Request for Proposal (RFP)

For

Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering)

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

RFP REF NO: DIT/BPR & BTD/OA/3081/2019-20 Date: 07/09/2019

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

This document is prepared by UCO Bank for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering). 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 selected Bidder.

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Bid Control Sheet

Tender Reference	**RFP Ref No: DIT/BPR&BTD/OA/3081/2019-20 Date: 07/09/2019**
Cost of Tender documents	**Rs.20,000/- (Rupees Twenty Thousand Only)**
Date of issue of RFP	**07/09/2019**
Earnest Money Deposit (EMD)	**Rs.4,00,000/- (Rupees Four Lakhs only, in the form of Bank Guarantee only)**
Date of commencement of sale of tender document	**07/09/2019**
Pre-bid queries submission date	**13/09/2019**
Pre-Bid meeting /Venue	**17/09/2019 at 12.30 P.M. at Head Office – 2 Department of Information Technology (DIT) 5th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.**
Last Date and Time for receipts of tender bids	**27/09/2019 at 04.00 PM**
Opening of Eligibility & Technical bids	**27/09/2019 at 04.30 PM**
Opening of Commercial / Price Bid	**Will be informed subsequently to technically qualified bidders.**
Address of Communication	**Head Office-2 Department of Information Technology 5th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064**
Email address	**hodit.proc@ucobank.co.in**
Contact Telephone	**Tel : 033-44559775/9758**
Bids to be submitted	**Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th 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 04:30 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+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ 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. Overview

The Bank has implemented Microsoft Exchange 2010 mail messaging system in year 2010. At present approximate 5000 mails ids has been assigned in the system and under maintenance of present System Integrator up to May 2019. Now, the Bank proposes to invite tender for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) for the period of 5 years.

3. Eligibility Criteria

Only those Bidders, who fulfil the following all eligibilities criteria, are eligible to respond to this RFP. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Documents to be submitted
1	Bidder should be a registered company in India under Companies Act, 1956/2013 and should have been in operation for at least three years as on date of RFP.	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN No: GST Registration No.
2	Bidder must have minimum annual turnover of Rs. 50 Crores in each of the last three financial years (2016-17, 2017-18 & 2018-19) should also have made operating profit in at least two of the last	Copy of the audited Balance Sheets for the preceding three years (i.e. 2016-17, 2017-18 & 2018-19). In case, FY 2018-19 audited balance sheets are not available, then the

	three previous financial years.	provisional certificate signed by the chartered accountant / company secretary is to be submitted.
3	Bidder should have experience of migrating from **Microsoft Exchange of minimum 3000 mail boxes** into public cloud in India**.**	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.
4	Bidder should be either OEM or cloud service provider or Highest Level Partner of OEM. In case of cloud service provider partner bidder should have agreement with OEM to supply OEM's products and should have back to back support agreement with OEM.	Bidder should provide a letter from OEM(s), certifying that the bidder is Highest Level Partner of the OEM and duly authorized to sign Agreement with OEM and to supply OEM's products/ services and has back to back support agreement with OEM for software/cloud computing services Manufacturer's Authorization Form (MAF) as given in **Annexure – I** is to be provided for Hardware & Software /Cloud computing services.
5	In case of a bidder, who is not a cloud service provider, bidder should have should have agreement with cloud service provider to products service on cloud and should have back to back support agreement with cloud service provider	Agreement with OEM and to supply cloud service provider and has back to back support agreement with cloud computing services Manufacturer's Authorization Form (MAF) as given in **Annexure – I** is to be provided for Hardware & Software /Cloud computing services.
6	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India	Self-declaration on the letter head.
7	The Cloud service provider should be certified to be compliant to the following control standards: i. ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards ii. ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology iii. ISO 27018 - Code of practice for	Copy of ISO certificate, valid as on the date of bid submission.

	protection of personally identifiable information (PII) in public clouds. iv. ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services	
8	Proposed Email Cloud service provider should be MeitY (Govt. of India) empanelled and STQC audit compliant for Public Cloud service offering of PaaS and IaaS. For Public Cloud service offering for SaaS, should be compliant as and when MeitY takes it up for empanelment **on yearly basis**.	Copy of Meity empanelment and STQC audit compliance certificate
9	The Cloud Service Provider should have Public Cloud Service for a minimum period of three (3) years in India as on the date of release of this RFP.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory
10	The Cloud Service Provider should host SaaS of Mail service having **minimum 3000 mailboxes for minimum one organization in India for at least 1 full year from date of Go-live**.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory
11	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.
Bidder must comply with all the 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.		

Part – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering). 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 thousand 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 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 thousand 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.

A copy of the RFP should be submitted along with the bid duly signed and stamp on each page by the bidder.

Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and

Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME.

To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).

Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, **Performance Bank Guarantee has to be submitted by the bidder under any circumstance.**

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof and without any cost or compensation therefor. 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.

The Bank details are as below:

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

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering)	**Rs. 4,00,000/-**

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 without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). The EMD 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 selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- **d.** The bidder violates any of the provisions of the terms and conditions of this tender specification.
- **e.** 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 either at the time of or before the execution of Service Level Agreement (SLA).

5. Rejection of the Bid

The Bid is liable to be rejected if:

- **a.** The document doesn't 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/ deviation of terms & conditions or scope of work/ 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.
- **g.** The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to **hodit.proc@ucobank.co.in**. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

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

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. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

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.

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 time the RFP response submission process closes.

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. 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.**

21. Submission of offer – Three Bid System

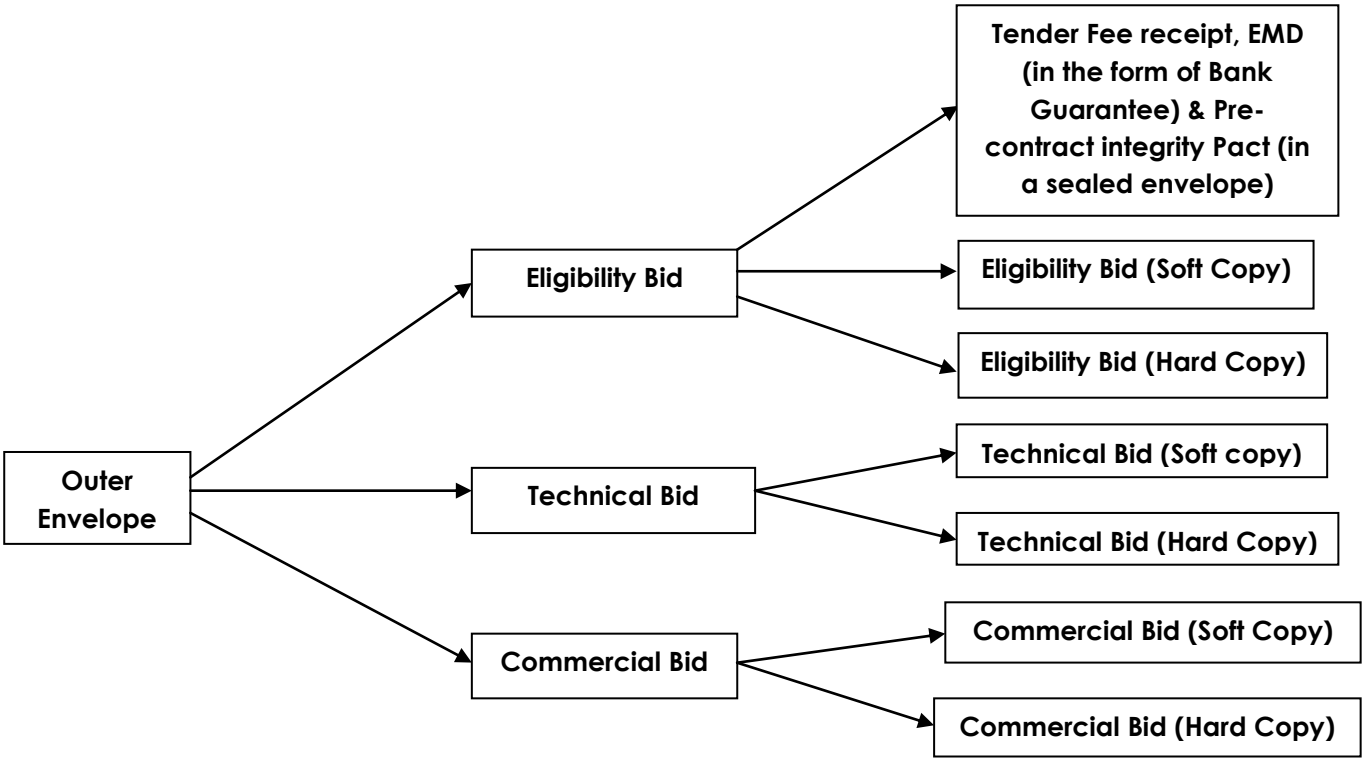
UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and Pre Contract Integrity Pact (**as per Annexure – K**), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies duly sealed and super-scribed as — Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) (Eligibility Bid), — Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) (Technical Bid) and — Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) (Commercial Bid) **as per the format prescribed in Annexure – B, C, F, G** respectively should be put in a single sealed outer cover duly sealed and super-scribed as — Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid. The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet 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 (Eligibility or Technical or Commercial)

The Eligibility and Technical Offers 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 along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (**as per Annexure – K**). Tender Offer forwarding letter prescribed in **Annexure – A** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures.**



The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the above diagram.

The Commercial Offer (Hard Copy) should contain all relevant price information as per **Annexure – G**.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.

Note:

- **i.** If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- **ii.** The commercial offer (Hard Copy) should contain all relevant price information.
- **iii.** All pages and documents in individual bids should be numbered as page no. (Current Page. No) of page. no. - (Total Page No) and should contain tender reference no. and Bank's Name.
- **iv.** The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- **v.** If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- **vi.** If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- **vii.** 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.
- **viii.** 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.
- **ix.** 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.
- **x.** Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

Part – III: BID OPENING AND EVALUATION CRITERIA

There would be a three (3) stage evaluation process.

The Stages are:

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

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility and 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.

The bidder with the lowest commercial quote will be declared L1.

3.1.1 Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

3.1.2 Technical & Commercial evaluation process

The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

The resources offered should meet all the technical requirements mentioned in scope of work and technical requirement of bank. Non-compliance to any of the technical specification may attract rejection of the proposal without assigning any reason and without any cost or compensation therefor.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial evaluation. After opening of the commercial bids of the short-listed bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

The lowest commercial quote (TCO) from the bidders eligible for commercial opening would be identified as 'L1'. The Bank might recognize the L1 bidder for signing the contract for the scope of work defined within the RFP document.

The **technically eligible bidders** need to provide an end-to-end methodology / solution and arrange for a presentation to demonstrate the same to the Bank before opening of the commercial bids. The time, date & venue for the same should be intimated to the bidders separately. The bidders are expected to cover the entire scope of work mentioned in the RFP during the technical presentation.

3.1.3 Short Listing

The bidder needs to qualify as per eligibility criteria. Only eligible bidders will be qualified for the Technical evaluation process, to be qualified for commercial bid opening. Only those bidders who achieve technical requirements mentioned in scope of work would be short-listed for commercial bid evaluation.

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

3.1.3.1 The optimized TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Five-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.

3.1.3.2 Normalization of bids: The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidders to re-submit the technical and commercial bids once again for scrutiny in part or full.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

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

3.1.3.3 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.

3.1.3.4 In case there is a variation between numbers and words; the value mentioned in words would be considered.

3.1.3.5 The OEM needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.

3.1.3.6 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.

PART – IV

Bidder has to comply with all the given requirements of scope of work under this Part – IV. Bidder has to mark "Yes" as compliance to each point mentioned below. Non-Compliance / Partial Compliance to any of this solution/requirement is not accepted to the Bank and will be liable for rejection.

The E-mail Messaging Solution in the Bank on Microsoft Exchange 2010 SP2 running on Windows Server 2008 R2 Enterprise SP1 for 5000 mailboxes has been implemented in 2011. The present solution software and hardware and maintenance would be nearing end of contract period. Bank desires to migrate existing email solution to Enterprise Class E-Mail Messaging Solution in Public cloud with 24x7 availability.

Current email setup details

- Bank is currently using Microsoft Exchange 2010 email solution hosted at Head Office DIT, Kolkata. The setup is managed by Onsite Support team of M/s CMS IT Services Pvt. Ltd.
- Currently Bank have 5000 active mailboxes along with Journal data. Total users' live mailbox database size is 4.5 TB whereas the size of Journal Database is 22 TB. Bank wants to migrate from current Journal Database. The size of mailbox per user is 1GB for majority of the users.
- There is a separate Active Directories (AD) hosted at Head Office DIT, Kolkata for Email Solution.
- Bank is using Trend Micro IMSVA for Mail Gateway.
- Bank has not implemented any Bulk Mailing Solution.

The public domain i.e. www.ucobank.co.in is owned and managed by Bank's team.

Bank intends to migrate the current Email solution to Enterprise Class E-Mail Messaging Solution in Public cloud with 24x7 availability.

The main role and responsibility of successful bidder in the proposed engagement would be as follows:

- Planning, Assessment, Set up, Migrating and maintenance of mail cloud services subscribed by bank.
- Set up and maintenance of Help Desk FM service for 1 resource in a shift (10:00 AM to 7:00 PM) at Head Office, DIT
- **Planning and Execution of End User Awareness and Adoption Program.**

Details Scope of work with technical requirements for E-mail solution hosted in public cloud as mentioned below

Technical requirement for proposed Cloud Service as a SaaS solution by the bidder

4.1 The infrastructure should be offered as public cloud-based software as a service. DC & DR set up must comply with all Indian regulatory guidelines defined for providing cloud-based services in India.

4.2 Cloud must be hosted in India **including DC and DR** in India, no network and data sharing/replication to any data centre outside the boundaries of the country. The bidder/successful bidder will be bound by Indian law and Indian IT Law. No data in any circumstances should be shared / copied / transmitted without Bank's consent / written permission of the Bank and it should be as per the Indian IT Law.

All server / applications used for proposed email solution in cloud environment as per the Scope of Work should have DC & DR in India.

4.3 The Cloud service provider should be certified to be compliant to the following control standards:

- **ISO 27001** – Data Centre and the cloud services should be certified for the latest version of the standards
- ISO/IEC 27017:2015 – Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology.
- ISO 27018 – Code of practice for protection of personally identifiable information (PII) in public clouds.
- ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services

Technical requirement for Email Client

4.4 At present, Bank is using Microsoft outlook software as client to access email on active sync mode. The proposed email solution should be compatible and capable to be operated with the same present software, so that users can access emails without any change.

a. In case, proposed solution **is not compatible** with Bank's present email client (Microsoft outlook) then bidder has to supply and deploy new client tool in at least 20,000 desktop/laptops, to make access of the proposed e-mail solution, convenient for the user throughout the contract period.

b. In case, proposed solution **is compatible** with Bank's present email client (Microsoft Outlook 2010) bidder has to quote the upgraded version of existing client software / new client software licenses in at least 20,000 desktop/laptops, to make access of the proposed e-mail solution, convenient for the user throughout the contract period. However, the purchase of the

client software (Upgrade / new) will be at the sole discretion of the Bank and the decision for the same will be taken by the Bank whenever it is felt necessary by the Bank. Any decision of the Bank in this regard will be final and binding upon the selected bidder.

A separate line item for the proposed client application (20,000 licenses) is given in commercial format. Bidder has to mandatorily quote such price for TCO calculation purpose.

4.5 The proposed email solution and client software tool should have road map for more than two years beyond the contract period i.e. total 7 years of life span and should not meet end of life / end of support during the period. If the end of life / end of support announced by the OEM during the period, bidder has to replace the software with the equivalent / better capability of licensed e-mail software and client applications without any additional cost to the Bank.

4.6 The proposed cloud base productivity suite must be IPv6 Compliant with dual stack compatibility. Subsequent migration to IPv6 to be done without any additional cost to Bank.

4.7 An email solution to be accessible over multiple devices (Minimum 4 devices per user like Tablets, Mobile Phones, Laptops, Desktops etc.) on two factor authentication & device code authentication. All the devices should be in Sync. Solution should have following features:

- Meeting/Calendar/Task list
- Email clients should be accessible over web browsers
- Email archiving and advanced security solutions

Technical requirement for proposed Email solution on public cloud

4.8 Solution should compatible and be capable for integrating, with the Bank's present solutions/applications Active Directory/AD federation Services which should be done by the vendor.

4.9 Solution must be having Message broadcasting feature (One to Many, Many to many).

4.10 Solution should have inbuilt Anti-spam/Malware and any other such type of threats control.

4.11 If Indian government demand is received for any data, the process mentioned below has to be followed:

- **Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining concurrence from the Bank.**
- **Resist illicit** demands that are invalid which are not permitted by the Indian Government or Indian IT Law or any other Indian Regulatory Authorities.

4.12 Solution (Cloud) must have Production and Disaster recovery site (replica of production) with Active-Passive deployment has to be maintained **in India**.

4.13 Records pertaining to at least 10 years of mail and data including attachments must be available in the proposed solution with the facility of archival / retrieval at any time as requested by the Bank, during the contract period. The bidder should have capability of storing data for a period of 10 years which will be required if contract is renewed after completion of initial contract period. However, in case of non-extension of contract period, the bidder should be able to hand-over the archived data to Bank.

4.14 Solution should have the capability of sending to-Bulk mails/promotional emails to users, customers and potential customers. Bulk mail will be required to be sent as and when required. At present approximately 2,00,000 / day is the volume of e-mails and this number may go up. Also the system will be sending transactional emails.

4.15 Solution should be able to support multiple domains on single application.

4.16 Solution should have capability to Create Mailing Lists, access Control Level etc. and should have the ability to control Attachment size, type and extension, etc.

4.17 The proposed mail solution should provide the administrators web-based user management facility.

4.18 Solution should have capability for Mail Queue management / Priority Management **through e-mail client** and should handle SMTP Secured connection.

4.19 Solution should provide access from Mobile devices/Mobile Apps with real time syncing of mails between all the access points and should support third party email clients.

4.20 Solution should provide functionality for Self-password reset/Password Management with support to multi factor authentication. The proposed cloud base e-mail solution should support two factor authentications like OTP and a Token base authentication with email login password.

4.21 Solution should have capability to provide Alerts and monitoring interface and solution support Remote Administration for administrators.

4.22 Solution should have Data Loss Prevention (DLP) capabilities: Keeping organization safe from users mistakenly sending sensitive information to unauthorized people. Three categories of actions : a) Block sensitive content mail from being sent based on policies b) Rights-protect sensitive mails at server before sending to recipients based on admin policies c) Provide Policy Tips to users to inform policy violations before sensitive data is sent.

4.23 Solution should have Capability to integrate with the authentication servers (LDAP/ADFS etc.) and Integration with applications using API.

4.24 Solution should have Capability to send and receive authenticated and encrypted emails and archived mail backup and restoration at user level.

4.25 The proposed Mail Messaging OEM application should be an enterprise class, commercially available solution and should have a version history and published future roadmap for next 5 years.

4.26 Solution should have Support to mark/filter Spam/Junk mail management to Administrators and end users.

4.27 Solution should allow end-user to remotely wipe data from mobile devices with or without Administrator intervention.

4.28 Solution should have Ability to open/edit/download documents/spread sheets/presentations on mobile devices (iOS, Android, Windows etc.) as attachments in email.

4.29 Solution should have Rich features e.g. mail search, calendar and Task Management, **Reminders from all types of clients-thick/fat, thin browser clients.**

4.30 Solution should have Ability for users to protect mail and document attachments to limit forward/print/copy.

4.31 Solution should have the facility to automatically move non-important (as defined by the Bank) mails to separate folders to help reduce clutter in the mailbox.

4.32 The proposed messaging solution on cloud should provide high availability and load Balancing and Disaster Recovery capability.

4.33 The proposed messaging solution on cloud should support recalling/resending of messages sent and also should notify the user on the success or failure of the message recall. This facility should be available to users and administrators.

4.34 The proposed messaging solution on cloud should support standard protocols like POP3/IMAP/HTTP and SMTP /MIME over normal and secure channels. The email solution should support Mail clients having the following features viz. POP3, IMAP, LDAP, SMTP

4.35 Should be capable of administration through a single window interface to provide server level control and configuration of the messaging system for all servers including:

- Create / rename / delete mail accounts
- Reset / set user passwords for both Directory & Messaging platform
- List all users in the messaging system
- Search for a user and modification of user object attributes
- Enable / disable user accounts
- Change delegated administration passwords
- Add alias e-mail address for a user
- Create transport rule as per requirement.
- Ability to see and export all type of logs like mail tracking logs, audit logs etc.

4.36 The proposed messaging solution on cloud should be able to detect and clean Virus, malware, spyware, gray ware, Trojan, worm, document exploits, macro virus, packed files, manage web reputation, spam, phishing, mails, attachment blocking, content filtering i.e. Antivirus Software on Servers, Antivirus Scan on Mail Routing/transport Servers for within domain mails.

4.37 The proposed messaging solution on cloud to detect and clean Virus, malware, spyware, gray ware, Trojan, worm, document exploits, macro virus, packed files, manage web reputation, spam, pushing, mails, attachment blocking, content filtering i.e. Antivirus Software at the Email Gateway (i.e. Mx) is required to be proposed by bidder/Cloud Service Provider for and for outside domain mails.

4.38 The administrators should be able to check service health, user requests like password reset all from mobile apps. The solution should offer multi factor authentication for users.

4.39 The infrastructure should be offered as a cloud based software as a service (SaaS).

4.40 The email along with archives and individual file storage should be hosted in India for primary and secondary copies.

4.41 The cloud infrastructure should have presence in at least 2 cities in India.

4.42 The solution should be encrypting data both at rest and encryption in transit with SSL/TLS.

4.43 For lost mobile devices, users should be able to erase all content from within the web mail client without requiring IT admin assistance.

4.44 There should be a centralized e-discovery mechanism to find information from mail, group conversations, chat transcripts and documents stored on document libraries from single compliance portal

4.45 Compliance manager should be able to apply legal hold policy on mail or documents in document libraries

4.46 The Service uptime agreement for the proposed solution should have monthly uptime commitments and have transparent monthly credit calculations in case of uptime not being met for any service/s.

4.47 The same Service Level Agreement should be applicable to all included or related services or components that is required for the solution to be contracted for the requirement

4.48 The proposed solution should not mandate any minimum number of users for any service uptime calculations

4.49 The proposed solution should also have Service level commitments for virus detection and blocking, spam effectiveness, false positives as well as email delivery.

4.50 The solution should have a full rich client as well as browser based access and a default app to access mails and data across all channels to be in sync.

4.51 The Enterprise email messaging system must provide seamless and secure web access via popular Internet browsers (Internet Explorer, Mozilla Firefox, Safari), and the user interface and experience must be consistent across the web interface and the email client, as well as the modern mobile devices' internet browsers or mobile mail apps

4.52 The solution should support all widely used email clients such as MS Outlook, Mozilla Thunderbird, IBM Lotus Notes etc.

4.53 The solution should provide mobile apps for iOS, Android and Windows Phones as well as give an option to users to use the default third party applications.

4.54 Should provide in-built antivirus and anti-spam functionality to filter suspicious, unwanted emails. The security solution should provide a console to administrators for monitoring.

4.55 Should have built in Capability to manage Mailboxes, use existing Data Loss Prevention Policies templates, Org-wide rules, Distribution Groups, External Contacts in service administration portal. The ability to send/receive encrypted emails. Additional feature of digital signature and encrypting e-mails shall be in built in the solution.

4.56 Should provide out of box archive solution without need for 3rd party integration.

4.57 License and Support for 3rd party add on components (if any) to meet the requirements listed, to be provided by bidder for the entire contract period.

4.58 Ability to provide different mail box sizes to users based on their roles/categories/designation.

4.59 An administrator console to implement/manage/change organization level archival, retention and Backup policies.

4.60 Users should be able to use conditional formatting/filtering to automatically /manually arrange emails based on sender, subject, recipients, status, importance etc.

4.61 Should support conditional mail routing for different email domains

4.62 Support multiple mailbox search capability to Administrators

4.63 Warn users if the recipient is outside the organization prior to sending a mail

4.64 Warn a user if the mail is missing an attachment prior to sending a mail

4.65 The solution should have Right Management or equivalent Capability to Read mail which are protected by built in Right Management capabilities.

4.66 Solution should have the mailbox audit feature for all users should be enabled immediate upon creation on cloud. Audit Logs should be preserved for at least 90 days in online & 10 years for offline as per Bank's data retention policy.

4.67 The messaging system should have **antivirus, anti-spam scanning in gateway level.**

4.68 It should have digital signatures. If required, Bidder should provide digital signatures for email security & RMS solution as mentioned in the Scope of Work and Technical BOM.

4.69 It should have tolls for message tracking and monitoring management.

4.70 It should provide mail authentication protocols to be used for logon and validation process. Clear and plain text authentication of users should not be permitted.

4.71 It should **support integration with PKI services.**

4.72 It should have to access email from mobile phones.

4.73 It should have multiple address book.

4.74 It should support for filtering and grouping of addresses into multiple virtual address books depending on attributes defined in the filters.

4.75 It should have ability to move mailboxes using menu driven options. Mail boxes maintenance & management can be done using menu driven options by the administrator.

4.76 It should support SMTP as default messaging protocol for mail transfer for internet.

4.77 It should have support for multiple domains over the internet. At present Bank is having only 1 domain (www.ucobank.co.in), however, solution should support multiple domains, if required.

4.78 It should have support for standards like MIME/SMIME on client & web access.

4.79 It should have routing engine like ESMTP.

4.80 It should have mail access using web browser.

4.81 It should support aliases e-mail addresses.

4.82 It should have ability to use Indian local language i.e. Unicode compliant.

4.83 It should have ability to spell check

4.84 It should have ability to store messages in draft for later sending

4.85 It should have ability to use address book global and local from compose screen.

4.86 It should have ability to add auto signature (VCF)

4.87 It should have ability to save message in sent folders

4.88 It should have ability to mark a copy to self during composing

4.89 It should support message displaying capabilities-messages sent OR Failed-If Failed Reason

4.90 It should have ability to compose HTML messages.

4.91 It should have ability to compose in Rich Edit Form

4.92 Options in Folders should be Inbox, Draft, Sent, Trash by Default

4.93 It should support for User Created Folders

4.94 It should have create, rename, delete, user created folders

4.95 It should have ability to Empty Trash.

4.96 It should have support to visualize summary of Folders Based on New / Total Messages.

4.97 It should have filter rules for users based on Sender / Recipient subject etc.

4.98 Filter Rules should be case sensitive

4.99 It should support Priority on Filters.

4.100 It should support PKI services for all clients (such as mail client, web, and mobile devices) and should provide infrastructure to enable Mail messaging (S/MIME) capability and integration with messaging system.

4.101 Should provide support for POP3, IMAP4, SMTP, NNTP & HTTP based protocols.

4.102 Messaging Server should support cHTML, XHTML, and HTML mobile phone browser.

4.103 Policy based management should provide for centralized, targeted control over user settings, so a change in one place can update users in any scope from an individual to a group or to an entire organization.

4.104 It should have Anti-Spam and Filtering Functionalities.

4.105 Messaging server should be capable of implementing Private Blacklist, Private Whitelists and DNS Whitelists

4.106 It should support S-MIME browser access of email.

4.107 The solution should support remote browser-based administration for the email administration.

4.108 Users should be able to share their calendar information with others, enabling users to view multiple calendars simultaneously.

4.109 It should be possible for contacts from the Global Address List (Shared company directory) to be added to personal contact. It should be also possible for Contacts in Messaging server to be directly synchronized to Pocket PC Client.

4.110 Messaging Client and Server should support Mail / Multipurpose Internet Mail Extensions (S-MIME), enabling users to digitally sign and encrypt e-mails and attachments.

4.111 There should be feature for sent messages to be recalled by the sender.

4.112 Any unread message in the recipient's mailbox should be automatically deleted and replaced with another message, and an acknowledgement of recall success or failure is returned to the sender.

4.113 Messaging client working with sever should have a feature for adding voting buttons.

4.114 It should support web access to mail.

4.115 User should be able to select the priority of the follow-up (low, normal, urgent), indicated by a flag in the inbox. Additionally, user should be capable of setting an alarm as a reminder of a follow-up action, like marking an e-mail for follow-up.

4.116 It should support viewing of file attachments from within message in mail client.

4.117 Should allow the user to move to the next or previous message without having to return to the inbox view.

4.118 The software should allow the user to create to-do items that can be assigned to another user or group of users.

4.119 The browser email software should provide caching of certain static data, like a e-mail form, so that the browser needs to bring down data only once, instead of requesting the same data from the server each time.

4.120 Browser based software should use compression techniques in order to reduce the network bandwidth consumption and thus, improve client performance on high-latency networks or dial-up connections.

4.121 Browser software should support basic authentication, session authentication, active content filtering, additionally it should be designed to work well with supported proxy servers and virtual private network solutions.

4.122 Software should be able to send encrypted messages, signed messages and also capable of verifying the digital signature directly from the browser interface.

4.123 Users should be able to take advantage of web mail Redirect to access their mail without knowing the full names of their mail files or mail servers.

4.124 Should provide support for group collaboration, calendaring, scheduling. Should provide support for collaborative development and support for workflow scenarios and web services.

4.125 The messaging software should support automatic message routing for messaging architecture with multiple routes, and mails should be delivered using the most direct route by default.

4.126 The messaging software should also have features to enable administrators to configure schedule and priority of messages to optimize bandwidth usage.

4.127 The messaging software should support configuration of different Out Of Office message to be sent to external recipients.

4.128 The messaging software should support configuring and scheduling Out of Office to end and begin on different dates.

4.129 The messaging system should support scriptable command line sheels for automation, batching and reporting.

4.130 The messaging system should support search of multiple mailboxes by administrators for legal reasons.

4.131 Email Data (Complete or Delta) should not be kept outside the boundaries of India at any point of time neither for data filtration or quarantine process nor for any other reason.

Mail Box Size and Other Requirements:

4.132 Mail Box user profile should have various capabilities as mentioned below:

Profile	Items/Service	Qty
Profile 1	• 5 GB Mail box size • Anti-virus, anti-spam, anti-malware for email • Online Archival for 10 years • Compliance Archiving & e-Discovery • Right Management solution for email protection • Two factor authentications • DLP for email • Email Mobile security and Mobile device control	500
Profile 2	• 2 GB Mail box size • Anti-virus, anti-spam, anti-malware for email • Online Archival for 10 years • Compliance Archiving & e-Discovery • Right Management solution for email protection • Two factor authentications • DLP for email	5500

Technical Requirements on Security features

4.133 The solution should have Inbuilt Security mechanism for preventing Zero Hour Threats, Remote access threats, Targeted and blended attacks including, but not limited to, anti-APT solution denial of service, distributed denial of services (DDoS), spam, malware, spyware, Ransomware, Cryptoware, Botnets, Phishing, spear phishing, whaling, vishing frauds, drive-by downloads, browser gateway fraud, ghost administrator exploits, identity frauds, memory update frauds, password related frauds, business email compromise (BEC), stealthy attacks, etc. covering all protocols viz., SMTP, POP3 & IMAP.

4.134 The solution should also have in-built threat control mechanism to restrict unsolicited, untrustworthy, malicious Email messages.

4.135 The solution should have capability to protect user from Information or Identity Theft.

4.136 The solution should have Safe Links feature which should proactively protects bank's email users from malicious hyperlinks in a message. The protection should remain every time they click the link, as malicious links must be dynamically blocked while good links can be accessed.

4.137 The solution should have Safe Attachments which should protects against unknown malware and viruses, and provides zero-day protection to safeguard messaging system. All messages and attachments that don't have a known virus/malware signature are routed to a special environment which should have analysis techniques to detect malicious intent. If no suspicious activity is detected, the message should be released for delivery to the user's mailbox.

4.138 The solution should have Spoof intelligence which should detects when a sender appears to be sending mail on behalf of one or more user accounts within our organization's domains. It should enable administrator to review all senders who are spoofing our domain, and then choose to allow the sender to continue or block the sender.

4.139 The solution should have capability to quarantine messages identified as spam, bulk mail, phishing mail, containing malware, or because they matched a mail flow rule or Bank security policy can be sent to quarantine. Bank's authorized users can review, delete, release or manage email messages sent to quarantine.

4.140 It should have machine learning models to detect phishing messages.

4.141 Advanced Threat Protection should be robust and should not take more than 10 min to evaluate safe attachment & safe link for delivery of emails with attachments or Links.

4.142 The solution should support Advanced Sandboxing capabilities to detect Malicious Emails including attachments from Day one.

4.143 It should have rich reporting capability and web based interface with ability to generate customizable reports as per bank requirements and complete informative dashboard (e.g. Message Disposition report, malicious file type report, Single view Threat protection status.)

4.144 The solution should support industry standard encryptions such as AES-256, TLS 1.1, TLS 1.2 (without CBC Mode Encryption) or above and relevant secure versions as and when released during the entire Contract Period between Server to Server & Server to Mail Clients.

4.145 For integration with external applications, application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs.

4.146 Web Access to Email should be through HTTPs (latest SSL Certificate should be installed).

4.147 The solution should support Digital Signature of Email messages and encryption at Rest & Transit.

4.148 The Solution must have a Sender Policy Framework (SPF) designed to detect email spoofing by providing a mechanism to allow receiving mail exchangers to check that incoming mail from a domain comes from a host authorized by that domain's administrators. Also, DKIM and DMARC Tool must be available in the Email Solution. DMARC Policy must be implemented.

4.149 The Solution should have Data integrity management.

4.150 To provide full disclosure regarding security practices and procedures as stated in their SLAs, if a public Cloud.

4.151 To maintain a fundamental philosophy of knowing where Bank's data is. Ensure that appropriate controls regarding country location restrictions are defined and enforced.

4.152 To define and identify the data classification. OEM to enforce bank's access requirements based on data classification.

4.153 To encrypt data at rest and encrypt data in transit.

4.154 To share what compartmentalization techniques are employed to isolate Bank's data from other customer's data. Bidder should provide details how to segregate & protect Bank's email data from other customer data in cloud environment.

4.155 Sharing of details for encryption management with Bank's on multi-tenant storage. Bidder should share the type of encryption methodology used for storing the email data on cloud storage.

4.156 To comply with data retention and destruction schedules/Policy as published in OEM's Online Services Terms and to certify on bank's request destruction of all data at all locations.

4.157 Understand the logical segregation of information and protective controls implemented.

4.158 Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.

4.159 Perform regular backup and recovery tests to assure that logical segregation and controls are effective.

4.160 Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.

4.161 To provide Forensic Investigation Support as and when required by bank.

4.162 The solution should provide protection at multiple levels and at multiple checkpoints in the messaging infrastructure, including messaging SMTP gateway and Mailbox servers, helping to stop viruses, worms, and spam before they impact the network or user productivity.

4.163 Support for mail clusters should be provided to ensure that both active and passive nodes **have latest configuration, filtering policies and signatures, so that the messaging traffic can remain as it is, even if individual mail servers fail.**

4.164 It should provide support for scanning any files that use structured storage and the OLE embedded data format (for example, .doc, .xls, .ppt, or .shs) as container files. This ensures that any embedded files are scanned as potential virus carriers.

4.165 It should provide comprehensive Antivirus protection against the latest threats and viruses by using multiple levels of checks involving multiple technologies.

4.166 The solution should provide functionality to run manual & quick scans on email message mailboxes on predefined schedules, in addition to real-time checks on incoming messages. The solution should provide email gateway security for real time scanning's for all the incoming & outgoing mail inside & outside domains.

4.167 It should have the capability to detect and stop the propagation of common malicious code (worms) via email messages.

4.168 Scanning of emails should be supported the following configurations:

a. Scanning of inbound mails
b. Scanning of outbound mails
c. Scanning of internal mails
d. Mailbox scanning
e. On access scanning

4.169 It should be possible to quarantine messages with malicious code and provide notification to appropriate sender or receiver and the administrator.

4.170 It should provide options to scan / check for malicious mails both when they are delivered to the mailboxes and when they are accessed later from the mailboxes.

4.171 In an outbreak scenario, it should be possible to scan email messages when they are accessed from the mailboxes with latest updated signature.

4.172 There should be a provision to scan messages in the mailboxes with the latest signatures which had been scanned earlier (1 day before or 5 days before, 1 week before, etc.). This would help catch potential malicious code which may have entered user's mailbox earlier when a signature was not available.

4.173 It should provide diversity of anti-virus engines across messaging servers and client devices to protect against a single point of failure in the IT environment.

4.174 It should be a multi-layered spam protection leveraging different filtering technologies, including spam signatures, heuristics, reputation filters, language identification, and other proprietary methods.

4.175 It should support multiple allow and deny lists to provide flexible protection.

4.176 It should support domain-level black and white lists.

4.177 It should proactively target patterns common in spam campaigns.

4.178 It should support DNS Based Distributed black lists.

4.179 It should provide IP based block-and-allow list based on sender reputation. These lists should be automatically updated as new versions become available. It should also allow administrators to configure additional IP allow-or-deny lists as needed.

4.180 It should support Tagging and forwarding of SPAM or likely SPAM messages.

4.181 It should employ checks based on Sender ID.

4.182 It should provide a choice of actions to be taken on Spam Mails. The action may be to just identify a type of message, tag a message, delete and or quarantine/archive a message or a combination of the above.

4.183 It should be possible to detect and delete mails addressed to mails ids non-existent in the organization.

4.184 It should allow administrators to quickly create custom organization-wide content filters to handle messages based on content, sender information, or other criteria.

4.185 It should allow File Filtering to block files based on the following parameters.

a. Type (true type)
b. Size
c. Direction (inbound or outbound)
d. Nested zip archives
e. Container documents

4.186 It should provide keyword (body text) based filtering. It should filter messages based on a variety of words, phrases, and/or sentences. Also, a provision for administrators to download filter lists for profanity, racial discrimination, sexual discrimination, and spam should be made available.

4.187 The solution should provide tight integration and compatibility with the underlying messaging infrastructure.

4.188 It should have maximum uptime during the definition signature updates and mail flow should not be affected/stopped/or queued during definition updates.

4.189 It should provide protection against latest threats using rapid release of definitions.

4.190 It should have high availability features and should have no single point of failure at any level.

4.191 It should allow administrator to create e-mail Notifications based on disposition or category of message.

4.192 It should support administration either locally or remotely.

4.193 The information protection technology should augment the bank's security strategy by providing protection of information through persistent usage policies, which remain with the information, no matter where it goes.

4.194 The information protection technology should protect the content with RSA 1024-bit encryption and authentication so that information will be safe in transit and will remain with the document, no matter where it goes.

4.195 The information protection technology should wrap the content with security that prevents the information from being viewed, even if the information is unintentionally distributed beyond company walls and to unauthorized recipients.

4.196 The proposed Anti-virus, Anti-spam, anti-malware for email solution should be scalable and should offer fault tolerance to safe guard against hardware failures. The fail over box should be capable of taking over from the primary box in the case of a failure in the primary box without any annual intervention.

4.197 The proposed Anti-virus, Anti-spam, anti-malware for email solution should be capable of monitoring contents of SMTP messages and thereby block messages with a specified type of attachment, size or particular keywords in the message body, and SMTP header.

4.198 The Anti-Spam function should be capable of detecting Spam E mail messages at the gateway; The Anti-Spam function could use the following detection technologies:

- Rule set Detection
- Heuristic Detection
- Content Inspection
- Rate limit

4.199 The proposed Antivirus, Anti-Spam, Anti-malware for email solution should be Quarantine of mails based on virus, spam, policy, content, outbreak.

4.200 The proposed Anti-virus, anti-spam, anti-malware for email solution should be capable of implementing following policy filters including other advanced filters like Known Domains, Blocking, Throttling, Relay, Trusted, Black list, White list, Suspect list.

4.201 The proposed Anti-Virus, Anti-spam, anti-malware for email solution should have log for System, Mail, Spam, virus, bounce etc. for reporting purpose.

4.202 The proposed Anti-virus, anti-spam, anti-malware for email solution should support integrity analysis of incoming SMTP messages.

4.203 The proposed Anti-virus, anti-spam, anti-malware for email solution support both black & white test. Proposed anti-virus, anti-spam, anti-malware for e-mail solution should able to remove / detect / purge / quantized e-mail having known / unknown any unwanted / malicious traffic.

4.204 The proposed anti-virus, anti-spam, anti-malware for email solution support automatic learning & reverse DNS.

4.205 The proposed Anti-virus, anti-spam, anti-malware for email solution must support

- Must be accurate
- Must support a reputational awareness system for internet sourced mail flow.
- Must identify the reputational awareness system utilized
- Must support the capability to block messages based on differing criteria
- Must support attachment interrogation and blocking
- Content Management should have Subject line & message body of Email, File attachment name, type, or size, Scans inside text attachments & ZIP attachments.
- Anti-spam filter should have Black hole List Support, Administrator Defined phrases, Sender Base score, Spam Threshold, Header Rules, Body Hash Rules, Heuristic Rules, Signature based, Open Proxy List.
- Must support connection limiting
- Must support the ability to rewrite email headers
- Must support ability to do content analysis
- Must support the ability to take different types of actions on mail messages depending on how they are scored by the system.
- Must support end-user quarantine functions that include view and managing quarantined mail through a secure, web based interface for Spam messages, virus messages and suspect messages
- Must support end user self-service features for the configuration of Spam controls, white listing and Black listing, Quarantine access, Spam threshold management
- Must provide anti-virus & anti-malware detection & prevention capabilities
- Must have automated real-time detection & prevention update capabilities.
- Must have anti-malware policy configuration capabilities
- Single management administrative console for managing both anti-spam, anti-virus, anti-malware systems.
- Must provide real-time reporting capabilities of the following types: Email virus detection/stoppage reporting, System reporting, Spam Detection reports, Spam Detection reports, Must provide reports that list changes/Updates to the system occurring in real time.

4.206 The bidder should provide updates and upgrades as and when released by the OEM during contract period.

4.207 Security being prime concern, solution should not breach the security of any other installations of Bank in any way.

4.208 The bidder should provide one no. of Manpower for support, administration, monitoring and backup daily basis during 9 A.M to 9 P.M at UCO Bank NOC Centre.

4.209 For the migration from Bank's Existing Exchange 2010 mail solution to Cloud environment email solution, if any hardware, software **& Bandwidth required for the completion of the project within the scheduled time of implementation (i.e., 20 weeks),** then it will be entirely borne by the bidder without any additional cost to the Bank.

4.210 Bank has **"Right to Use"** during the entire contract period of 5 years and if required extensions can be the sole discretion of the Bank.

PART – V

1. Consortium

The Prime vendor may bid for the RFP document, as it is his responsibility to implement and maintain the most appropriate Data Centre comprising of adequate hardware and software products to serve the Bank. For execution of project, prime vendor may constitute a consortium of different vendors such as cloud service providers, OEM etc. However, in this case the contract will be executed with prime vendor only. Hence all the terms and conditions mentioned in this RFP will be valid for prime vendor only. The Bank will deal with only the Prime vendor as a single point of contact who shall have the sole responsibility for the entire assignment.

2. 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.

3. Schedule of Implementation

- The project should be completed **within 20 weeks,** including implementation and migration of 5000 mail boxes, from the date of purchase order. If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

- Any license, if required, need to be provided by the Prime Vendor. The Prime Vendor is solely responsible for any legal obligation related to licenses during warranty period of five years for solution proposed as implemented by the Prime Vendor.

- The project is considered as completed (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the Bank and the prime vendor. The component level checking for individual item may be included during the acceptance test.

4. Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the

bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
b. Principal to treat all bidders with equity and reason
c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
d. Bidders not to enter into nay undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
e. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – K** for strict compliance.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

5. Independent External Monitor (s)

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

a) Shri S R Raman
1A-121, Kalpataru Gardens, Near East-West Flyover,
Kandivali East, Mumbai – 400101, E-mail:- raman1952@gmail.com

b) Ms Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers, Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072, E-mail:- vriyer1955@gmail.com

a. The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per **Annexure – K.**

b. 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.

c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

e. 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.

f. 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.

g. 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.

h. The Monitor will submit a written report to the designated Authority of Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should the occasion arise, submit proposals for correcting problematic situations.

6. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for **63 months (60+3 months claim period)**, indemnifying any loss to the Bank, as per the format of **Annexure – J**. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). **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 prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or

is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

7. Payment Terms

The payment will be made by UCO Bank, Head Office, DIT. The selected bidder has to submit the Performance Bank Guarantee within stipulated time frame at aforesaid office. The Payment shall be made as per the terms and conditions mentioned in the RFP, quoted by the vendor and finalized by the Bank. Bank will make the payment subject to signing of the contract as follows:

1. Migration Cost:
   - The payment along with the taxes will be paid to the bidder after successful completion of all the 5000 mail id's / mail boxes have been assigned in the system and made operational, on submission of supporting proof of documents and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.
2. Revenue Cost:
   - The payment for **Basic Mail server service cost as per sub-total A**, **Additional Email Security service cost as per sub-total B and FM Service cost as per sub-total C** of Commercial BoM (**Annexure – G**) will be paid on quarterly in arrears from the date of successful completion of the entire 5000 mail id's / mail boxes.
   - Bills shall be raised on quarterly arrear basis as per scope of work mentioned in the RFP after deducting penalty / liquidated damages, if any.
3. Payment for E-mail Client License will be released after successful delivery of the licenses.

8. Confidentiality

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and

- To treat all Information as Confidential Information.

- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

- The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

9. Paying Authority

The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office- Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

10. Penalty

Inability of the proposed solution to deliver the required functionality at performance levels expected at 99.95% on monthly basis would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.01 % of the TCO for non-compliance to the performance levels by 0.1%.

Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

The Bank would consider the following formula to calculate the downtime below the designated limits of operational uptime:

Downtime %= **(Scheduled uptime – calculated downtime)*100)/Scheduled uptime**

Where:

"Scheduled Uptime": Means the operating hours of the system for one month.

Calculated downtime: Is the number of hours in the month for which the DC was not completely functional as a whole or any of its subsystem was not operational in its full capacity.

Penalty Calculation Matrix:-

Assume that particular aspect of 'Critical' level wherein because of a situation of failure of both the UPS's at an instance. The minimum service level in a month is 99.95% for all services on 24X7 basis.

Liquidated Damage

Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% (One percent) of the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force.

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 maybe 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,
- Situations, 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 tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

13. 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.

14. Acceptance Testing

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

15. Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

16. Indemnity

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

17. 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.

18. 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.

19. Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

20. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering). All hardware and software must be supplied with their original and complete printed documentation.

21. Resolution of Disputes

The Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between General Manager (IT Department) of UCO BANK and the Authorized Official of the selected bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out

of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement.

22. 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 equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

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

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

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, maintenance and facility management.

23. 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 he 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.

24. Termination

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- **a)** The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- **b)** The selected bidder goes into liquidation, voluntarily or otherwise.
- **c)** The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- **d)** An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- **e)** The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- **f)** Deductions on account of liquidated damages exceed more than 10% of the total work order.
- **g)** In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- **h)** 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 the contract is cancelled for any reason, whatsoever.
- **i)** 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

25. 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.

26. Effect of termination

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of 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 Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the 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.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

27. 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 on-going 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.

28. 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).

29. 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.

ANNEXURE – A

(Tender offer forwarding letter)

To
The General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: RFP for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) vide RFP REF NO: DIT/BPR & BTD/OA/3081/2019-20 Date: 07/09/2019

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) and will be Providing Services mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by The Bank we undertake for the Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) and Provide Services as per your purchase orders.

In the event of our selection by the Bank Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering), 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 our offer shall 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.

We enclose the following Demand Drafts/Pay Orders:

1. DD No. _____dated_____ for **Rs 20,000/- (Rupees Ten Thousand Only)** as Cost of RFP Document &
2. BG No. _____dated_____ for **Rs 4,00,000/- (Rupees Four Lakhs only)** as EMD.

Both DDs are issued in favour of **UCO BANK** by …… Bank, …… Branch payable at Kolkata.

Dated this __day of ____2019

Signature: _____

(In the Capacity of) _____

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

Annexure – B

Eligibility Criteria Compliance

Sl. No.	Criteria	Documents to be submitted	Bidder's Compliance (Yes/No)
1	Bidder should be a registered company in India under Companies Act, 1956/2013 and should have been in operation for at least three years as on date of RFP.	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN No: GST Registration No.	
2	Bidder must have minimum annual turnover of Rs. 50 Crores in each of the last three financial years (2016-17, 2017-18 & 2018-19) should also have made operating profit in at least two of the last three previous financial years.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2016-17, 2017-18 & 2018-19). In case, FY 2018-19 audited balance sheets are not available, then the provisional certificate signed by the chartered accountant / company secretary is to be submitted.	
3	Bidder should have experience of migrating from **Microsoft Exchange of minimum 3000 mail boxes** into public cloud in India**.**	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory.	
4	Bidder should be either OEM or cloud service provider or Highest Level Partner of OEM. In case of cloud service provider partner bidder should have agreement with OEM to supply OEM's products and should have back to back support agreement with OEM.	Bidder should provide a letter from OEM(s), certifying that the bidder is Highest Level Partner of the OEM and duly authorized to sign Agreement with OEM and to supply OEM's products/ services and has back to back support agreement with OEM for software/cloud computing services Manufacturer's Authorization Form (MAF) as given in **Annexure – I** is to be provided for Hardware & Software /Cloud computing services.	
5	In case of a bidder, who is not	Agreement with OEM and to	

	a cloud service provider, bidder should have should have agreement with cloud service provider to products service on cloud and should have back to back support agreement with cloud service provider	supply cloud service provider and has back to back support agreement with cloud computing services Manufacturer's Authorization Form (MAF) as given in **Annexure – I** is to be provided for Hardware & Software /Cloud computing services.	
6	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India	Self-declaration on the letter head.	
7	The Cloud service provider should be certified to be compliant to the following control standards: i. ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards ii. ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology iii. ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. iv. ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services	Copy of ISO certificate, valid as on the date of bid submission.	
8	Proposed Email Cloud service provider should be MeitY (Govt. of India) empanelled and STQC audit compliant for Public Cloud service offering of PaaS and IaaS. For Public Cloud service offering for SaaS,	Copy of Meity empanelment and STQC audit compliance certificate	

	should be compliant as and when MeitY takes it up for empanelment **on yearly basis**.		
9	The Cloud Service Provider should have Public Cloud Service for a minimum period of three (3) years in India as on the date of release of this RFP.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory	
10	The Cloud Service Provider should host SaaS of Mail service having **minimum 3000 mailboxes for minimum one organization in India for at least 1 full year from date of Go-live**.	Copy of Client Certification for successful completion and commissioning with name and contact details of signatory	
11	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.	

Bidder must comply with all the 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.

Place:
Date:

(Signature and seal of authorized person)
Company's Seal
Designation:
Bidder's corporate name:

Annexure – C

Technical Bill of Material

Sl. No.	Items/Service	Qty	Offered Software / Service details
Basic Mail server			
1	5 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving & e-Discovery	500	
2	2 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving & e-Discovery	5500	
Additional Email Security			
1	Email DLP	6000	
2	Email RMS	6000	
3	Two factor authentications	6000	
4	Email Mobile security and Mobile device control	500	
FM Service			
1	FM Services 1st year	1 seat	
2	FM Services 2nd year	1 seat	
3	FM Services 3rd year	1 seat	
4	FM Services 4th year	1 seat	
5	FM Services 5th year	1 seat	
Migration Cost			
1	Migration Cost	5000	
E-mail Client license			
1	E-mail Client license	20, 000	

Place:
Date:

(Signature and seal of authorized person)
Company's Seal
Designation:
Bidder's corporate name:

Annexure – D

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

	2015-16	2016-17	2017-18
Net Worth			
Turnover			
Profit after Tax			

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 implementation of similar orders

PSU Organization / BFSI		
Name of Organization	**Period**	
	From	**To**

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place: **Name:** _____

Date: **Business Address:** _____

Annexure – E

Format of Bank Guarantee (EMD)

To

The General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: RFP for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) vide RFP REF NO: DIT/BPR & BTD/OA/3081/2019-20 Date: 07/09/2019

In response to your invitation to respond to your RFP for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering), 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 the Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) 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. 4 Lakhs** (**Rupees Four Lakhs 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 Four Lakhs 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. 4.00 Lakhs only** (Rupees Four Lakhs Only).
2. This Bank guarantee will be valid up to_____; 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.

Annexure – F

Masked Commercial Format

Sl. No.	Items/Service	Qty (a)	Offer Service details	Unit Price/year (b) (in Rs.)	Taxes on unit price (c) (in Rs.)	Total price with taxes for 5 years 5XaX(b+c) (in Rs.)
Basic Mail server						
1	5 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving & e-Discovery	500	**XXXX**	**XXXX**	**XXXX**	**XXXX**
2	2 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving & e-Discovery	5500	**XXXX**	**XXXX**	**XXXX**	**XXXX**
Cost for basic mail service for 5 years (Sub Total A)						**XXXX**
Additional Email Security						
1	Email DLP	6000	**XXXX**	**XXXX**	**XXXX**	**XXXX**
2	Email RMS	6000	**XXXX**	**XXXX**	**XXXX**	**XXXX**
3	Two factor authentications	6000	**XXXX**	**XXXX**	**XXXX**	**XXXX**
4	Email Mobile security and Mobile device control	500	**XXXX**	**XXXX**	**XXXX**	**XXXX**
Cost for Additional Email Security service for 5 years (Sub Total B)						**XXXX**
FM Services						
1	**FM Services 1st year**	**1 seat**	**XXXX**	**XXXX**	**XXXX**	**XXXX**
2	**FM Services 2nd year**	**1 seat**	**XXXX**	**XXXX**	**XXXX**	**XXXX**
3	**FM Services 3rd year**	**1 seat**	**XXXX**	**XXXX**	**XXXX**	**XXXX**
4	**FM Services 4th year**	**1 seat**	**XXXX**	**XXXX**	**XXXX**	**XXXX**
5	**FM Services 5th year**	**1 seat**	**XXXX**	**XXXX**	**XXXX**	**XXXX**
Cost of FM Services for 5 years (Sub Total C)						**XXXX**

One Time Migration Cost						
Sl. No.	**Items/Service**	**Qty (a)**	**Offer Service details**	**Unit Price/per mail box (b) (in Rs.)**	**Taxes (c) (in Rs.)**	**Total price with taxes aX(b+c) (in Rs.)**
1	Migration Cost	5000	**XXXX**	**XXXX**	**XXXX**	**XXXX**
Migration Cost (Sub Total D)						**XXXX**
E-mail Client license						
1	E-mail Client license	20,000	**XXXX**	**XXXX**	**XXXX**	**XXXX**
Cost of E-mail Client license for 5 years (Sub Total E)						**XXXX**
Grand Total F=A+B+C+D+E						**XXXX**

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
3. In the event the vendor has not quoted or mentioned any component or services required, for evaluation purposes the highest value in the submitted bids for that particular item 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. **L1 bidder would be determined based on the total cost of ownership**. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.
5. **The bidder with lowest commercial cost as mentioned above if required, after normalization will be selected as L1 bidder respectively.**
6. **The price is inclusive of installation, migration, commissioning, warranty freight forwarding & insurance charges and taxes. Bank will pay the applicable taxes ruling at the time of actual delivery of services / implementations / AMC / ATS & resultant billing.**

Place:
Date:

(Signature and seal of authorized person)
Company's Seal
Designation:
Bidder's corporate name:

Annexure – G

Commercial Format

Sl. No.	Items/Service	Qty (a)	Offer Service details	Unit Price/year (b) (in Rs.)	Taxes on unit price (c) (in Rs.)	Total price with taxes for 5 years 5XaX(b+c) (in Rs.)
Basic Mail server						
1	5 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving & e-Discovery	500				
2	2 GB Mail box size with online Archival for 10 years antispam, antivirus, antimalware for email and Compliance Archiving & e-Discovery	5500				
Cost for basic mail service for 5 years (Sub Total A)						
Additional Email Security						
1	Email DLP	6000				
2	Email RMS	6000				
3	Two factor authentications	6000				
4	Email Mobile security and Mobile device control	500				
Cost for Additional Email Security service for 5 years (Sub Total B)						
FM Services						
1	**FM Services 1st year**	**1 seat**				
2	**FM Services 2nd year**	**1 seat**				
3	**FM Services 3rd year**	**1 seat**				
4	**FM Services 4th year**	**1 seat**				
5	**FM Services 5th year**	**1 seat**				
Cost of FM Services for 5 years (Sub Total C)						
One Time Migration Cost						

Sl. No.	Items/Service	Qty (a)	Offer Service details	Unit Price/per mail box (b) (in Rs.)	Taxes (c) (in Rs.)	Total price with taxes aX(b+c) (in Rs.)
1	Migration Cost	5000				
Migration Cost (Sub Total D)						
E-mail Client license						
1	E-mail Client license	20,000				
Cost of E-mail Client license for 5 years (Sub Total E)						
Grand Total F=A+B+C+D+E						

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
3. In the event the vendor has not quoted or mentioned any component or services required, for evaluation purposes the highest value in the submitted bids for that particular item 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. **L1 bidder would be determined based on the total cost of ownership**. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.
5. **The bidder with lowest commercial cost as mentioned above if required, after normalization will be selected as L1 bidder respectively.**
6. **The price is inclusive of installation, migration, commissioning, warranty freight forwarding & insurance charges and taxes. Bank will pay the applicable taxes ruling at the time of actual delivery of services / implementations / AMC / ATS & resultant billing.**

Place:
Date:

(Signature and seal of authorized person)
Company's Seal
Designation:
Bidder's corporate name:

Annexure – H

DECLARATION-CUM-UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To

The General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s……., having its Registered Office at……., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20 _____.

Place:

For M/s. …….

……

[Seal and Signature(s) of the Authorized Signatory (s)]

Annexure – I

(Letter to be submitted by the Manufacturer on firm's letter head)

MANUFACTURERS' AUTHORIZATION FORM (MAF)

To
The General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: RFP for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) vide RFP REF NO: DIT/BPR & BTD/OA/3081/2019-20 Date: 07/09/2019

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

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

Yours faithfully

Authorized Signatory

(Name of manufacturers)

Place:
Date:

Name:
Phone No.:
Fax:
E-mail:

Annexure – J

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 "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called " SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no. ….dated ……. issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. ----------as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, 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 "Bank") at the request of …….. [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs……..against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser 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 Purchaser 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 Purchaser 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 have been fully paid and its claims satisfied or discharged or till Purchaser 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 Purchaser that Purchaser 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 forebear 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 Purchaser 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]

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. Bank 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.

Place:
Date:

(Signature and seal of authorized person)
Company's Seal
Designation:
Bidder's corporate name:

Annexure – K

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

Whereas UCO Bank having its registered office at 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 acting through its …… Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And M/s_____ represented by_____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

(ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical

proposals and business details, including information constrained or transmitted electronically.

(iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also

have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last five years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) / Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder / Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of five years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) To en-cash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or 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 its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price 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.

11. Independent External Monitor(s)

11.1 The Bank has appointed independent External Monitors for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11.7 The word **"Monitor"** would include both singular and plural.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

13. 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 provision of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15. Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidders (s) / Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

BUYER	**BIDDER * / SELLER***
Signature:	Signature:
Authorized Signatory,	Authorized Signatory (*)
UCO Bank, Head Office – II,	
Department of Information Technology	

Place:

Date:

Witness 1:

(Name & Address)

Annexure – L

Undertaking Letter to the Bank on the vendor's letterhead

To
The General Manager
DIT, BPR & BTD
Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: RFP for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) vide RFP REF NO: DIT/BPR & BTD/OA/3081/2019-20 Date: 07/09/2019

Further to our proposal dated ……, in response to the Request for Proposal (Bank's tender No. …… hereinafter referred to as **"RFP"**) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For……..

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – M

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To
The General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3 & 4 DD Block, Sector – I,
Salt Lake, Kolkata – 700064.

Dear Sir(s),

Sub: RFP for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) vide RFP REF NO: DIT/BPR & BTD/OA/3081/2019-20 Date: 07/09/2019

a) We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.
b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Deviation to the above if any, the Bidder must provide details of such action(s))

(1)

(2)

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

Place:
Date:

(Signature and seal of authorized person)
Company's Seal
Designation:
Bidder's corporate name:

Annexure – N

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws

To
The General Manager
DIT, BPR & BTD
Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: RFP for Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering) vide RFP REF NO: DIT/BPR & BTD/OA/3081/2019-20 Date: 07/09/2019

Further to our proposal dated ……, in response to the Request for Proposal (Bank's tender No. …… hereinafter referred to as **"RFP"**) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. 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).**

Yours faithfully,

For……..

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – O

NON-DISCLOSURE AGREEMENT

(To be executed on a non-judicial stamp paper of requisite value)

This Non-Disclosure Agreement is entered into on this ….day of ……., 2019

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 the **Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering)** as per the terms and conditions specified in the **RFP Ref. No DIT/BPR & BTD/OA/3081/2019-20 dated: 07/09/2019.** The Vendor/Receiving Party would be the 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 the Migration of Bank's E-mail system on Public Cloud Architecture with e-mail Archival Facility (Re-tendering).

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 Five (5) 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 30 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 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 Five (5) 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 Assign: 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 _____ *(the selected vendor)*.

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
……
(The* selected *vendor)

Signature: _____
Name: _____
Designation: _____
Date: _____