entry Tax/Waybill etc. as per Annexure „D“.	All taxes should be exclusive and applicable as per the prevailing tax rates.	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/GST ruling at the time of actual delivery of service/implementation and resultant billing.
100	NA	Additional	Access to sites	Request Bank to take permissions/access to respective sites and installation works.	No addition
101	NA	Additional	Bidder's Right to Cancel	The Bidder reserves the right to cancel the contract in the following events: <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 	No addition

				<p>payment of invoices within 30 days of receipt of such invoice.</p> <ul style="list-style-type: none"> • 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 	
102	NA	Additional	Site Not Ready	<p>Request bank to add the clause of Site Not Ready (SNR) where, in case the site is not ready because of reasons not attributable to the bidder, the Bank shall not invoke any penalty or Liquidated Damages on the delivered/installed hardware and shall pay for the Hardware once the material is delivered. However, the bank may pay for the bandwidth charges only after the commissioning of VSAT system.</p>	<p>Bank will not impose any penalty for Site Not Ready cases. Further Banks shall release the due payment after 60 days of delivery.</p>
103	NA	Additional	Interest on delayed Payments	<p>The bank shall be liable to pay interest for the due amounts, on the prevailing Bank Deposit Rates in case of delayed payments.</p>	No addition
104		New Clause		<p>Please allow separate billing to bandwidth service provider and hardware provider</p>	No addition
105	Page 16	1.23 Indemnity	<p>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</p>	<p>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.</p>	<p>Clause stands as per RFP</p>

			under the contract shall not exceed the total cost of the project value.	The total liability of the selected bidder under the contract shall not exceed the total cost of the project value.	
106	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
107		General		Request Bank to split the orders for Hardware and Bandwidth on two companies which are wholly owned subsidiary	Separate PO may be issued for Equipment / Bandwidth Rental to the subsidiary /sister organisation of the bidder.
108	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 and Payment	Please refer RFP clause no 5.3.
109	Page 30	5.7.2	5.7.2 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid. 5.7.4 Prices quoted by the	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	Clause stands as per RFP.

			Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.	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 b. Tax/ Govt. Regulations: 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	
110	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 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.	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 on the Dollar Component which can be mentioned in Price Bid Format for reference	Clause stands as per RFP.
111	Page 30	5.8 Payment Terms	5.8.1 50% of the order 5.8 Payment Terms 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	Payment should be SITE WISE / VSAT link WISE and basis actual no of links deployed Kindly consider the following Payment terms Delivery of Equipment 65% of the order value (excluding AMC Value) of the respective site along with Sales Tax, Service Tax, Waybill etc., if required, will be paid Installation of Equipment: 25% of	Please refer RFP clause no 5.8

			for late delivery & installation, if any as per clause no 5.4. 5.8.2 Remaining order value (excluding AMC Value) will be paid after three months of commissioning & successful running of the VSAT system. 5.8.3 Annual Maintenance charges, if any, will be paid quarterly in arrears after realizing the penalty charges, if applicable.	the order value (excluding AMC Value) of the respective site along with Sales Tax, Service Tax, Waybill etc., if required, will be paid 3 months Post I&C: Remaining order value (excluding AMC Value) of the respective site will be paid after three months of commissioning & successful running of the VSAT system.	
112	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."	Please refer RFP clause no 5.10.1
113	Page 31	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` >= 99.5 0 >=99 to <99.5 2,000 500 >= 98 to <99 3,000 1000 >=97 to <98 4,000 2500 <97 10,000 5000 Maximum cap on penalty on above shall be `10,000/- per VSAT per month. In addition to	Request following modification: Monthly Uptime per VSAT in % Penalty Charge per VSAT Monthly In` >= 99.5 0 >=99 to <99.5 2,000 500 >= 98 to <99 3,000 1000 >=97 to <98 4,000 2500 <97 10,000 5000 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.	Please refer RFP clause no 5.11

			above Bank may invoke the Performance Bank Guarantee (PBG) and may cancel the order.		
114	Page 31	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.
115	Page 29	Liquidated Damage	Liquidated Damage for Late Delivery & Installation; of 5% of the Per VSAT Cost Per Site 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 of that site.	Request you to revive the LD to "Liquidated Damage for Late Delivery & Installation; of 0.5% of the Per VSAT Cost Per Site 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 of that site."	Please refer RFP clause no 5.4
116		Eligibility/Qualification		Please allow the eligibility/qualification criteria to be met by the bidder or its 100 percent subsidiary company	Clause stands as per RFP.
117	EMD		Request Bank to consider EMD in the form of Demand Draft in favour of : UCO Bank, payable at Kolkata	EMD	Clause stands as per RFP.
118	Bid Submission Extension		Request Bank to extend the Bid Submission by 21 days.	Bid Submission Extension	Clause stands as per RFP.
119	Page 21	Eligibility Criteria	The bidder should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial	Request Bank to consider declaration from the person signing the Bid/ RFP.	Clause stands as per RFP.

			Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 30.09.2016 and their Borrowal account, if any, with any Bank is a Standard Asset		
120	Page 26	4.16	Dedicated Manpower for 24X7	Request Bank to consider Manpower for 10 hrs on working days. We assume Bank will provide necessary space, Computer, desk.	Clause stands as per RFP. Bank will provide space, computer, telephone.

Date: 01/12/2016