

Request for Proposal (RFP)

For

Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications



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

RFPREF NO: UCO/DIT/03/2017-18 Date: 01/04/2017

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, reissue this RFP Document and all amendments will be advised to the bidders/hosted in the Bank's website 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 Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications. 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 bidder'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.

UCO BANK

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Bid Control Sheet

Tender Reference	UCO/DIT/03/2017-18 Dated 01.04.2017
Cost of Tender documents	Rs.20,000/- (Rupees Twenty Thousand)
Date of issue of RFP	01.04.2017
Earnest Money Deposit (EMD)	Rs.25,00,000/- (Rupees Twenty Five Lacs only) (in the form of Bank Guarantee)
Date of commencement of sale of tender document	01.04.2017
Last date for submitting queries for the Pre-bid Meeting	12.04.2017
Pre-Bid meeting /Venue	13.04.2017 at 11:30 AM, Head Office-2 Department of Information Technology 5 th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	28.04.2017 at 3:00 PM
Opening of technical bids	28.04.2017 at 3:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5 th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-4455 9775 Fax : 03344559063
Contact Person	Mr. Sanjay Prasad Chief Manager – IT
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 3:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid

Part –I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches and more than 2700+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. Objectives

Currently, in UCO Bank, various Payment systems like SFMS, SWIFT, CCIL etc. & other systems like Compliance link, EDPMS, Biometric system etc. are in use. Our department is also in the process of implementing/upgrading various new Projects/Applications like Security Operations Centre (SOC), IDPMS, integration with Bureau link etc. and implementing Disaster Recovery Site (DR Site)/ Parallel Nearby site for various applications like Compliance link, Micro ATM, CCIL etc.

In order to cater to hardware requirement of aforesaid existing systems as well as for new Projects/Applications, UCO Bank has decided to procure new Hardware and required Software Licenses for these Projects/applications.

The bidder should provide the required hardware, software, communication equipment for the successful implementation of the proposed solution. The Hardware shall be installed at Kolkata, Bengaluru & Mumbai.

3. 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.

Sl. No.	Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a company (Pvt. /Public) registered under the Companies Act, 1956 since the last three years.	Certificate of incorporation & commencement of Business (whichever applicable) should be

		submitted.
2	The Bidder should have minimum annual turnover of min Rs. 50 Crores during the last three financial years (2013-14, 2014-15, 2015-16).	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.
3	Bidder should be a profit (profit after tax) making company in any two of the last three financial years (2013-2014, 2014-2015 and 2015-2016).	Copy of the audited balance sheet.
4	Bidder should be Original Equipment Manufacturer (OEM) of Servers OR their authorized representative / distributor in India and should have installed atleast 10 Blade Servers with chassis in any of the scheduled commercial Banks in India as on RFP submission date.	Copy of purchase order and reference letters/ Authorization Letter from OEM to be enclosed containing contact details of the signing authority of the purchase order / authorization letter.
5.	The Bidder should have experience in installation of Oracle and MS SQL database with cluster implementation and SAN Storage, creation of Virtual Machines and its maintenance.	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause.
6.	Modular Server OEM should be in the "GARTNER LEADER" group of MAGIC QUADRANT for Modular Servers.	A self-attested authentic copy of Magic Quadrant for Modular Servers published by Gartner in Year 2016 to be submitted.
7.	Storage OEM should be in the "GARTNER LEADER" group of MAGIC QUADRANT for Storage.	A self-attested authentic copy of Magic Quadrant for Storage published by Gartner in Year 2016 to be submitted.
8.	The bidder / OEM should have service center with engineers having experience in Servers / Storage for providing support at Bank's location at Kolkata/Bangalore.	Detailed list of authorized service centers at the said delivery locations should be provided
9.	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to that effect on the company letter head should be submitted
<p>Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.</p>		

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents /**

certificates should be submitted as proof in support of the claims made. UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

UCO BANK

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for supply, installation and maintenance of hardware and software licenses. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

3. Tender Document & Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs 20,000/- (Rupees Twenty Thousands Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website <https://www.ucobank.com>. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs 20,000/- (Rupees Twenty Thousands Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the

grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee **valid for a period of 180 days** in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Supply, Installation and Maintenance of Hardware and Software Licenses for various projects/applications	Rs. 25,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- d. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

The Bank details for Bank Guarantee (EMD) are as below:

- ✓ Account Number-18700210000755
- ✓ Account Name- M/S H.O. DIT
- ✓ Branch- DD Block, Salt Lake branch
- ✓ IFSC- UCBA0001870
- ✓ MICR-700028138

Note: exemption from submission of EMD shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small Scale Industrial Corporation (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for EMD exemption.

As per Govt. of India guidelines, there is a special provision for Micro and Small Enterprises owned by Schedule Castes and Schedule Tribes. Out of 20% target of annual procurement from Micro and Small Enterprises, a sub-target of 20% (i.e. 4% out of above 20%) shall be embarked for procurement from Micro and Small Enterprises owned by Schedule Castes and Schedule Tribe entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in the tender process or meet tender requirements and L1 price, 4% sub-target for procurement embarked for procurement from Micro and Small Enterprises owned by Schedule Caste and Schedule Tribe entrepreneurs shall be met from other Micro and Small Entrepreneurs.

(It is clarified that necessary and valid documents should be submitted by the Micro and Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.)

Further, participating Micro and Small Enterprises bidders quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement if they agree to bring down their price to L1 price in a situation where L1 price is from some other firm other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately.

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Telegram/Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.calcutta@ucobank.co.in. It may

be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be sent to each individual bidder. The Pre-Bid Meeting date is mentioned in bid control sheet.

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

Pre-bid queries raised by the bidder(s) are to be submitted in the format given in Annexure-K.

7. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. No Legal Relationship

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

14. Errors and Omissions

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

15. Acceptance of Terms

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

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, bank shall appropriate the EMD/invoke the PBG of the successful bidder.

16. 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.

17. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the last date of opening of commercial bid.

18. Notification

Bank will notify the Respondents in writing as soon as possible 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.

19. Language of Bids

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

20. Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

21. 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. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign 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.**

In this regard, a Power of Attorney on a Judicial Stamp Paper is to be submitted from the Bidder side indicating the authorised signatory.

22. Submission of Offer – Three Bid System

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and superscribed as "Eligibility Bid", "Technical Bid" and "Commercial Bid" respectively should be

put in a single sealed outer cover duly sealed and super-scribed as "Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications (Eligibility Bid)", " Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications (Technical Bid)" and "Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications (Commercial Bid)" shall be submitted as per bid details given in the RFP.

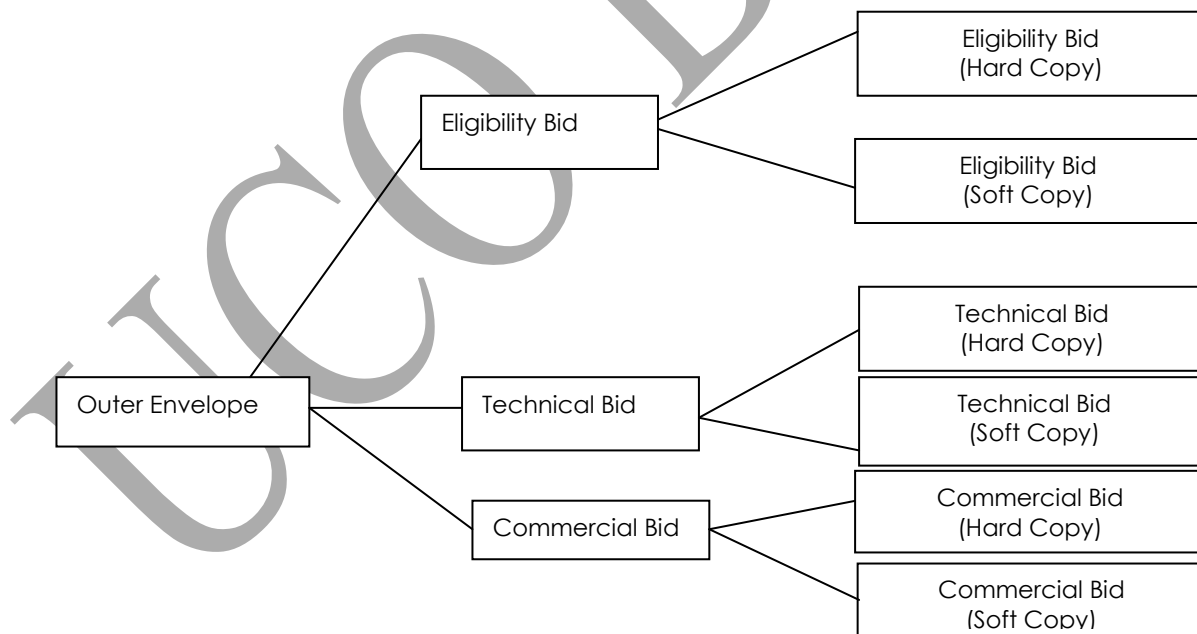
Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications" as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein.

The bids shall be dropped / submitted at UCO Bank's address given in the above Bid Detail-Table, on or before the date specified therein

All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Technical or Commercial)



The Eligibility and Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, **except prices**. The Eligibility and Techno functional offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any

decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- 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.
- 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 / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

23. Bid Price

Prices quoted by the Bidder shall be fixed. The Bid price should be quoted by the bidder as per format given in Annexure 'E' of the RFP.

The price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except Service tax as applicable from time to time shall be paid separately. In case of any variation (upward or down ward) in Service tax quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax/cess.

It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal.

A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of UCO Bank in this regard shall be final, conclusive and binding on Bidders. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

Terms of payment indicated in the Contract that will be issued by the Company to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Company and that the Invoice would be governed by the terms contained in the Contract concluded between Company and the selected Bidder". Bidder should ensure that the project timeline should not suffer for this reason.

24. Documents constituting the Bid

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- a. Table of Contents (Index)
- b. Tender Forwarding Letter (Annexure – A)
- c. Technical Specifications (Annexure – B)
- d. General Details of Bidders(Annexure - C)
- e. Manufacturer's Authority Form (Annexure-D)
- f. Masked Commercial Bid (Annexure-E)
- g. Compliance to Eligibility Criteria (Annexure – F) - Along with all required documentary evidence.
- h. Proforma for Performance Guarantee (Annexure-G)
- i. Proforma for Deed of Indemnity (Annexure-H)
- j. Pre Contract Integrity Pact (Annexure-I)
- k. Format of Bank Guarantee (Annexure – F)
- l. Technical bid template (Annexure –I)
- m. Non-Disclosure Agreement (Annexure-J)
- n. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure –K)
- o. Format of Bank Guarantee (Annexure – L)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure-E) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

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Part –III: BID OPENING AND EVALUATION CRITERIA

There would be Three (3) stages for evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

The Bank will open the technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

2. Technical Evaluation:

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV.

RFP technical evaluation methodology that UCO BANK would adopt is as given below:

- i. The functional and technical requirement is in the form of a table which is given as **Annexure-“B”** containing the required functionality features.
- ii. The bidders should provide their response to the questionnaire in the column “Response”.

Non-compliance of any point in scope of work and technical requirements as per Annexure-A will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3. Commercial Evaluation

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure “E”**. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in **Annexure "E"**.

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in **Annexure "E"**.

- a. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- b. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- c. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- d. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

4. Normalization of bids

Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Bank may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The re-submissions can be requested by Bank in the following two manners:

- Incremental bid submissions in part of the requested clarifications by Bank
- Revised submissions of the entire bid in the whole

Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Company during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum.

Any such corrigendum shall be deemed to be incorporated into this RFP.

UCO BANK

Part – IV

Scope of Work

Bank intends to select vendor for Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications.

The Selected Bidder is required to deliver the following hardware, software and services:

a) The bidder should supply, install, commission and maintain the hardware and Software mentioned below.

S.No	Description	Qty	Place of Delivery, Installation and commissioning
1	Type-I Half blade Servers as per technical specification given in Annexure-I	8	The proposed Servers will be delivered at Kolkata and Bangalore.
2	Type-II Half blade Servers as per technical specification given in Annexure-II	8	The proposed Servers will be delivered at Kolkata and Bangalore.
3	Type-III Half blade Servers as per technical specification given in Annexure-III	22	The proposed Servers will be delivered at Kolkata and Bangalore.
4	Rack Mountable server as per technical specification given in Annexure-IV	4	The proposed Servers will be delivered at Mumbai.
5	Blade Server Chassis/Enclosure As per specifications given in Annexure V	2 **	The proposed enclosures will be delivered at Kolkata and Bangalore.
6	SAN Storage 25 TB expandable up to 40 TB As per specifications given in Annexure VI	2	The proposed storage will be delivered at Kolkata and Bangalore.
7	Windows Server 2016 Standard Edition(Preloaded) for all Servers and down gradable to Windows Server 2012 Enterprise Edition .		License documents to be delivered at Head office-DIT, Kolkata
8	All other softwares like Oracle, Unix, IBM Websphere MQ, (Virtualization) required will be intimated in due course.		

**** Blade Server Chassis/Enclosure required to house minimum 24 half blade servers at Kolkata and min 24 half blade servers at Bangalore site.**

- b) The bidder shall be responsible for implementation of complete project i.e Supply, Installation, commissioning and Maintenance of Server, installation and configuration of Operating System, Database (Oracle & MS SQL), Configuration of Server, SAN and creation of virtual machines (VMs) as per Banks' requirement.
- c) The server should come with systems management software to provide update management, configuration management, patch management and virtualization management.
- d) The bidder should provide a single console with individual virtual server management facility operation of virtual servers through same console i.e without any need to login in individual servers for the management & operations purpose.
- e) The bidder will be responsible for creation of virtual machines as per Bank's requirement.

- f) The bidder will also be responsible to maintain / support supplied hardware, software database, SAN Storage during contract period. The bidder will be responsible to attend to issues / problems reported by the Bank on priority basis within 24 hours.
- g) As on date of submission of bid, proposed hardware should not have been declared end of sale, end of support / end of life. The proposed hardware should have roadmap for end of sale minimum 2 years and end of support / end of life for minimum next 7 years.
- h) In case the proposed hardware is declared end of support within 2 years and / or end of support / end of life within 7 years after date of installation, selected bidder will be required to replace such hardware items with new one of similar or higher configuration at no additional cost to Bank.
- i) The Bidder to quote cost strictly as per the scope. Any additional requirement regarding hardware and software, after awarding the contract will not be entertained by the Bank.

UCO BANK

Part-V

1. Order details

The purchase order will be placed by Bank Head Office, DIT in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Schedule of Implementation

Location for Delivery:

Sl. No	Description.	Qty.	Place of Delivery, Installation and commissioning.
1.	Servers as per technical specification given in Annexure-1	8	Servers to be delivered to Bangalore Data Center (BDC), Tata Communications, Videsh Sanchar Bhavan, No-2, KEB layout, Sanjay Nagar Main Road, Sanjay Nagar, Geddalahalli, Bengaluru – 560094. and Servers to be delivered to DR Site at Kolkata, UCO Bank, Head Office-2, 5th Floor, 3 & 4 DD Block, Sector 1, Saltlake, Kolkata – 700064.
2.	Servers as per technical specification given in Annexure-2	8	Servers to be delivered to Bangalore Data Center (BDC), Tata Communications, Videsh Sanchar Bhavan, No-2, KEB layout, Sanjay Nagar Main Road, Sanjay Nagar, Geddalahalli, Bengaluru – 560094. and Servers to be delivered to DR Site at Kolkata, UCO Bank, Head Office-2, 5th Floor, 3 & 4 DD Block, Sector 1, Saltlake, Kolkata – 700064.
3.	Servers as per technical specification given in Annexure-3	22	Servers to be delivered to Bangalore Data Center (BDC), Tata Communications, Videsh Sanchar Bhavan, No-2, KEB layout, Sanjay Nagar Main Road, Sanjay Nagar, Geddalahalli, Bengaluru – 560094.

	Servers as per technical specification given in Annexure-3		and Servers to be delivered to DR Site at Kolkata, UCO Bank, Head Office-2, 5th Floor, 3 & 4 DD Block, Sector 1, Saltlake, Kolkata – 700064.
4	Servers as per technical specification given in Annexure-4	4	Servers to be delivered to Treasury Branch, Mumbai, UCO Bank building, Mezzanine Floor, 359, Dr. D. N. Road, Mumbai – 400021 and Servers to be delivered to, UCO Bank building. Nariman Point, Mumbai – 400021
5.	Server Chassis /Enclosure to house minimum 24 half height / blade servers each at Kolkata & Bangalore given in Annexure-5	2	One Enclosure delivered to Bangalore Data Center (BDC), Tata Communications, Videsh Sanchar Bhavan, No-2, KEB layout, Sanjay Nagar Main Road, Sanjay Nagar, Geddalahalli, Bengaluru – 560094. and One Enclosure to be delivered to DR Site at Kolkata, UCO Bank, Head Office-2, 5th Floor, 3 & 4 DD Block, Sector 1, Saltlake, Kolkata – 700064.
6.	SAN Storage as per technical specification given in Annexure-6	2	1 at DR Site, Kolkata, UCO Bank, Head Office-2, 5th Floor, 3 & 4 DD Block, Sector 1, Saltlake, Kolkata – 700064 and 1 at Bangalore Data Center (BDC), Tata Communications, Videsh Sanchar Bhavan, No-2, KEB layout, Sanjay Nagar Main Road, Sanjay Nagar, Geddalahalli, Bengaluru – 560094.

- II. The selected bidder must undertake to deliver the items ordered **within 6 weeks** from the date of acceptance of the purchase order.

- III. The Bank reserves the right to shift the ordered items to any location where bank has presence or its Technical Partners, anywhere in India, during the warranty period.
- IV. Installation and upgradation should be completed within 4 weeks of delivery, in case the site is ready. If site is not ready, installation should be completed within a week of request from the concerned site upon Site Readiness confirmation by the bank.

3. Compliance with all Applicable Laws

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

4. Solicitation of employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

5. Performance Bank Guarantee

The Selected bidder, within 30 days from the date of purchase order/letter of intent will have to furnish a Performance Bank Guarantee, format as per **Annexure-“G”**, issued by any scheduled commercial bank equivalent to 10% of the project cost valid for **60 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 shall act as a security deposit and either in case the selected 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 in case the Selected 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.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

6. Warranty

- i. The selected bidder must provide 5 (Five) year on-site comprehensive warranty for all hardware and peripheral items to be supplied under this RFP covering all parts and labour from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty.
- ii. During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, system software and accessories supplied by the vendor.
- iii. The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defect arising from design, material, manufacturing workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period.
- iv. Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party installs it with / in these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement (SLA) with the Bank.
- v. The selected bidder may be advised to undertake to maintain the hardware/peripherals supplied under this purchase order after the expiry of warranty period, for a further period of 2 (Two) years AMC at mutually agreed cost and terms & conditions.

7. Payment Terms

90% of the order value along with applicable taxes on actual basis will be paid on successful user acceptance after delivery, installation of the ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim of payment should contain proof of delivery, installation note and User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites, waybill etc.

Remaining 10% of the cost along with applicable taxes would be paid after completion of contract period i.e. after 5 years.

8. Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by DIT, Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc.

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site
- Site not ready (SNR) Certificate from concerned department (If site not ready).

9. Repeated Failure

If, during the warranty or maintenance period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent or higher new equipment by the selected bidder at no extra cost to UCO Bank.

10. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 5% (Five percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total project cost. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the vendor regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in delivery in delivery & migration.

11. Force Majeure

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

12. Contract Period:

The selected bidder need to execute a Service Level Agreement (SLA) with UCO Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of **five years** from the date of Agreement. The performance of the selected bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection.

13. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the LOI/Purchase Order.

14. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

15. Award of Contract

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price i.e. the lowest Total Cost of Ownership will be treated as L1 Bidder.

16. Order Cancellation

UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:-

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

- If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

17. Indemnity

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of 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 fulfill the scope of this project. The selected Bidder is required to submit the Proforma for Deed of Indemnity as per **Annexure-H**. 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, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in

no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc. due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

18. Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

19. Privacy & Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it

shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

20. Right to Alter Quantities

The Bank reserves the right to alter the number of hardware equipments / software specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware equipments at the agreed price during the contract period with the same terms and conditions.

21. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the scope as defined under this document, are licensed and legal.

22. Preliminary Scrutiny

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

23. Resolution of Disputes

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

24. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.

- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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.

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 product from third-party suppliers, in case such product 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 equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

25. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

26. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving **sixty (60) days** prior written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice i.e. within the cure period of 30 days.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

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 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.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

27. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

28. Termination for Default

UCO Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part.

29. Effect of termination

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

30. Arbitration

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, 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.

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

31. 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).

32. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order

33. Compliance

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. Also it should not violate any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

34. No Set-off, counter-claim and cross claims

In case the Successful Bidder has any other business relationship with UCO Bank, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, UCO Bank shall have such rights against the Successful bidder.

35. Bank's Right

Bank reserves the sole right to itself for including any addendum to this entire bid process. The bidder shall not claim as a right for requiring Bank to do the aforesaid.

36. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written mutual consent signed by both the Parties i.e. the Successful Bidder and UCO Bank. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by UCO Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment/ modification etc. in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/ or to give effect to any modifications, amendments or fresh guidelines issued/ imposed by RBI.

UCO BANK

(Tender offer forwarding letter)

Tender Ref. No.: UCO/DIT/03/2017-18

Date: 01/04/2017

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

Dear Sir,

Sub: RFP for Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications RFP Ref No. UCO/DIT/03/2017-18 Dated 01/04/2017

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer to UCO Bank that intends to Supply, Installation and Maintenance of Hardware and Software licenses for various Projects/Applications and will be Providing Services mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to the process of UCO Bank for Procurement of Hardware and Software licenses for various Projects/Applications and provide Services as per your purchase orders.

In the event of our selection by The Bank for procurement of Hardware and Software licenses for various Projects/Applications, we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of **Five years** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid 180 days from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission.

Dated this __day of ____2017

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

UCO BANK

Technical Specifications

Proposed Hardware / Software shall be delivered at Bank's Data Centres / offices at Kolkata / Bangalore/Mumbai as mentioned in Purchase Order.

Requirement:

NO.	Line Item	Quantity
HARDWARE REQUIREMENTS		
1	Half Blade Servers Type 1	8
2	Half Blade Servers Type 2	8
3	Half Blade Servers Type 3	22
4	Rack Mount Server Type 4	4
5	SAN Storage	2
6	Blade Enclosure	2**
SOFTWARE REQUIREMENTS		
7	Windows Server 2016 Standard Edition (Preloaded) for all Servers and down gradable to Windows Server 2012 Enterprise Edition .	For Type - 2,, Type -3 & Type-4 servers
8	Operating System License for these servers to supplied as per the proposed VM Solution.	For Type - I servers
9.	All other softwares like Oracle, Unix, IBM Websphere MQ, (Virtualization) required will be intimated in due course.	

** The proposed Blade Server Chassis/Enclosure required to house minimum 24 half blade servers at Bangalore and 24 half blade servers at Kolkata site.

Accessories Required :

Sl. No.	Accessories Items for Payment Gateway Project	Primary Site Qty(Bangalore)	DR Site Qty(Kolkata)	Total Qty
1	FC Switch 24 Port	2	2	4
2	LTO ver 6 External Tape Drive with Backup & Restoration S/W for Windows and UNIX			
4	16 Port KVM switch with Foldable TFT Monitor	For each rack		

****Bidder should provide the complete Back-Up Solution for the proposed Infrastructure including all VM Servers, Database Servers and all Physical Servers using LTO-6 or higher Tape(Data Cartage).**

*****The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.**

Specification for Blade Server Type-I

Sl. No	Item	Specification	Offered Specification	Complied (Y/N)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Half Height Blade/Chassis to house within 24 half Blade server		
4	CPU	2 X Intel Xeon Eighteen Core CPU @ 2.1 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	2 x 1.2TB/SAS Drive		
8	Controller	Integrated SAS RAID Controller with support for RAID 1		
9	Raid	Raid 1,0,1+0,5		
10	Cache	25 MB L3 Cache or higher		
11	RAM	256 GB(1600 MHz or higher) DDR3 Should be upgradable upto 512 GB		
12	Ethernet	2 * 10GbE and 2 * GbE multifunctional network ports with support for iSCSI, FCoE protocols based. Bidder should integrate the network connectivity for blade servers with Bank's existing core switch 'CISCO catalyst 4506 series' having SFP 10 G LRM module. One additional NIC dedicated for Remote Management/ All the blades in the chassis should be remotely managed through Chassis.		
13	Bus Slots	Minimum of 2 PCI expansions/Mezzanine 09 Bus Slots expansions. Bus slots should support for Dual/Quad Gigabit, Dual 10Gbps and Dual port 4x QDR Infini band options for increased bandwidth and additional network port requirements.		
14	Virtualization Support	Vmware ESX/ESXi , Microsoft Hyper-V, Red Hat, etc.		
15	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
16	Remote Management	Should be possible to manage the servers and get access to critical information about the health of the server from any remote location with just the help of a standard Web browser (Internet Explorer). Remote management should support remote power on/off of the server and should have the capability to boot the blade server from a remote floppy or CDROM drive or An image of the same. Should be possible to remotely manage each blade server individually. Should support access rights for administrators for each blade server individually. Should be able to manage multiple blades in the same enclosure at the same time. Server management software should be of the same brand as the supplier.		
17	Security	Power-on password, administrator password.		
18	OS Support Pre-loaded	Windows Server 2016 Standard Edition, 64 bit, Down gradable to lower versions		
19	EXPANSION SLOTS	Minimum 6 no.s of PCI express slots, out of which two ports to be kept free		
20	Other Ports	Min 1 Serial, 2 x 1 Gbps Ethernet ports, 1 VGA, 2 * 1 Port 8 Gbps		
21	Systems	Standard management features by Server OEM only. Vendor should		

	Management and Diagnostics	provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
22	Certification and industry standards compliant	1. The offered model to be listed in tpc.org or spec.org		
		2. Certified for Microsoft Windows		
		3. The offered server model should certified for at-least two of the following three certificates (UL, FCC, ROHS)		
23	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords		
24	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
25	Warranty	5 years onsite warranty with 99% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document		
26	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		
27	HBA's	2x8 Gbps Fibre HBA card (Multipathing and load sharing)		

Specification for Blade Servers-Type-II

SI No	Item	Specification	Offered Specification	Complied (Y/N)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Half Height Blade/Chassis to house atleast 24 half Blade servers		
4	CPU	2 X Intel Xeon Octa Core CPU @ 2.1 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	2 x 1.2 TB SAS Drive		
8	Controller	Integrated SAS RAID Controller with support for RAID 1		
9	Raid	Raid 1,0,1+0,5		
10	Cache	25 MB L3 Cache or higher		
11	RAM	512 GB (1600 MHz or higher) DDR3 Should be upgradable upto 1 TB		
12	Ethernet	2 * 10GbE and 2 * GbE multifunctional network ports with support for iSCSI, FCoE protocols based. Bidder should integrate the network connectivity for blade servers with Bank's existing core switch 'CISCO catalyst 4506 series' having SFP 10 G LRM module. One additional NIC dedicated for Remote Management/ All the blades in the chassis should be remotely managed through Chassis.		
13	Bus Slots	Minimum of 2 PCI expansions/Mezzanine 09 Bus Slots expansions. Bus slots should support for Dual/Quad Gigabit, Dual 10Gbps and Dual port 4x QDR Infini band options for increased bandwidth and additional network port requirements.		
14	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
15	Remote Management	Should be possible to manage the servers and get access to critical information about the health of the server from any remote location with just the help of a standard Web browser (Internet Explorer). Remote management should support remote power on/off of the server and should have the capability to boot the blade server from a remote floppy or CDROM drive or An image of the same. Should be possible to remotely manage each blade server individually. Should support access rights for administrators for each blade server individually. Should be able to manage multiple blades in the same enclosure at the same time. Server management software should be of the same brand as the supplier.		
16	Security	Power-on password, administrator password.		
17	OS Support	Windows Server 2016 Standard Edition, 64 bit, Down gradable to lower versions		
18	EXPANSION SLOTS	Minimum 6 no.s of PCI express slots, out of which two ports to be kept free		

19	Other Ports	Min 1 Serial, 2 x 1 Gbps Ethernet ports, 1 VGA, 2 * 1 Port 8 Gbps		
20	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
21	Certification and industry standards compliant	1. The offered model to be listed in tpc.org or spec.org		
		2. Certified for Microsoft Windows		
		3. The offered server model should certified for at-least two of the following three certificates (UL, FCC, ROHS)		
22	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords		
23	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
24	Warranty	5 years onsite warranty with 99% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document		
25	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		
26	HBA's	2x8 Gbps Fibre HBA card (Multipathing and load sharing)		

Specification for Blade Servers-Type-III

Sl No	Item	Specification for Servers-Type-III	Offered Specification	Complied (Y/N)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Half Height Blade/Chassis to house atleast 24 half Blade servers		
4	CPU	2 X Intel Xeon Octa Core CPU @ 3.2 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	2 x 1.2TB/SAS Drive		
8	DVD-ROM	UltraSlim Enhanced SATA Multi-Burner DVD Writer (Internal)		
9	Controller	Integrated SAS RAID Controller with support for RAID 1		
10	USB PORT	8 Nos		
11	Raid	Raid 1,0,1+0,5		
	Cache	25 MB L3 Cache or higher		
	RAM	256 GB (1600 MHz or higher) DDR3 Should be upgradable upto 512 GB		
12	Ethernet	2 * 10GbE and 2 * GbE multifunctional network ports with support for iSCSI, FCoE protocols based. Bidder should integrate the network connectivity for blade servers with Bank's existing core switch 'CISCO catalyst 4506 series' having SFP 10 G LRM module. One additional NIC dedicated for Remote Management/ All the blades in the chassis should be remotely managed through Chassis.		
13	Bus Slots	Minimum of 2 PCI expansions/Mezzanine 09 Bus Slots expansions. Bus slots should support for Dual/Quad Gigabit, Dual 10Gbps and Dual port 4x QDR Infini band options for increased bandwidth and additional network port requirements.		
14	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
15	Remote Management	Should be possible to manage the servers and get access to critical information about the health of the server from any remote location with just the help of a standard Web browser (Internet Explorer). Remote management should support remote power on/off of the server and should have the capability to boot the blade server from a remote floppy or CDROM drive or An image of the same. Should be possible to remotely manage each blade server individually. Should support access rights for administrators for each blade server individually. Should be able to manage multiple blades in the same enclosure at the same time. Server management software should be of the same brand as the supplier.		
16	Security	Power-on password, administrator password.		
17	OS Support pre-loaded	Windows Server 2016 Edition, 64 bit, Down gradable to lower versions.		
19	EXPANSION SLOTS	Minimum 6 no.s of PCI express slots, out of which two ports to be kept free and 2 for HBA cards.		
20	Other Ports	4 x 1 Gbps Ethernet ports, with additional 2x(10/1000)Mbps Ethernet ports , 1 VGA, 2 * 1 Port 8 Gbps		

21	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
22	Certification and industry standards compliant	1. The offered model to be listed in tpc.org or spec.org		
		2. Certified for Microsoft Windows		
		3. The offered server model should certified for at-least two of the following three certificates (UL, FCC, ROHS)		
23	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords(at least 500 watts each)		
24	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
25	Warranty	5 years onsite warranty with 99% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document		
26	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		
27	HBA's	2x8 Gbps Fibre HBA card (Multipathing and load sharing)		

Specification for Blade Servers-Type-IV

SI		Specification for Servers-Type-IV	Offered	Complied
No	Item	Specification	Specification	(Y/N)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	2U Rack form factor with sliding rails to fit into industry standard 19" Server Rack		
4	CPU	2X Intel Xeon Octa Core CPU @ 3.1 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	2x1.2 TB/SAS Drive		
8	Controller	Integrated SAS RAID Controller with support for RAID 1		
9	Raid	Raid 1,0,1+0,5		
9	Cache	25 MB L3 Cache or higher		
10	USB	8 USB 2.0 ports(2 each on rear and front, 1 internal), 1 Serial, keyboard, mouse, graphics (DB-15)		
11	Cooling Fans	Redundant hot swap and redundant cooling fans		
12	DVD-ROM	UltraSlim Enhanced SATA Multi-Burner DVD Writer (Internal)		
13	RAM	128 GB (1600 MHz or higher) DDR4 Should be upgradable upto 512GB		
14	Bus Slots	Minimum of 2 PCI expansions/Mezzanine 09 Bus Slots expansions. Bus slots should support for Dual/Quad Gigabit, Dual 10Gbps and Dual port 4x QDR Infini band options for increased bandwidth and additional network port requirements.		
15	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
16	Security	Power-on password, administrator password.		
17	OS Support pre-loaded	Windows Server 2016 Standard Edition, 64 bit, Down gradable to lower versions.		
18	EXPANSION SLOTS	Minimum 4 no.s of PCI express slots, out of which two ports to be kept free		
20	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
21	Certification and industry standards compliant	<ol style="list-style-type: none"> The offered model to be listed in tpc.org or spec.org. Certified for Microsoft Windows. The offered server model should certified for at-least two of the following three certificates (UL, FCC, ROHS) 		
22	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords.(at least 500 watts each)		
23	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
24	Warranty	5 years onsite warranty with 99% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call		

	logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document		
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UCO BANK

Specification for SAN (Storage Area Network)

	Item	Specifications	Offered Specificati on	Complied (Y/N)
1	Storage System (Rack mountable storage system)	Fiber Channel External Storage System with two RAID Controllers. Each Raid array controller should support Raid levels 0, 1, 5 and 1+0 implementations. Storage should have high availability feature with no single point of failure. Storage should have minimum 64 Gbps front end throughput and minimum 8 no. of FC front end ports. Storage should be supplied with all required licenses to connect at least 24 no: of servers as well OS such as Red Hat Enterprise Linux 6.x or higher, Windows server 2012 (both standard and datacenter editions) or higher. The usable capacity of Production & DR site is minimum usable 25 TB (all flash drive configured in RAID 1+0) , upgradable up to 50 TB . The usable capacity of DR site environment is minimum 25 TB (usable capacity using 600 GB SAS Drive 15 k Disks configured in RAID 5) , upgradable up to 50 TB		
2	Raid Support	1. Offered Storage Subsystem shall support Raid 0, 1, 1+0, 5 and Raid 6. 2. Offered Storage controller shall have capability to create a single volume for more than 12TB. 3. Offered storage controller shall support Online Raid as well as Disk Group expansion at both controller and host level dynamically as per defined policies.		
3	Cache Memory	1. Offered Storage Array shall be given with Minimum of 32GB usable cache in a single unit. 2. Shall have dynamic management of Cache block size. Cache should be mirrored between the Active-Active controllers (load balancing). The paths should be redundant (at least 2 paths) to prevent disruption if one path fails. Must support either Cache battery backup for a minimum of 72 hours or fully automatic de-stage of cache to disks or it should be non-volatile DIMM (NVDIMM) during power failure to prevent possible data loss. 3. Cache shall not have any overhead for the operating system.		
4	Bays	Offered storage should support SAS hot swappable hard disk bays to accommodate above no. of hard disks and upgradable to 250 HDDs supporting 300/600/900 GB or higher hot swappable hard disk drives at 15K or higher. Offered storage shall have minimum of 8 host ports for connectivity to servers.		
5	Hard disk drives	The storage array shall be offered with 25 TB using dual ported Flash and 300/600 GB or higher, 15K, and SAS hot swappable hard disk drives, the Storage should support SAS based SSD Drive, mix and match of different type of spindles should be supported behind the same pair of controllers. The Storage shall be scalable to minimum 96 number of drives using 300/600 GB or higher capacity disk drives.		
6	Power supply	n +1 redundant hot swap power supply units		
7	Fans	n +1 redundant hot swap fans		
8	Management Software	Storage Array Configuration management and Performance Management Software should be provided		
9	Operating System (supporting)	Windows Server 2016 Edition, 64 bit, Down gradable to lower versions 2. Offered Storage Shall support all above operating systems in Clustering.		
10	No Single Point of Failure	Offered Storage Array shall be configurable in a No Single Point of failure configuration including Array Controller card, Cache		

		memory, FAN, Power supply etc.		
11	Data Protection	<p>1 .In case of Power failure, Storage array shall be able to hold data in the cache for at-least 72 hours of time or shall support de-staging to disk drives. Bidder shall ensure that in case of de-staging, dual redundant Standby power supplies are configured</p> <p>2.For optimal data protection, storage shall support distribution of metadata on more than one drive shelf</p> <p>3. Storage should have Thin provisioning, snapshots, clone, Auto Tearing & Replication.</p>		
12	Maintenance	Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives		
13	Gigabit Fiber Channel Switches with necessary cables (2 numbers)	Minimum of 8 x 8-Gbit ports per trunk, Minimum 16 ports scalable up to 24 ports. Each port should be 8 Gbps with auto sensing support for 4 Gbps. must have in-built diagnostics, power on self-test, command level diagnostics, online and offline diagnostics capabilities, support online- firmware upgrades, must have redundant Control Units, Power supply, Fan Assembly and all the components shall be Hot Swappable, etc.		
14	On-line RAID Group Expansion	The storage array must support RAID 0,1,5,6,1+0 levels with online expansion of RAID Group/Disk Group. Must support online expansion of volumes. Must be able to add additional disks on the fly to expand the RAID group capacity.		
15	Snapshot and Full Copy/Clone Functionality	The array should support controller-based functionality for pointer based snap copies as well as full physical copies.		
16	Mirroring / Replication	<p>i) The storage array should support both Sync and Async mode data replication at the storage controller level.</p> <p>ii) The storage array must have the capability to do array based remote replication using FCIP or IP technology</p>		
17	Data in Place upgrade	The proposed storage must support seamless data-in-place upgrade of existing storage controllers without having to change the disk subsystem.		
18	Storage Management	Storage Management Software should be provided with simple to use Browser based interface and CLI		
19	Data Compression	Storage array should support both File & block level compression for NAS and SAN Data.		
20	Software / Firmware	Should Support online firmware upgrade of firmware, etc. without a need for downtime.		
21	Online LUN migration for flexibility of redeployment	The array should support online LUN migration (transparent movement of volumes within the array). The functionality should allow cross RAID migration and cross spindle migration (e.g. 600GB SAS to NL-SAS etc.)		
22	Warranty	5 years comprehensive warranty with 24x7 6-Hour Call to Repair (No 6 HR CTR) Support.		
23	Virtualisation Integration	<p>i) The Storage should be fully certified for all supported protocols to virtualized application environments.</p> <p>ii) The storage solution should be capable of providing multi-pathing software with failover and load-balancing functionality for the virtualised OS.</p>		

Specification for Blade Server Chassis/Enclosure

Sl. No.	Features	Specification Required	Offered Specification	Complied (Y/N)
1	Form Factor	Full Height Chassis to house at least 24 half blade Compute Nodes		
2	IO Modules	<ul style="list-style-type: none"> The chassis must have Server side FCoE connectivity in case vendor is quoting Converged Network Adapter on to the blade server. The chassis must have Server side 10 Gig Ethernet connectivity and 8 Gig Fiber Channel connectivity in redundancy in case vendor is quoting separate 10 G Ethernet NIC and 8 Gig FC HBA on to the blade server. •The vendor needs to provide additional / external Network (10 Gig)and FC Fabric switches (8 Gig), in case they are proposing Pass-Thru modules in the solution. <p>In case direct FC connectivity is not supported on the Chassis or enclosure, 24 port SAN switches should be provided separately. Bidder should integrate the network connectivity for blade servers with Bank's existing core switch 'CISCO catalyst 4506 series' having SFP 10 G LRM module.</p>		
3	Midplane	Chassis should have a highly reliable passive mid plane for providing connectivity of the shared resources to the compute nodes in a highly reliable manner.		
4	Power Modules	The enclosure should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater than 1.		
5	Chassis Management Module	Solution Should provide management capabilities to manage controlling Power, Fan management, Chassis and compute node initialization, Switch management, Resource discovery and inventory management, Resource alerts and monitoring management, Chassis and compute node power management and diagnostics for elements including Chassis, I/O options and compute nodes.		
6	Support for Multiple Platform	Should provide support for multiple platforms in x86 servers within the same enclosure.		
7	Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics		
8	Warranty	5 years comprehensive warranty with 24x7 6-Hour Call to Repair Support.		
9	Alerts	The server should be able to alert impending failures on maximum number of components. The components covered under alerting mechanism should at least include Server components, Storage components, Switch components and Chassis components. It should also be able to provide "Call Home" type of alert.		
10	Integrated Management User Interface	The proposed solution should have an Integrated management where integration of Servers, Storage, Networking and other available hardware resources in the solution are managed using a common GUI.		

General Details of the Bidder**A. Profile of Bidder**

Name of bidder:

1. Location

Regd. Office:

Controlling Office:

2. Constitution**3. Date of incorporation & Date of Commencement of business:****4. Major change in Management in last three years****5. Names of Banker /s****B. Financial Position of Bidder for the last three financial years**

	2013-14	2014-15	2015-16
Net Worth			
Turnover			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

- **Description of service :**
- **Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches**

Details of Experience in the field of Hardware and Software licenses for various Projects/Applications

PSU Organization/BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Signature of Bidder: _____

Place: _____

Name: _____

Date: _____

Business Address: _____

Manufacturer's Authorization Form (MAF)

To,

The Deputy General Manager (IT, BPR & BTD)

UCO BANK, Head Office,

Department of Information Technology

7th Floor, 3&4, DD Block, Sector-I

Salt Lake, Kolkata - 700064

Dear Sir,

We **(Name of the Manufacturer)** who are established and reputable manufacturers of having factories at and do hereby authorize M/s..... (who is the bidder submitting its bid pursuant to the Request for Quote issued by UCO BANK on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Quote received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty as per terms and conditions of the RFP No and the contract for the equipment and services offered for supply against this RFP No by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No. in respect of such equipment and services.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.:

Fax:

E_mail :)

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

Commercial Bid

Sr. No.	Item Description	Qty	Unit Price	VAT (If applicable)	Service Tax (If applicable)	Total Price Including taxes
	(1)	(2)	(3)	(4)	(5)	
1	Blade Chassis having provision of minimum 24 Blade Servers with five years warranty.	2				
2	Blade Servers-Type-I with five years warranty	8				
3	Blade Servers-Type-II with five years warranty	8				
4	Blade Servers-Type-III with five years warranty	22				
5	Servers-Type-IV with five years warranty	4				
6	San Storage	2				
7	Preloaded Windows 2016 Server Standard Edition					
8	Other Software(Unix, Websphere MQ ,Oracle, Virtualization)					
9	One Time Implementation Cost					
Total Cost of Ownership (in figures)						
Total Cost of Ownership (in words)						

Note:

- a. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.**
- b.** The price quoted should be inclusive of all applicable taxes/cess and will not change due to exchange fluctuations, inflation, market conditions, etc. Service Tax will be paid by Bank as per actual on production of receipt. In future if Govt. will replace service TAX with any other TAX structure, Bank will pay the same as per actual.
- c.** The prices quoted above are for TCO calculation purposes only.
- d.** The term of the contract would be for a period of five years from the date of successful goes live of operations.
- e.** The Bidder should quote considering requirements given in this RFP document and no additional payment for any application(s) / service(s) would be made other than per transaction cost for each successful completed transaction.

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

UCO BANK

Checklist Document for Eligibility Criteria Compliance

Sl. No.	Criteria	(Proof of documents required / must be submitted)	Bidder's Compliance (Yes/No)
1	Bidder should be a company (Pvt. /Public) registered under the Companies Act, 1956 since the last three years.	Certificate of incorporation & commencement of Business (whichever applicable) should be submitted.	
2	The Bidder should have minimum annual turnover of min Rs. 50 Crores during the last three financial years (2013-14, 2014-15, 2015-16).	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.	
3	Bidder should be a profit (profit after tax) making company in any two of the last three financial years (2013-2014, 2014-2015 and 2015-2016).	Copy of the audited balance sheet.	
4	Bidder should be Original Equipment Manufacturer (OEM) of Servers OR their authorized representative / distributor in India and should have installed atleast 10 Blade Servers with chassis in any of the scheduled commercial Banks in India as on RFP submission date.	Copy of purchase order and reference letters/ Authorization Letter from OEM to be enclosed containing contact details of the signing authority of the purchase order / authorization letter.	
5.	The Bidder should have experience in installation of Oracle and MS SQL database with cluster implementation and SAN Storage, creation of Virtual Machines and its maintenance.	Copy of purchase order or reference letter of the organization evidencing the experience required as per clause.	
6.	Modular Server OEM should be in the "GARTNER LEADER" group of MAGIC QUADRANT for Modular Servers.	A self-attested authentic copy of Magic Quadrant for Modular Servers published by Gartner in Year 2016 to be submitted.	
7.	Storage OEM should be in the "GARTNER LEADER" group of MAGIC QUADRANT for Storage.	A self-attested authentic copy of Magic Quadrant for Storage published by Gartner in Year 2016 to be submitted.	

8.	The bidder / OEM should have service center with engineers having experience in Servers / Storage for providing support at Bank's location at Kolkata/Bangalore.	Detailed list of authorized service centers at the said delivery locations should be provided	
9.	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to that effect on the company letter head should be submitted	

Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

UCO BANK

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

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of In pursuance of Request For Proposal no.....dated..... , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We, [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

8. Dated the day of for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

UCO BANK

PROFORMA FOR DEED OF INDEMNITY

This Deed of Indemnity executed at On the ____ day of ____ 2017 by M/s [Name of the vendor] (hereinafter referred to as "the Indemnifier" or "Vendor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "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)

WHEREAS

1. The Indemnifier has
 - A. offered the services to UCO Bank which is in a process of procurement of hardware and software licenses for various projects/applications as prescribed in the Agreement / Contract dated ____ during the period of five years from the date of acceptance of the purchase order / date of agreement issued by the Bank from time to time. The services offered by the Indemnifier would be herein after referred to as "**Supply/Services**".
 - B. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.
2. UCO BANK, relying and based on the aforesaid representations and warranties of the Indemnifier, has agreed for getting services from the selected vendor.
3. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Indemnifier's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.
4. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid Agreement/Contract, the Indemnifier do hereby agree and undertake that:-

The Indemnifier shall indemnify, protect and save the UCO Bank and hold the UCO 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 UCO Bank against any loss or damage to the UCO 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 UCO Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the UCO Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc. due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the UCO Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- 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.

1. the Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming

under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

2. The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
4. The obligations of the Indemnifier herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
5. The obligations of the Indemnifier under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Indemnifier from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
6. This indemnity shall survive the aforesaid Agreement.
7. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
8. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
9. UCO BANK may assign or transfer all or any part of its interest herein to any other person. Indemnifier shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Indemnifier has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of _____)

_____)
by the hand of _____)

_____, the authorized official of the Indemnifier)

UCO BANK

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept,

directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

Commitments of BIDDERS

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

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

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

with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of __;
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete

satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

BUYER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

1.

2.

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

1.

2.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on thisday of, 2017

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No. 10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
..... (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is *inter alia* engaged for Supply, Installation and Maintenance of Hardware and Software Licenses for various projects / applications as per the terms and conditions specified in the RFP ref. no.....
Dated: The Vendor/Receiving Party would be single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation and Maintenance of Hardware and Software Licenses for various projects / applications.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. “**Confidential Information**” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within.....days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be

conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s [Name of the bidder company]

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

Format of Pre-Bid Queries to be submitted by the Bidder(s)

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

UCO BANK

Format of Bank Guarantee (EMD)

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

Dear Sir,

In response to your invitation to respond to your RFP for Supply, Installation and Maintenance of Hardware and Software licenses for various projects / applications , M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Supply, Installation and Maintenance of Hardware and Software licenses for various projects / applications and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 25 Lacs (Rupees Twenty Five Lacs Only)** 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:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. 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 and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Twenty Five Lacs 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 **Rs. 25.00 Lacs only** (Rupees Twenty Five Lacs Only).

2. This Bank guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

UCO BANK