

Request for Proposal (RFP)

For

Supply, Installation, Integration and Maintenance of VSAT Network system



Head Office-2
Department of Information Technology
5th Floor, 3 & 4 D D Block, Sector -1
Salt Lake
Kolkata-700 064

RFP REF NO: UCO/DIT/VSAT/1492/2010
Due Date: 29/11/2010

Cost of the RFP document:- ₹ 10,000/- (Rupees Ten Thousand only)

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for its VSAT Network requirement. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for service provider's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.



OBJECTIVES

Bank invites Tender from vendors of VSAT & Network Equipment with proven capabilities in supply, installation, commissioning and maintenance of VSAT Network system. The scope of the work would cover supply, installation, commissioning and maintenance of VSAT Network system. Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need, respond.



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PART -I

1. Invitation for tender Bids

UCO Bank invites sealed tenders comprising of Technical bid and Commercial bid from experienced system integrators having proven capabilities in supply, installation, commissioning and maintenance of VSAT Network system.

The copy of tender document may be obtained from UCO BANK, Department of Information Technology, 5th Floor, D D Block, Sector -1, Salt Lake, Kolkata – 700064 on working days in person. Also the tender document may be downloaded from our website www.ucobank.com. The bidders downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

The details are given below:

Tender Reference	
Cost of Tender documents	₹ 10,000 /-
Date of issue of RFP	25/10 /2010
Earnest Money Deposit (EMD)	₹ 1,00,000/- (DD/Pay order/BG)
Date of commencement of sale of tender document	25/10 /2010
Pre-Bid meeting /Venue	08/11 /2010 at 11.30 am at below mentioned address
Last Date and Time for receipts of tender bids	29/11 /2010 at 3.00 pm
Opening of technical bids	29/11 /2010 at 4.00 pm
Opening of Price Bid	Will be advised subsequently
Address of Communication	Head Office-2 Department of Information Technology 5 th Floor,3 & 4 D D Block, Sector -1 Salt Lake Kolkata-700 064
Email address	hodit.network@ucobank.co.in
Contact Telephone/Fax Numbers	Tel :0332358 1202 Fax :0332358 1581
Contact Person	Santanu Ghosh Chief Officer(Network Operations)
Bids to be submitted	Tender box placed at above address

Any bid received after target date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The bid documents should be strictly as per the following terms and conditions:

The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing "Technical Bid for VSAT Network system for UCO Bank" on top of the envelope containing Technical Bid & "Commercial Bid for VSAT Network system for UCO Bank" on top of the envelope containing Commercial Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing "Bids for VSAT Network system for UCO Bank" mentioning reference number and date given hereinabove. If the outer cover/envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process strictly according to the time schedule.

The Technical Bid will be evaluated first for compliance with the prescribed Technical Specification of the qualified bidder, who qualified as per the eligibility criteria mentioned in the RFP. Commercial Bid of only those bidders, who have qualified in Technical evaluation, will be opened by the Bank. A maximum of two authorized representative of the bidder will be allowed at the opening of the bids.

The Bids should be addressed to:

General Manager (IT)
UCO Bank
Head Office-2
Department of Information Technology
5th Floor, 3 & 4 D D Block, Sector -1
Salt Lake
Kolkata - 700 064

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

2. Submission of Bid

- 2.1. Technical Bid should be duly sealed and super scribed as "Technical Bid for VSAT Network system for UCO Bank".
- 2.2. Bid should comply with the technical specification of the required item as specified in Annexure – A .
- 2.3. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 2.4. Commercial bid duly sealed and super scribed as "Commercial Bid for VSAT Network system for UCO Bank" should comply as specified in Annexure – B
- 2.5. 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.
- 2.6. UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 2.7. Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes
- 2.8. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.

- 2.9. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 2.10. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 2.11. Canvassing of any kind will be a disqualification and the bank may decide to cancel the bidder from its empanelment.
- 2.12. The Price Bid must include all software licenses, all hardware and network equipment along with system configuration, Model No, Part No and Price Tag covering warranty period of **five years**. The Price Bid also must include **all applicable taxes** such as Sales/Service/Octroi/Entry Tax/ Waybill etc. as per Annexure 'B'.
- 2.13. 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.
- 2.14. 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.
- 2.15. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- 2.16. 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.
- 2.17. 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.
- 2.18. Incomplete bids or bids not confirming to the terms and conditions are liable for rejection by the Bank.

- 2.19. The Technical bid should have compliance chart as per **Annexure-A, B, C, D, E, F (with masking price) including documentary proof in support of Eligibility Criteria.**
- 2.20. The Commercial bid should have compliance chart as per **Annexure-A, B, C, D, E.**
- 2.21. The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this tender notice.
- 2.22. 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. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- 2.23. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- 2.24. The Bank is looking for well proven branded products, which are volumes produced and used by a large number of users in India. **Printed literature (for specific product and version numbers)** describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software delivered should be the latest one available. The bidder shall not quote for the products, whose End of sale/ End of Support has been declared by the OEM.
- 2.25. Bids once submitted shall not be returned to the Bidder in future.
- 2.26. Canvassing of any kind or Bid submitted with false information will lead to disqualification.
- 2.27. Bidders must have back to back support relation with the OEM's whose products are followed by the bidder to the Bank, in case the bidder is not Original Equipment Manufacturer(OEM). **A commitment letter from**

the OEM has to be submitted along with the Technical bid in this regard at least for a period of 5 years.

- 2.28. If necessary, the Bidder is required to give presentation on the solution offered as well as arrange site visit, where Bidder has installed and Operationalised similar solution.
- 2.29. The quotations shall be submitted strictly in conformity with the specifications given in **Annexure –A**.
- 2.30. The Bank will not be responsible for non-receipt of quotations within the specified date and time due to any reason including postal delay or holidays.

3. Cost of tender Documents

The intending bidders should pay along with bids the Cost of tender Documents of ₹ 10, 000/- (Rupees Ten Thousand only). The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of 'UCO Bank' payable at Kolkata. The Cost of tender Document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

4. Earnest Money Deposit

The Bidder must submit Earnest Money Deposit (EMD) **along with the Technical RFP** in the form of Demand Draft/Pay Order/Bank Guarantee in favour of UCO Bank payable at Kolkata having validity period for 180 days from the date of opening of Technical RFP. The EMD amount is ₹ 1 Lac (Rupees One Lac Only) issued by any scheduled commercial bank.

Non-submission of EMD will lead to outright rejection of the RFP of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- In the case of a successful bidder, if the bidder fails to sign the contract in accordance with any Terms and Conditions or any requirement as specified in this document.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

- The bidder violates any of the provisions of the terms and conditions of this tender specification.

5. Rejection of the Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 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.

6. Performance Bank Guarantee

The successful bidder, within 30 days from the first purchase order will have to furnish a Performance Bank Guarantee issued by any scheduled commercial bank equal to 10% of the order value valid for 63 months from the date of first order. The bidder is required to submit the Performance Bank Guarantee to the Bank equal to 10% of the order value valid till the expiry of the First Performance Bank Guarantee for each successive purchase order. Upon furnishing the Performance Bank Guarantee and execution of agreement, the EMD of the successful bidder shall be returned to him.

The Performance Bank Guarantee shall act as a security deposit and either incase the Bidder 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.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee incase the Bidder 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.

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 05/11/2010 on e-mail:

hodit.network@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.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

8. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will not be refunded by the Bank.

9. Introduction and Disclaimer

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for VSAT Network system.

The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

10. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document. Neither Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

11. For Respondent Only

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

12. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

13. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

15. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

16. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

17. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

18. RFP response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

19. 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.

20. Notification

Bank will notify the Respondents in writing as soon as practicable about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

21. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

22. Language of Bids

The bid, correspondence and supporting documents should be submitted in English.

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.

24. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

25. Arbitration

25.1. 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.

25.2. Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof.

25.3. The venue of the arbitration shall be at KOLKATA, INDIA.

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).

27. Termination of the Contract & Compensation

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 :

- 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.
- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages/penalty charges exceeds more than 5% of the total contract price.

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.

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 months 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.

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.

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.

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.

29. Notices

29.1. 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, to the address of the receiving party by the other in writing, provided such change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of the contract.

29.2. Any notice or other communications shall be deemed to have validly given on date of delivery if hand delivered, if sent by registered post or by recognized courier, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.

PART -II

1. Eligibility Criteria

The eligibility criteria are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted

- 1.1 The bidder should be a profitable company in last three financial years. Copies of annual reports and audited balance sheet for the last three years ending on 31.03.2010, 31.03.2009 and 31.03.2008 should be provided.
- 1.2 The bidder should have the experience of supply, installation, integration and maintenance of VSAT Equipment for more than 3 years in India. Documentary proof should be provided in support of experience like order copy/contract copy/certificate from customer.
- 1.3 The bidder should have deployed VSAT System in at least one Scheduled Commercial Bank in India with minimum 100 VSATs. Documentary proof should be provided in support like order copy/contract copy/certificate from customer.
- 1.4 Bidder should have their own operational HUB with a requisite wireless planning commission (WPC) clearance or any other valid license. The bidder also must have VSAT network with valid license to operate in India. Documentary proof should be provided in support of that.
- 1.5 Bidders should have its own network management system (NMS) to check the uptime and monitoring / maintenance of network. Details of NMS should be submitted.
- 1.6 Bidder should have helpdesk support facility and shall provide telephone number of helpdesk support. Details of Helpdesk should be submitted.
- 1.7 The bidder should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial Institutions in India in the past. The bidder has to submit an undertaking to this effect on their Company's Letter Head.

2. Scope of Work

- 2.1. This is a Rate Approval process for VSAT equipment and Router for a period of one year from the date of first purchase order. Bank intends to procure VSAT equipment & Router as & when required basis within one year. Bidder shall be able to supply and install of VSAT & Router at various locations identified by the Bank across the country. The VSAT & Router supplied must be seamlessly integrated with the existing network of the bank.
- 2.2. Bank reserves the right to make changes (modify/delete) the sites as per the Bank's requirement and the same will be binding on the Company.
- 2.3. The VSAT connectivity will be deployed in the branches as well as in the Off-site ATM locations. In new branches the VSAT equipment will be deployed along with Router to implement End to end IPsec security feature in the branch connectivity. Whereas in existing branches VSAT connectivity will be terminated in the existing router.
- 2.4. In the Off-site ATM locations only VSAT equipment will be deployed. Router is not required to terminate the VSAT connectivity in Off-site ATM locations.
- 2.5. The VSAT link will be terminated to the Ethernet LAN (RJ45) port of the Router, if required or already installed, at branches and from the Router to the Switch. All necessary equipment hardware / software (if any) etc., is required to connect the link in router Ethernet port shall be provided by the selected bidder.
- 2.6. The VSAT link will be terminated to the Ethernet LAN (RJ45) port of the Switch installed at Off- Site ATM. All necessary equipment hardware / software (if any) etc., is required to connect the link in Switch Ethernet port shall be provided by the selected bidder.
- 2.7. The bidder is required to maintain an uptime of 99.5% per VSAT on monthly basis.
- 2.8. Maintenance of the VSAT equipment , Router supplied by the bidder and connectivity provided by the bidder would be the responsibility of the bidder. The Bank will provide necessary power for the equipment to be deployed by the bidder.

- 2.9. Bank will provide IP addressing scheme in co-ordination with the Bank's system integrator, which shall be used for communication through VSAT network.
- 2.10. The successful bidder would be required to configure end to end IPSEC.
- 2.11. As financial transaction shall travel through the network, end to end secured network shall be provided by the Bidder.
- 2.12. Security being prime concern, Solution should not breach the security of any other installations of Bank in any way.**
- 2.13. Backhaul connections from different service providers between the Hub Centre of the bidder and the Data Centre at Bangalore & DR Site, at Kolkata shall be provided by the Bidder. For this, if required Bidder has to provide for necessary equipment like routers, modems etc. Bandwidth of Backhaul links must be higher than the pool bandwidth. The minimum backhaul bandwidth should be 64 Kbps.
- 2.14. The Bidder shall supply & install VSAT equipment and provide connectivity and commission them within 4 weeks of placement of purchase order for the same.
- 2.15. 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.
- 2.16. This network provided by bidder may be utilized for use of various financial / non-financial applications.
- 2.17. The Bidder shall provide location wise uptime and bandwidth utilization report on monthly basis.
- 2.18. Bidder shall meet and responsible for all the Govt. or other Regulatory directions/ requirements and ensure its compliance during the contract period.
- 2.19. In case of Disaster at bidder's HUB centre, the bidder must make the VSAT network live from bidder's DR Hub Centre within 30 Mins.

3. Delivery and Installation

- 3.1 Deliveries of the equipments, installation and operationalization should be made within 4 weeks from the date of purchase order.

- 3.2 In case the delivery or installation is delayed beyond the above schedule, a penalty of one half of one percent (0.5%) of the order value of the undelivered material for each calendar week of delay or part thereof, subject to a maximum of 5% of the total order value will be imposed and deducted from the bill amount.
- 3.3 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 3.4 Pre-shipment Quality Inspection certificates for all equipments are to be submitted along with the invoices to the Bank.
- 3.5 The installation will be deemed to complete when all the Hardware products specified in Annexure-A have been supplied, implemented and made operationalise 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 operationalisation.
- 3.6 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 3.7 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.
- 3.8 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.
- 3.9 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. Obtaining necessary road permits and other related permits will be the responsibility of the bidder.

4. Liquidated Damage

- 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.
- 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.
- 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.

5. Warranty



- 5.1. The selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of warranty will be in accordance with Performance Bank Guarantee period as per the clause 6 of Part-I of this RFP document. During the warranty period, the bidder will have to undertake comprehensive maintenance of the VSAT equipment supplied by the bidder.
- 5.2. During the warranty period the bidder should maintain the acceptance criteria and shall be responsible for all costs relating to labors, maintenance (preventive and corrective) and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to confirm to the specifications, as specified. The bidder should inform the bank about the end of life of the product proposed
- 5.3. The bidder should inform the product life cycle of all the products supplied by the bidder and should specify the product road map in the technical bid.

6. Bidder's comprehensive maintenance during warranty period

- 6.1. The selected bidder shall ensure that services of professionally qualified persons are available for providing comprehensive on-site maintenance of the VSAT Network System during warranty period.
- 6.2. The selected bidder shall provide preventive maintenance schedules per month, which shall be specified in advance.
- 6.3. Bank reserves the right to enter into AMC agreement for the Systems or reject any proposal after expiry of warranty period without assigning any reason. Entering into or renewal of AMC will be done only after submission of the Satisfactory Service Report signed by the concerned authority. 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 warranty.

7. Price

- 7.1. The Price Bid must include all hardware equipments along with system configuration, Model No, Part No and Price Tag covering warranty period of five years. The Price Bid also must include all applicable taxes such as Sales/Service/Octroi/Entry Tax/ Waybill etc.
- 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.
- 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.
- 7.4. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- 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.

8. Payment Terms

- 9.1 50% of the order value (excluding pool bandwidth and backhaul links charges) along with Sales Tax, Service Tax, Octroi, Waybill etc., if required, will be paid on delivery of the all equipment required for successful installation of VSAT connectivity at sites. The claim for payment against delivery should contain proof of delivery signed by Bank's authorized official.
- 9.2 Remaining order value(excluding pool bandwidth and backhaul links charges) 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 5.1 under part II.
- 9.3 Pool bandwidth, Annual Technical Support (ATS), Maintenance charges, if any, will be paid quarterly in arrears after realizing the penalty charges, if applicable.
- 9.4 Backhaul links taken from two different Service Providers by the bidder in the Name of the Bank will be paid by the Bank after realizing penalty charges, if any, for not maintaining 99.5% uptime of Backhaul link for all the days (24 hours) calculated on monthly basis. The penalty charges will be informed to the Bank before the due date by the bidder as per the agreement between bidder, ISP and the Bank. Monthly Bandwidth utilization and uptime report will be submitted along with invoice.

9. Acceptance by the Bank

- 9.1. 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.
- 9.2. The Acceptance Test shall be as per the comprehensive "Acceptance Test Plan" document to be prepared jointly by the bidder and the Bank which shall contain various tests to be performed for acceptance of the solution offered by the bidder.
- 9.3. On the evaluation of the Acceptance Test results and if required in view of the performance of the solution, as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of the solution or of any component there under, including replacement thereof, at no additional cost to the Bank, to

ensure that the solution meets the requirements of the Bank as envisaged in the Tender Document.

10. 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 In ₹
>= 99.5	0
>=99 to <99.5	2000
>= 98 to <99	3000
>=97 to <98	4000
<97	10000

During non banking hours (8.00 PM to 8.00 AM)

Monthly Uptime per VSAT in %	Penalty Charge per VSAT In ₹
>= 99	0
>=98 to <99	2000
>= 97 to <98	3000
>=96 to <97	4000
<96	5000

CO BANK

Maximum cap on penalty on above shall be Rs. 10,000/- per VSAT per month. In addition to above Bank may invoke the Performance Bank Guarantee (PBG) and may cancel the order.

11. 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.

12. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- 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,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the 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.

13. Training

The Bidder shall have to train at least 5 officers of the Bank at Bidder site by the certified and trained engineers/personnel of the Bidder on the hardware products supplied.



Technical Specifications**VSAT Equipment**

Sl. No.	Features	Requirements	Make & Model No.	Compliance (Yes/No)
1	Make & Model of VSAT	Specify name		
2	Antenna Diameter	1.2 mtr.		
3	Frequency band	Ku Band (12 to 18 GHz)		
4	Equipped with necessary accessories and cables			

Pool Bandwidth

Sl.No	Features	Requirements	Compliance
1	Pool bandwidth per VSAT for branch	17 Kbps per branch	
2	Pool bandwidth per VSAT for off-site ATM	3 Kbps per ATM	

Backhaul Links

Sl.No	Features	Requirements	Compliance
1	Hub Centre to Bangalore Data Centre	Service providers must be different. Specify the name of ISP & bandwidth	
2	Hub Centre to Kolkata Data Centre		
3	Router & Other Network Equipment for terminating backhaul links.	Specify Make & Model no.	

Branch Router

Sl. No.	Features	Requirements	Make & Model No.	Compliance (Yes/No)
1	Make & Model of Router	Specify name		
2	Serial port (For connecting Leased line upto 2 Mbps)	1 no.		
3	Ethernet port (Must support fast Ethernet speed i.e. 100 Mbps)	Minimum 2 ports		
4	Optional Item: Router with only Ethernet Port	Minimum 2 ports		



Bill of Material**Network equipment & Services**

SI No	Network equipments/Internet Connectivity	Make / Model/ Part No./ Version	Qty	Unit Price (in ₹)	Taxes * (in ₹)	Total Price including taxes (in ₹)
1	VSAT Equipment		Per VSAT			
2	Branch Router		Per Router			
3	Pool Bandwidth for Branch		Per Kbps per annum			
4	Pool bandwidth for ATM		Per Kbps per annum			
6.	Backhaul link charges		2 no. of Leased Line with 2 Mbps bandwidth each	(Annual charges)		(Total charges in 5 years)
				(Annual charges)		(Total charges in 5 years)
Sub Total A						
	Optional Item : Router with 2 Ethernet Port Only		Per Router			

Annual Technical Support (ATS) and Maintenance :

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

Grand Total (A+B) in Rupees =

*Sales tax/VAT/Service tax, if applicable, should be quoted in respective columns. The Bank will pay the sales tax/VAT/Service tax ruling at the time of actual delivery of service/implementation and resultant billing.



PROFORMA FOR PERFORMANCE GUARANTEE
(To be stamped in accordance with the stamp act)

To: _____(Name of Purchaser) WHEREAS
..... (Name of Selected Bidder) (hereinafter
called "the Selected Bidder") has undertaken, in pursuance of Contract
No..... dated,.....20__ to supply.....
.....(Description of Products and Services) (hereinafter
called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Selected Bidder shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Selected Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Selected Bidder a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Selected Bidder, up to a total of.....
..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Selected Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid upto theday of.....

Signature and Seal of Guarantors

(Selected Bidder's Bank).....

Date.....

Compliance Chart

Compliance chart for submitting RFP for supply, installation and maintenance of VSAT Network System

Sl No.	Particulars	Compliance Status (Yes / No)
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?	
2.	Is the Technical bid made in conformity with technical specification as per Annexure –A?	
3.	Is the Commercial bid made in conformity with technical specification as per Annexure –B?	
4.	Whether Bill of Material is mentioned in Technical offer document?	
5.	Whether Model No. & Bill of Material is mentioned in Commercial Bid document?	
6.	Are the Technical & Commercial Bids organized properly?	
7.	Are all the pages numbered properly and signed?	
8.	Can delivery of VSAT equipment be made within 4 weeks from the date of purchase order and install the system within 3 days after delivery?	
9.	Is the schematic diagram of the propose solution submitted?	
10.	Annexure –E is enclosed with duly signed	
11.	Is the softcopies of the response of Technical Commercial RFP submitted in separate CDs?	
12.	Are document in support of all eligibility criteria submitted	
13.	Are your solution complied with all Scope of work	

The General Manager (IT)
UCO Bank,
Head Office
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Sir,

Reg.: Our bid for Implementation of Supply, Implementation, Integration and Maintenance of VSAT Networking System

We submit our Bid Document herewith.

We understand that

You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by UCO bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof, shall constitute a binding contract between us.

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Bidder means the bidder who is decided and declared so after examination of commercial bids.

The names of shortlisted bidders after the completion of the bidding process (Technical Bid), and the name of successful bidder to whom the contract is finally awarded after the completion of Commercial Bid, shall be displayed on the Notice Board of the purchaser at UCO Bank, Head Office, Department of Information Technology, DD Block, sector-I, Salt Lake Kolkata – 700064.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Annexure -F

SECURITY BID

(To be stamped in accordance with the stamp act)

WHEREAS UCO BANK a body corporate constituted under The Banking companies (Acquisition & Transfer of Undertakings Act of 1970), having its Head Office at 10, B.T.M. Sarani, KOLKATA – 700 001, (hereinafter called “**UCO BANK**”) which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank) has released a Request For Proposal (RFP) dated.....for Implementation of VSAT Network System as mentioned in RFP document.

AND

WHEREAS (Herein after called the **Bidder**) has responded to the request for proposal given by **UCO BANK** and has submitted a proposal for the Implementation of VSAT Network System vide its. Response Document dated

AND WHEREAS UCO BANK has agreed to accept from the **Bidder** the said proposal relating to implementation of Centralized Antivirus and Client Automation Solution and evaluate the same for the purpose of determining the suitability of the same for implementation.

AND WHEREAS the **Bidder** has requestedBank having its head office at.....(herein after called the **Guaranteeing Bank**) to irrevocably guarantee an amount of ₹ 1 Lac (One Lac only) to **UCO BANK** as required to be submitted the ‘**Bidder**’ as a condition for participation in the RFP evaluation process.

AND WHEREAS.....the **Guaranteeing Bank** has agreed to irrevocably guarantee an amount of ₹ 1 Lac (One Lac only) to **UCO BANK** as Bid Security as required to be submitted the ‘**Bidder**’ as a condition for participation in the RFP evaluation process

NOW THIS DEED OF GUARANTEE WITNESSETH AS UNDER:

Whereas the ‘**Bidder**’ has submitted a proposal in response to the RFP released by **UCO BANK**, we, _____Bank (the **Guaranteeing Bank**) having our head office at _____ hereby irrevocably guarantee an amount of ₹ 1 Lac (One Lac only) to **UCO BANK** as bid security as required to be submitted by the ‘**Bidder**’ as a condition for participation in the said process of RFP.

The Bid Security for which this guarantee is given is liable to be enforced / invoked:

If the **Bidder** withdraws his proposal during the period of the proposal validity; or

If the **Bidder**, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms & Conditions mentioned in the RFP.

We, the **Guaranteeing Bank**, undertake to pay immediately on demand to **UCO BANK** the said amount of ₹ 1 Lac (One Lac only) without any reservation, protest, demur or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any demand made by **UCO BANK** which shall be conclusive and binding on us irrespective of any dispute or difference raised by the **Bidder**.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹ 1 Lac (One Lac only).
2. This Bank guarantee will be valid up to 30/05/2011; and

In witness whereof the Guaranteeing Bank, through its authorized officer has sets its hand and stamp on this _____ day of _____ at _____.