



**UCO BANK**  
Department of Information Technology

**RFP for Supply, Installation, Migration and Maintenance of Storage for Overseas Core Banking Solution**

**RFP Ref. No: UCO/DIT/1245/2021-22 Date: 10.08.2021**

**Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's published on 27.08.2021**

Sl. No.	RFP Page No,	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1.	40	33	The proposed storage must support data migration of existing HPE EVA Storage with ZERO data loss.	During Data Migration, Respective box has to be under support from HP	Existing storage is under AMC from OEM M/s HPE and valid till 31.12.2021. Selected bidder should complete migration activity before 31.12.2021. However data migration from existing storage to proposed new storage with ZERO data loss shall be the responsibility of selected bidder.
2.	40	35	Offered storage array shall support quality of service for critical applications to define IOPS, bandwidth & response time in both milliseconds as well as Sub-milliseconds for different application logical units at real time	We will meet the performance numbers mentioned in the tender, hence please remove the points related to response time.	Kindly refer corrigendum enclosed herewith
3.	36	5	At present bank have HPE EVA 8400 at DC (Primary Site) for storing Overseas Core Banking Data for Singapore & Hong	During Data Migration, Respective box has to be under support from HP	Existing storage is under AMC from OEM M/s HPE

			Kong Branches in separate LUN space. Bidder should supply & installed to two no all flash Storage at DC site. Out of two new storage bidder has to migrate all data of Singapore Branches CBS from HPE EVA 8400 to one of proposed storage with zero data loss with data integrity. Similarly, bidder has to migrate all data of Hong Kong Branches CBS from HPE EVA 8400 to another proposed storage with zero data loss with data integrity.		and valid till 31.12.2021. Selected bidder should complete migration activity before 31.12.2021. However data migration from existing storage to proposed new storage with ZERO data loss shall be the responsibility of selected bidder.
4.	36	6	At present bank have HPE EVA P6300 at DR Site for storing Overseas Core Banking Data for Singapore & Hong Kong Branches in separate LUN space. Bidder should supply & installed to two no all flash Storage at DR site. Out of two new storage bidder has to migrate all data of Singapore Branches CBS from HPE EVA P6300 to one of proposed storage with zero data loss with data integrity. Similarly, bidder has to migrate all data of Hong Kong Branches CBS from HPE EVA P6300 to another proposed storage with zero data loss with data integrity.	During Data Migration, Respective box has to be under support from HP	
5.	37	7	At present bank is using 2 (Two) of HPE SN3000B 24 port with HPE B-series 16Gbps SFP SAN switches at DC & DR each side for connectivity for HPE EVA 8400 & HPE EVA P6300 storage respectively with respective servers. At present out of 24 port, 7 (Seven) of ports are free in both side DC & DR location. For new storage connectivity & storage migration bidder can use these free ports. For new storage connectivity & Storage migration if any additional hardware, software/tool required bidder should factor same without any additional cost to bank.	Apart from free ports, additional ports will be required during migration and installation. Request bank to allow flexibility during this process and free up some existing ports.	Clause is self-explanatory.

6.	13	5	The Bidder should have supplied, installed, commissioned, migrated, data for such proposed or any other Storage and SAN infra (minimum 10 TB usable capacity) in any one scheduled commercial Bank in India in the last five (5) financial years having Core Banking Production Systems.	We would request for a minor change in this clause considering Basic SAN Storage technologies have remained the same for last 7-8 years. Kindly consider the request and change the clause as " <u>The Bidder should have supplied, installed, commissioned, migrated, data for such proposed or any other Storage and SAN infra (minimum 10 TB usable capacity) in any one scheduled commercial Bank in India in the last SEVEN (7) financial years having Core Banking Production Systems.</u> "	Clause stands as per RFP
7.	42	5	Payment Terms	<p>Requesting you to modify the clause as below-</p> <p>95% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC, DR respectively. Payment will be released after delivery on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official, after realizing penalty charges for late delivery &amp; installation, if any. ii. 5% of the delivered hardware cost would be payable on successful installation, commissioning, &amp; acceptance on successful data migration and sign off by the Bank of the hardware at DC, DR respectively, after realizing penalty charges for late delivery &amp; installation, if any. iii. AMC payments would be made on quarterly advance basis. iv. Implementation cost would be payable in advance</p>	Clause stands as per RFP
8.	46	6	Uptime & Penalty	<p>Requesting you to modify the clause as below-</p> <p>Inability of the proposed solution to</p>	Clause stands as per RFP

				deliver the required functionality at performance levels expected at 99.999% on monthly basis would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5 % of the total cost of ownership (TCO) subject to a maximum of 5% of the total cost of ownership (TCO) (inclusive of liquidity damages) for non_x0002_compliance to the performance levels by 0.1 % and bank can deduct penalty post cure period and prior intimation from any pending payment	
9.	47	7	Liquidated damages	<p>Requesting you to modify the clause as below-</p> <p>Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5% of the total cost of ownership (including penalty.). Bank will have right to recover these amounts by any mode post cure period and prior intimation such as adjusting from any payments to be made to the Bidder</p>	Clause stands as per RFP
10.	43	7	The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder	Requesting you to Delete the clause	Clause stands as per RFP
11.	46	15	Taxes	<p>Requesting you to modify the clause as below-</p> <p>c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by</p>	Clause stands as per RFP

				<p>any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at RFP Ref. No: UCO/DIT/1245/2021-22 Date: 10.08.2021 Page: 47 of 117 source within 180 – days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within 180 days of the closure of the financial year. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the Bank</p>	
12.	48	17	<p>In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder. This indemnification is only a remedy for</p>	<p>Requesting you to modify the clause as below-</p> <p>in the event of any failure or willful omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all actual, direct and proven claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations</p>	<p>Clause stands as per RFP</p>

			<p>the Bank. The selected Bidder shall not be absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to the damages awarded by the Court and shall exclude any indirect, consequential and incidental damages. However the indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and/or any third party.</p>	<p>arising there from and Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder. This indemnification is only a remedy for the Bank. The selected Bidder shall not be absolved from its responsibility of complying with the statutory obligations as specified above. However the indemnity would cover actual, direct and proven damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and/or any third party.</p>	
13.	50	21	<p>Order Cancellation:</p> <p>In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:</p> <p>I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p> <p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank</p>	<p>Requesting you to modify the clause as below-</p> <p>In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:</p> <p>I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 5% of the differential cost of original quoted cost for such deliverable as per commercial bid.</p> <p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. In this event the bidder is bound to make good with the capping of 5% of</p>	<p>Clause stands as per RFP</p>

			<p>may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.</p>	<p>the differential cost of original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p> <p>III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p> <p>IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank only post mutual agreement, This is after repaying the original amount paid.</p>	
14.	52	22	<p>Indemnity:</p> <p>We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of</p>	<p>Requesting you to modify the clause as below-</p> <p>We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any actual, direct and proven claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of actual, direct and proven accidents, destruction, deliberate or otherwise,</p>	Clause stands as per RFP

			any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____;	violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses made in respect of the said Contract and any damage caused from and against all actual, direct and proven suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to willful omission or commission of any negligence act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____;	
15.	50	22	<p>Indemnity:</p> <p>We the Vendor further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganisation, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Vendor:</p> <p>a) material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level</p>	<p>Requesting you to modify the clause as below-</p> <p>We the Vendor further—agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following actual, direct and proven, negligence acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganisation, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Vendor:</p> <p>a) material breach of any representation or false representation or inaccurate statement t or warranty of the service provider under these presents and/or Request for Proposal</p>	Clause stands as per RFP



		<p>Agreement/Contract/Master Service Level Agreement;</p> <p>b) infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>c) for any loss or damages caused to the Bank's premises or property, loss of reputation &amp; loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates;</p> <p>d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;</p>	<p>and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>b) infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfill the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>c) for any loss or damages caused to the Bank's premises or property, loss of reputation &amp; loss of life etc., solely attributable due to the negligence acts of the Vendor/Vendor's employees, representatives, agents and/or associates;</p> <p>d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;</p> <p>e) gross Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;</p> <p>The forgoing shall not apply to any infringement claim resulting from any</p>	
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				Systems/Software or other software that arises solely due to (a) use, operations and maintenance of the Deliverables or any 3rd party material in any manner not in accordance with the Documentation or Selected Bidder's instructions or recommendations, or (b) combination, modification done other than by Selected Bidder.	
16.	56	27	<p>Exit option and contract re-negotiation: 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.</p> <p>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.</p> <p>The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.</p>	<p>UCO BANK</p> <p>Requesting you to delete the clause</p>	Clause stands as per RFP

17.	57	28	<p>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.</p> <p>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</p>	<p>Requesting you to modify the clause as below-</p> <p>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 subject to maximum 5% of the differential cost of undelivered materials.</p> <p>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 and an opportunity of being heard 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 subject to maximum 5% of the differential cost of undelivered materials or unperformed services. This clause is applicable, if the contract is cancelled for any reason, whatsoever</p>	Clause stands as per RFP
18.	57	28	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	Requesting you to delete the setoff clause to be deleted	Clause stands as per RFP
19.	58	29	Termination for convenience	Requesting you to made the clause mutual for both the parties	Clause stands as per RFP
20.	61	36 (e )	DISPUTE RESOLUTION MECHANISM: The Bidder shall not be entitled to suspend the Service/s or the completion	Requesting you to modify the clause as below- The Bidder shall not be entitled to	Clause stands as per RFP

			of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement, except in the event that the dispute between the parties related to the non payment of fee. Likewise, bank shall continue to pay for the services rendered during the pendency of the dispute	
21.	62	37	<p>DISPUTE RESOLUTION MECHANISM:</p> <p>All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, 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 UCO 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</p>	<p>Requesting you to modify the clause as below-</p> <p>All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, 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 of a sole arbitrator jointly appointed by both the parties and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or enactment thereof—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, except in the event that the dispute between the parties related to the non payment of fee, unless otherwise directed in writing by the Bank unless the matter is such that the work cannot</p>	Clause stands as per RFP

			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	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	
22.	65	39	<p>34. LIMITATION OF LIABILITY</p> <p>i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.</p> <p>iii. The limitations set forth in point no. 1 shall not apply with respect to:</p> <p>a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.</p> <p>b) damages occasioned by the gross negligence or willful misconduct of Service Provider.</p> <p>c) damages occasioned by Service Provider for breach of confidentiality obligations.</p> <p>d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.</p>	<p>Requesting you to modify the clause as below-</p> <p>34. LIMITATION OF LIABILITY</p> <p>i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the annual project cost/contract value.</p> <p>ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.</p> <p>Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising. The limitations set forth in this section shall apply even if any other</p>	Clause stands as per RFP

				remedies fail of their essential purpose	
23.	97	NDA 9(a)	Arbitration	Requesting you to delete Arbitration clause in the NDA	Clause stands as per RFP
24.	97	NDA 9(D)	Indemnification	Requesting you to delete Indemnification clause in the NDA	Clause stands as per RFP
25.	124	NDA 10	10. Term: This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).	Requesting you to modify the clause as below- 10. Term: The term of this Agreement shall commence from effective date and continue for a period of: 1 (one) year from the Effective Date of the Agreement. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of expiry or termination of this Agreement (except for personal customer data which shall remain confidential forever).	Clause stands as per RFP
26.	NA	NA	New Query	Requesting you to add the clause as below- Neither party shall, directly or through a third party contractor, solicit/induce/ entice away or endeavor to solicit/ induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general	Clause stands as per RFP

				newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	
27.	NA	NA	New Query	<p><u>Requesting you to add the clause as below-</u></p> <p>Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider</p>	Clause/Query is not admissible.
28.	NA	NA	New Query	<p><u>Requesting you to modify the clause as below-</u></p> <p>In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service</p>	Clause/Query is not admissible.

				Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation	
29.	41	Delivery & installation Time line	Bidder should completed delivery, installation & migration activity within 8 weeks from date of purchase order. The Bank reserves the right to shift the ordered items to any location where bank has presences (DC, DR), anywhere in India, during the warranty period.	We here by request bank to consider 16 weeks for installation and Delivery& Migration Considering delay unavailability of Raw material.	Clause stands as per RFP
30.	101	Eligibility	The Bidder should have supplied, installed, commissioned, migrated data for such proposed or any other Storage and SAN infra (minimum 10 TB usable capacity) in any one scheduled commercial Bank in India in the last five (5) financial years having Core Banking Production Systems.	The Bidder should have supplied, installed, commissioned, migrated data for such proposed or any other Storage and SAN infra	Clause stands as per RFP
31.	38	7	Storage should have features like Snapshot, Clone, Temper proof/read only copy, and multisite replication etc., supporting zero data loss, 3-way DR replication	It is essential that proposed storage also supports both Synchronous and Asynchronous replication. Please confirm	Kindly refer corrigendum enclosed herewith.
32.	38	9	Minimum 4 X 16 gbps FC Ports (2+2). If required bidder needs provision extra port to future provisioning during contract period.	We would request you to include below lines as well " Offered storage should support 32Gb/s FC" 32 Gb/s has become standard now and would be highly recommended for investment protection purpose	Clause stands as per RFP
33.	40	34	The Storage System should have minimum of 256 GB of Cache and should be scalable to 512 GB Cache for data and control operation. The write	Please include "Entire cache should be DRAM based. SSD based cache would not be accepted. DRAM Cache shall be completely dynamic for read and	Clause stands as per RFP



			cache must be mirrored / protected to avoid any data loss in case of a failure	write ratios and operations"	
34.	38	18	The storage system shall support hardware based data replication to a remote site	We would request you to include below lines for investment protection and solution ready for storage based replication as and when required. " Offered storage should have built in replication port or bidder to include redundant FCIP router"	Clause stands as per RFP
35.	13	3	The OEM / OSD same family products offered in this RFP have been deployed in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI with a minimum one in last three years in India	Our understanding the OEM / OSD same family products offered in this RFP have been deployed in at least one Public Sector Bank / Govt. Organization / Commercial Bank / RRBs / BFSI within the last three years in India.	Clause stands as per RFP
36.	16	4	Bid Security Declaration: A Bidder is required to submit along with its Bid a Bid Securing Declaration. The bidder has to sign a Bid Securing Declaration accepting that the bidder will be suspended for participation in the tendering process of the Bank in future, if	Request Bank to provide a period of suspension for the Bidder as follows: Bid Security Declaration A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for a period of 180 days from time starting on Bid Submission Date for Bid participation in the tendering process of the Bank in future, if	Clause stands as per RFP
37.	23	25	Acceptance of Terms: A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP along with Bidder Response.	Clause stands as per RFP
38.	50	21	Order Cancellation : i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA. ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.	1) Request to invoke the clause where the bidder commits a material breach and not for any breach of mutually agreed terms and conditions as follows: i. The bidder commits a material breach of any of the terms and conditions of the offer or any of the mutually agreed terms and conditions	Clause stands as per RFP

				of the Purchase Order / SLA. 2)The wordings serious discrepancy in the quality of service is very open ended wordings and need to be deleted	
39.	51	21	<p>Order Cancellation:</p> <p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p>	<p>a) Request Bank to invoke the clause for the reasons attributable to bidder as follows:</p> <p>II) If the bidder does not perform satisfactorily or delays execution of order for the reasons attributable to bidder, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. In this event the bidder is bound to make good with the capping of <b>25%</b> of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled...</p>	Clause stands as per RFP
40.	52	22	<p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated _____, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions</p>	<p>In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated _____ and notwithstanding anything to the contrary herein subject to the cure period of 30 days to be given by Bank to the Vendor and further to a maximum of the total contract value of the aforementioned Master Services Agreement/SLA, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or</p>	Clause stands as per RFP

			that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____;	otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any direct damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____; Vendor will not be liable and shall not indemnify for lost revenues or profits, loss of anticipated savings, nor for any indirect, or consequential Losses of any party, including third parties, even if Bank has been advised of the possibility of those Losses however caused.	
41.	53	22	22. Indemnity c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates; d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level	c) for any loss or damages caused to the Bank's premises or tangible property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates; d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master	Clause stands as per RFP

			Agreement/Contract/Master Service Level Agreement; e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;	Service Level Agreement; e) Gross Negligence or gross willful misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;	
42.	53	22	22. Indemnity All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities	Request Bank to delete the following indemnities from the survival clause: <del>All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.</del>	Clause stands as per RFP
43.	62	39	Limitation of Liability: For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value. ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.	Request Bank to provide exclusion to consequential damages in Clause 39 (Limitation of Liability) to make in sync with Clause 22 (Indemnity) of this RFP and add point iv in this clause as below:  i) For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total annual project cost/contract value. ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause. However, the Standards of security will be prescribed in the SOWs and shall be adhered to and followed by selected bidder and selected bidder shall not be	Clause stands as per RFP

				<p>responsible for any breach of Customer Personal Data and Confidentiality which takes effect despite the strict adherence to such agreed standards of security.</p> <p>Neither Party shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p>	
44.	55	27	<p>27. Exit Option and Contract Re-Negotiation:</p> <p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <ul style="list-style-type: none"> <li>▪ Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;</li> </ul>	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <p>Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods &amp; any period extended by the bank</p>	Clause stands as per RFP
45.	56	28	<p>Termination</p> <p>UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:</p> <p>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.</p>	<p>UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:</p> <p>a) The selected bidder commits a material breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.</p>	Clause stands as per RFP
46.	59-60	32	<p>Consequences of Termination</p> <p>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.</p> <p>The termination hereof shall not affect any accrued right or liability of either</p>	<p>Request Bank to modify the clause as below to remove the reference of Deed of Indemnity:</p> <p>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, <del>enforce the Deed of Indemnity</del> and pursue such other rights and/or remedies that may be available to</p>	Clause stands as per RFP

			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.	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 <del>expressly or by implication intended to come into or continue in force on or after such termination.</del> However, Bank shall make payment to the selected bidder which include all costs incurred by selected bidder till the date of termination. In the event that the Bank fails to pay any undisputed amount in respect of the services within 30 days from the date of invoice, selected bidder may issue a written notice and discontinue delivery without being considered as breaching its obligations hereunder until payment is received.	
47.	61	36	Dispute Resolution Mechanism e) 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 and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	e) The Bidder shall not be entitled to suspend the Service/s <b>(except for the payment obligations)</b> or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Clause stands as per RFP
48.			Bank Responsibilities	1) Bidder suggest UCO Bank general Responsibilities to be enumerated 2) When Bank acts and omissions or other circumstances delay, disrupt or prevent bidder's performance, bidder shall accordingly (i) extend delivery and milestone dates, (ii) be compensated for additional costs if incurred, and (iii) be paid for additional service performed due to such act &	Clause stands as per RFP

				omission of the Bank	
49.			New Clause	However, any delay of the GO Live due to not readiness of the site in the Bank, delay will not attributable to the Bidder for Liquidated Damage purpose.	Clause stands as per RFP
50.	68	ANNEXURE - I	<p>ANNEXURE – I (Tender offer forwarding letter) We agree to abide by the terms and conditions of this tender offer valid till 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.</p> <p>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.</p>	<p>We agree to abide by the mutually agreed terms and conditions of this tender offer valid till 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.</p> <p>Until a formal contract is executed, this tender offer <b>along with Bidder's response</b>, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.</p>	Clause stands as per RFP
51.	72	Annexure - IV:	<p>Annexure - IV: Format of Bid Security Declaration (B) I/We accept that M/s _____</p> <p>will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of time starting on Bid Submission Date if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:</p>	<p>Request Bank to provide the period of suspension as follows: (B) I/We accept that M/s _____</p> <p>will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of 180 days from time starting on Bid Submission Date if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:</p>	Clause stands as per RFP
52.	75	Annexure- V	<p>Annexure – V: PROFORMA FOR PERFORMANCE GUARANTEE 5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and</p>	<p>5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any</p>	Clause stands as per RFP



			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 SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER	of the <b>mutually agreed</b> terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER	
53.	78	Annexure-VII	Annexure-VII Undertaking for Non-Blacklisting / Non-Debarment of the bidder (to be stamped as declaration and duly attested by a Notary)  3) I/We further 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.	3) I/We further hereby undertake and agree to abide by all <b>mutually agreed</b> terms and conditions and guidelines stipulated by the Bank. <del>We understand that any deviation may result in disqualification of our bid.</del>	Clause stands as per RFP
54.	80	Annexure-VIII	Annexure-VIII Undertaking to abide by all By-Laws/Rules/Regulations	Bidder is complying with the indemnity clause where the content of this Annexure is covered. In this respect, Bidder requests Bank to remove this Annexure.	Clause stands as per RFP
55.	83	Annexure-XI:	Annexure-XI: Undertaking for Price Validity & Acceptance of all terms & conditions of RFP If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.	If our bid is accepted, we are responsible for the due performance as per the scope of work and <b>mutually agreed</b> terms & conditions as per mentioned in RFP <b>along with Bidder's response.</b>	Clause stands as per RFP
56.	84	Annexure-XII	Annexure-XII: Undertaking for No-Deviation 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	We hereby agree to comply with all the <b>mutually agreed</b> terms and conditions / stipulations as contained in the RFP <b>along with Bidder's response</b> 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	Clause stands as per RFP



			<p>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.</p> <p>We undertake to execute Deed of Indemnity, Non-disclosure Agreement &amp; provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.</p>	<p>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.</p> <p>We undertake to execute <del>Deed of Indemnity</del>, Non-disclosure Agreement &amp; provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.</p>	
57.	97	Annexure XVII	<p>Annexure XVII: NON-DISCLOSURE AGREEMENT</p> <p>9(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.</p>	<p>Since Bidder is complying to a comprehensive indemnity clause in the Contract, request bank to remove indemnity clause from nondisclosure agreement</p>	Clause stands as per RFP
58.	115	Annexure-XXIV	Annexure-XXIV: Self Certificate of Local Content	<p>Request Bank to confirm whether our understanding is correct :</p> <p>Our understanding is this certificate needs to come from OEM only and bidder needs to counter sign the same.</p>	Clause stands as per RFP
59.	117	Annexure-XXV	<p>Annexure XXV Restriction on Procurement due to National Security</p> <p>1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."</p> <p>2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border</p>	<p>a) Our understanding is either of the two points mentioned in the Annexure will be applicable to one Bidder/OEM and both the points at the same time will not be applicable to Bidder/OEM. Please confirm if the Bidder's understanding is correct.</p> <p>b) Suggest to kindly provide "Either/Or" option or a compliance check box to tick as per the applicability of Bidder/OEM as below:</p>	Clause stands as per RFP

			with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"	I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India, I certify that, bidder [Name of Bidder] is: (i)Not from such a country [√ / X ]  (ii)If from such a country, has been registered [√ / X ] with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) (Bidder is to tick appropriate option √ / X ) above). I hereby certify that this bidder [Name of Bidder] fulfills all requirements in this regard and is eligible to be considered.	
60.	42	6. Uptime & Penalty	<p>The proposed rate of penalty would be 0.5 % of the total cost of ownership (TCO) subject to a maximum of 10 % of the total cost of ownership (TCO) (exclusive of liquidity damages) for noncompliance to the performance levels by 0.1 % and bank can deduct penalty from any pending payment or performance bank guarantee.</p>	<p>There is no clause for Liquidity Damages in RFP. However you have mentioned exclusive of LD. We would request to please consider a) Liquidated damages: should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the delayed deliverables per each week of delay, subject to the maximum of 5% of the relevant deliverable values.  b) SLA Penalties: Maximum SLA penalties should be capped at 5% of the applicable fees for that month.</p>	Clause stands as per RFP
61.		New	Due date of Invoice	<p>a) UCO Bank shall pay within 30 days from the date of invoice. b) Late payment will bear an interest of 2% per month. c) Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoice.</p>	Clause stands as per RFP

62.	90	5.4 Agents / Agency Commission	Bidder will be liable to refund that amount to the Buyer	Please have the Refund or return clause deleted.	Clause stands as per RFP
63.	42	5. Terms of Payment	<p>50% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC, DR respectively. Payment will be released after delivery on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official, after realizing penalty charges for late delivery &amp; installation, if any.</p> <p>ii. 50% of the delivered hardware cost would be payable on successful installation, commissioning, &amp; acceptance on successful data migration and sign off by the Bank of the hardware at DC, DR respectively, after realizing penalty charges for late delivery &amp; installation, if any</p>	<p>Please modify the Payment Terms as i. 80% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC, DR respectively. Payment will be released after delivery on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official, after realizing penalty charges for late delivery &amp; installation, if any.</p> <p>ii. 20% of the delivered hardware cost would be payable on successful installation, commissioning, &amp; acceptance on successful data migration and sign off by the Bank of the hardware at DC, DR respectively, after realizing penalty charges for late delivery &amp; installation, if any.</p>	Clause stands as per RFP
64.	13	3	The Bidder should have supplied, installed, commissioned, migrated data for such proposed or any other Storage and SAN infra (minimum 10 TB usable capacity) in any one scheduled commercial Bank in India in the last five (5) financial years having Core Banking Production Systems.	Our understanding of this requirement is that the Bidder should have experience of having supplied, installed, implemented Storage and SAN including migration of data for Core Banking Production Systems in last 5 years in any one scheduled commercial Bank. Please confirm.	Clause stands as per RFP
65.	37	9	Bidder's installation team has to ensure all the necessary connectivity (networking/ Fiber cabling/zoning etc.) for installation of new storage & integration of existing servers on HPE Unix and Windows environment, which is currently available at both Primary (DC) and Disaster Recovery (DR) site	Bank to clarify does this mean SAN connectivity between Host and SAN Switches also need to be done by bidder. Does this include LAN cablings as well	Bidder's installation team has to ensure all the necessary connectivity between SAN switch and host for installation of new storage & integration of existing servers on HPE Unix and Windows environment, which is

					currently available at both Primary (DC) and Disaster Recovery (DR) site
66.	38	16	Data replication from One storage system to another storage	Please clarify if the ask for storage based replication between DC & DR. Same as page 39 - point 19	Proposed storage should support both Synchronous and Asynchronous replication.
67.	38	17	The storage system should support oracle data guard replication between DC and Near site, Near site & DR and DC and DR sites.	Point 16 says about Storage Base replication, both are required? Which is the storage will be used for NDR	
68.	38	18	support hardware based data replication to a remote site	NDR setup required?	At present, NDR setup not required. However proposed should support both Synchronous and Asynchronous replication for future if required
69.	39	27 & 31	proposed storage to provide data AES 256 encryption	Looks like duplicate point. Please confirm	The proposed storage to provide data AES 256 encryption at rest at controller level or using self-encrypting drives without impacting storage performance. The features should be provided for all proposed disk type. For encryption at data in rest any additional license required bidder should factor same without any additional cost to bank
70.	41	2	Delivery & Schedule - 8 weeks	Request Bank to modify the Timeline to 16 weeks. Provided site reediness in terms of space, Power, cooling	Clause stands as per RFP
71.	41	3	Contract period	Please clarify if the contract term is 5 Yrs. from PO date or after implementation	Contract period is for 5 years from date of execution of Service Level Agreement.

72.	51	Order Cancellation :	FM Resource	Please clarify the requirement of Onsite resource for Facility Management. If the same is required, please indicate the number of FM resources to be deployed and add the same in commercial template. We did not find specified FM scope and Resource number	Onsite FM resource not required. However, Bidder should provide all storage related support during contract period and for said support bidder should coordinate with exiting FM service provider of Bank.
73.	60	34	Technical Inspection - UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking)	Need clarification on: who will bear the cost and frequency of this exercise	Technical Inspection - UCO Bank reserves its right to carry out a technical inspection and performance evaluation
74.	107	2	Any other additional hardware/software/tool for storage migration & Maintenance	Does the bidder need to factor Storage management server or will Bank provide the same.	For management of proposed storage any additional hardware/software /tool required bidder should provide the same without any cost to bank.
75.	112	2	Implementation cost DC	Please include implementation cost for DR as well	Annexure – XXII COMMERCIAL BID C: Implementation Cost: Sl. no. 2 Implementation & Migration Cost At <u>DR</u>
76.	40 & 105	33	The proposed storage must support data migration of existing HPE EVA Storage with ZERO data loss	Bank to ensure HPE support is available on HPE EVA storage until the implementation / migration is completed.	Existing storage under AMC from OEM M/s HPE and valid till 31.12.2021. Selected bidder should complete migration activity before 31.12.2021. However data migration from existing storage to proposed new storage with ZERO data loss only selected bidder responsibility

77.	13	6	The Bidder must have maintained such storage for three (3) years.	<p>We request you to please modify the clause as suggested below so that startup bidders can also participate.</p> <p>"Bank may relax condition of prior experiences for Startups and MSMEs subject to meeting of quality and technical specifications".</p> <p>Note: We are a Startup bidder and have supplied such capacity of storage to Govt. organization. We are also maintaining the same but not yet completed 3 years.</p>	Clause stands as per RFP
78.	38	2. Technical Requirement /Point 5	<p>DC Site: 10 TB All Flash usable capacity in RAID 6</p> <p>DR Site: 10TB All Flash usable capacity in RAID 6</p> <p>In all two sites mentioned above, effective usable capacity should NOT include effect of compression, de-duplication or thin provisioning for storage capacity and its scalability. The usable capacity should be clearly available.</p>	<p>Kindly Amend the Clause to: DC Site: 10 TB with NVMe SSD usable capacity in RAID 6 DR Site: 10TB with NVMe SSD usable capacity in RAID 6 In all two sites mentioned above, effective usable capacity should NOT include effect of compression, de-duplication or thin provisioning for storage capacity and its scalability. The usable capacity should be clearly available.</p> <p>Being a banking domain pioneer, UCO Bank has always gone for the latest and best technology. Standing as of today NVMe is the latest and best technology that storage industry can offer. Hence request to make the changes which would allow most critical component of the data center to have the most reliable technology</p>	Kindly refer corrigendum enclosed herewith
79.	38	2. Technical Requirement/Point 7	Storage should have features like Snapshot, Clone, Temper proof/read only copy, and multisite replication etc., supporting zero data loss, 3-way DR	<p>Need clarity on the type of replication that bank intends to implement.</p> <p>The RFP has asked for replication</p>	<p>Kindly refer corrigendum enclosed herewith</p> <p>At present NDR storage</p>

			replication	<p>between DC and DR storages as per point number 16 on page 38. However, in this point the bank has asked for zero data loss, 3-way DR replication. Since UCO bank has already implemented 3 site storage solution with enterprise class storage (Dell EMC Power Max), is there a requirement of the new storages being proposed at DC and DR for this project to do storage to storage based replication with the existing Near Site storage ( Dell EMC Power Max 2000).</p> <p>We have noticed that in point 17, support for 3 site replication using Oracle Data Guard has been asked for whereas in point 18 and 19 storage to storage based replication (hardware based) is mentioned. Would request you to kindly give clarity on the replication methodology that UCO bank wants to implement i.e. type of replication between DC and Near Site, type of replication between Near site and DR and type of replication between DC and DR.</p>	not required. However proposes storage should support storage base replication for NDR , if required in future.
80.	11 to 14	3. Eligibility Criteria	<p>Clauses 1 to 10 of Eligibility Criteria</p> <p>Proof of documents to be submitted</p>	<p>We request the Bank to allow the Eligibility Criteria compliance basis the documentary evidence from the Bidder OR Bidder's Parent Company (in case the Bidder is a wholly owned subsidiary of the parent company).</p> <p>Please confirm the acceptance of our request.</p>	Clause stands as per RFP
81.	42	5. Terms of Payment	<p>i. 50% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC, DR respectively. Payment will be released after delivery on submission of proof of</p>	<p>We would request the Bank not to link 50% of the payment for the supply of the storage with the implementation &amp; data migration since the successful</p>	Clause stands as per RFP

			<p>delivery and the acceptance certificate duly signed by Bank's authorized official, after realizing penalty charges for late delivery &amp; installation, if any.</p> <p>ii. 50% of the delivered hardware cost would be payable on successful installation, commissioning, &amp; acceptance on successful data migration and sign off by the Bank of the hardware at DC, DR respectively, after realizing penalty charges for late delivery &amp; installation, if any.</p>	<p>Bidder has to pay to the OEM. The Bank will have the "Implementation Cost" related payment and PBG as collateral for the successful commissioning of the solution.</p> <p>So please amend the payment terms as suggested below:</p> <p>i. 90% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC, DR respectively. Payment will be released after delivery on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official, after realizing penalty charges for late delivery &amp; installation, if any.</p> <p>ii. 10% of the delivered hardware cost would be payable on successful installation, commissioning, &amp; acceptance on successful data migration and sign off by the Bank of the hardware at DC, DR respectively, after realizing penalty charges for late delivery &amp; installation, if any.</p>	
82.	42	5. Terms of Payment	<p>iii. AMC payments would be made on quarterly arrear basis.</p>	<p>We would request the Bank to amend the payment terms as suggested below to be in sync with the industry standard for similar assignments:</p> <p>iii. AMC payments would be made annually in advance basis.</p>	Clause stands as per RFP
83.	41	2. Delivery & Schedule of Implementation	<p>Bidder should complete delivery, installation &amp; migration activity within 8 weeks from date of purchase order</p>	<p>In view of the current pandemic situation where in there is a global shortfall of IT equipment, disruption in the supply chain and various restrictions for the movement of material &amp; resources we would request</p>	Clause stands as per RFP



				<p>the Bank to kindly extend the delivery &amp; implementation timeline as per the suggested alternative:</p> <ul style="list-style-type: none"> <li>• <i>Delivery – Within 8 weeks from date of purchase order</i></li> <li>• <i>Implementation – Within 12 weeks from the date of purchase order</i></li> </ul> <p>Please confirm the acceptance of our request.</p>	
84.	41	2. Delivery & Schedule of Implementation	<p>The Bank reserves the right to shift the ordered items to any location where bank has presences (DC, DR), anywhere in India, during the warranty period.</p>	<p>Shifting of enterprise class storage system implemented for critical workloads such as CBS is not a advisable practice. This would incur additional cost for the “lift &amp; shift” activity which needs to be paid by the Bank on actual basis and the Bank has the additional risk of the warranty or AMC, which ever is applicable during shifting, would get void as per the OEM's product support policy. In view of these justification, we would request the Bank not to consider shifting of the storage during the contract period and drop this particular sub-clause.</p> <p>Please confirm the acceptance of our request.</p>	Clause stands as per RFP
85.	36	Scope of Work	<p>6. At present bank have HPE EVA P6300 at DR Site for storing Overseas Core Banking Data for Singapore &amp; Hong Kong Branches in separate LUN space. Bidder should supply &amp; installed to two no all flash Storage at DR site. Out of two new storage bidder has to migrate all data of Singapore Branches CBS from HPE EVA P6300 to one of proposed</p>	<ol style="list-style-type: none"> <li>1. Please provide details of the existing data volume that needs to be migrated.</li> <li>2. What would be the acceptable downtime available for completing the implementation and migration activity at DC</li> </ol>	At present approximately 5 TB data in DC & 7 TB DR site. Details of LUN will be shared to selected bidder only.

			storage with zero data loss with data integrity. Similarly, bidder has to migrate all data of Hong Kong Branches CBS from HPE EVA P6300 to another proposed storage with zero data loss with data integrity.	and DR locations?	
86.	44	8. Paying Authority	vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.	<p>We would request Bank to kindly amend the clause as suggested below:</p> <p>vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to cancel the order and invoke the forfeiture of the PBG after providing 90 days' notice period inclusive of 30 days cure period.</p>	Clause stands as per RFP
87.	51	21. Order Cancellation	<p>l) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO Bank reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p>	<p>We would request Bank to kindly amend the clause as suggested below:</p> <p><i>l) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO Bank reserves the right to cancel the order and invoke the forfeiture of the PBG after providing 90 days' notice period inclusive of 30 days cure period.</i></p> <p>Please confirm the acceptance of our request.</p>	Clause stands as per RFP
88.	57	28. Termination	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.	<p>We would request Bank to kindly amend the clause as suggested below:</p> <p><i>g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to cancel the order</i></p>	Clause stands as per RFP

				and invoke the forfeiture of the PBG after providing 90 days' notice period inclusive of 30 days cure period.	
89.	25	32. Submission of Offer – Three Bid System	The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.	<p>In the prevalent COVID-19 situation it would be difficult for arranging the physical submission of the tender response. This is also not advisable in the current situation. As we understand, even accepting and handling documents received from outside is also a potentially high-risk activity for the UCO Bank team.</p> <p>In view of the above justification, we would request UCO Bank to kindly arrange the online submission of the bids through an e-Procurement portal.</p> <p>Please confirm the kind acceptance of our request.</p>	Clause stands as per RFP
90.	16	4	<p>A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for participation in the tendering process of the Bank in future, if</p> <p>a) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or</p> <p>b) the Bidder is awarded the Contract and fails to sign the Contract; or</p> <p>c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or</p> <p>d) the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any</p>	<p>A Bidder is required to submit along with its Bid a Bid Securing Declaration. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for participation in the tendering process of the Bank in future, if</p> <p>a) the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or</p> <p><del>b) the Bidder is awarded the Contract and fails to sign the Contract; or</del></p> <p>c) the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or</p>	Clause stands as per RFP

			time prior to signing of contract and/or conceals or suppresses material information; or e) the Bidder fails to submit the requisite documents as per the tender specification; or f) The Bidder violates any of the provisions of the terms and conditions of this tender specification.	d) 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; or <del>e) the Bidder fails to submit the requisite documents as per the tender specification; or</del> f) The Bidder violates any of the provisions of the mutually agreed terms and conditions of this tender specification.	
91.	17	7	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.	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 (excluding any extension period which shall be under mutual agreement) by successful bidders, the EMD will be forfeited by the Bank.	Clause stands as per RFP
92.	23	25	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP and any corrigendum having mutually agreed terms and conditions.	Clause stands as per RFP
93.	42	5	As per RFP	Requesting the Bank to modify the payment terms of supply of hardware to 90% on successful delivery and 10% on installation as stated in the RFP. The Bank shall not impose any LD and/or penalty for delay and/or defaults not attributable to the selected bidder.	Clause stands as per RFP
94.	42	5 iv	Implementation cost would be payable upon successful implementation and project signoff.	Services and/or deliverables shall be deemed to be fully and finally accepted by the Bank in the event when the Bank has not submitted its acceptance or rejection response in writing to the selected bidder within 15	Clause stands as per RFP

				days from the date of installation/commissioning or when the Bank uses the Deliverable in its business, whichever occurs earlier. Parties agree that the selected bidder shall have 15 days' time to correct in case of any rejection by the Bank.	
95.	42	6	Inability of the proposed solution to deliver the required functionality at performance levels expected at 99.999% on monthly basis would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5 % of the total cost of ownership (TCO) subject to a maximum of 10 % of the total cost of ownership (TCO) (exclusive of liquidity damages) for noncompliance to the performance levels by 0.1 % and bank can deduct penalty from any pending payment or performance bank guarantee	Inability of the proposed solution to deliver the required functionality at performance levels expected at 99.999% on monthly basis would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be <del>0.5</del> % 0.25% of the total cost of ownership (TCO) subject to a maximum of 10 % of the total cost of ownership (TCO) ( <del>exclusive</del> inclusive of liquidity damages) for noncompliance to the performance levels by 0.1 % and bank can deduct penalty from any pending payment under this contract. <del>—of performance bank guarantee.</del> The overall maximum penalty and/or LD, if any that can be imposed on the selected bidder under this contract shall not exceed 5% of the Total Contract Value and penalty and/or LD for a given month should not be more than 5% of monthly invoice value.	Clause stands as per RFP
96.	43	7	Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made	Notwithstanding Bank's right to cancel the order, liquidated damages at <del>1%</del> 0.5% ( <del>One</del> Zero point five percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of <del>10%</del> 5% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as	Clause stands as per RFP

			to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.	adjusting from any payments to be made to the Bidder under this contract <del>or from the performance Bank Guarantee.</del> Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder under this contract . Bank may <del>invoke the Bank Guarantee for further delay in in delivery &amp; migration.</del>	
97.	43	8	<p>यूको बैंक UCO BANK</p> <p>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</p>	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. Services and/or deliverables shall be deemed to be fully and finally accepted by the Bank in the event when the Bank has not submitted its acceptance or rejection response in writing to the selected bidder within 15 days from the date of installation/commissioning or when the Bank uses the Deliverable in its business, whichever occurs earlier. Parties agree that the selected bidder shall have 15 days time to correct in case of any rejection by the Bank.	Clause stands as per RFP
98.	44	8	The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances: i. The bidder commits a breach of any of	The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances:	Clause stands as per RFP

			<p>the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</p> <p>ii. The bidder goes into liquidation voluntarily or otherwise.</p> <p>iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</p> <p>v. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p>	<p>i. The bidder commits a breach of any of the mutually agreed terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.</p> <p>ii. The bidder goes into liquidation voluntarily or otherwise.</p> <p>iii. An attachment is levied or continues to be levied for a period of 7-21 days upon the effects of the order.</p> <p><del>iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.</del></p> <p>v. If deductions on account of liquidated damages exceed more than 10% 25% (only for the purpose of cancellation) of the total order price.</p>	
99.	44	8	UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order	UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder under this contract , including the bills <del>and /or invoking the Bank Guarantee under this purchase order</del>	Clause stands as per RFP
100.	44	8	Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank	Repetitive failure of the deployed personnel to perform the job <del>to the satisfaction of the bank</del>	Clause stands as per RFP
101.	45	12	The Bank reserves the right to alter the number of hardware / software /licenses specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/ software/ licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/ software/licenses as	The Bank reserves the right to alter the number of hardware / software/ licenses specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/ software/licenses at the agreed price during the contract period with the <del>same</del> mutually agreed terms and conditions. Banks is not obligate to purchase all	Clause stands as per RFP



			mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the selected bidder(s).	the quantity of the hardware/ software / licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding +/- 10% <del>25%</del> of the total contract value without prior notice to the selected bidder(s).	
102.	46	15	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.	The payments which is/are inclusive of <del>GST</del> and other taxes, fees etc. and exclusive GST. 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 <del>satisfactory</del> delivery and commissioning, live running and service report etc. after deducting all penalties. Any increase in taxes and duties will be passed on to the Bank. Any change in statutory taxes, duties and levies shall be borne by the Bank/.	Clause stands as per RFP
103.	50	20	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	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. <del>The provisioned items will be deemed accepted only on successful acceptance of those products</del> Services and/or deliverables shall be deemed to be fully and finally accepted by the Bank in the event when the Bank has not submitted its acceptance or rejection response in writing to the selected bidder within 15 days from the date of installation/commissioning or when the Bank uses the Deliverable in its business, whichever occurs earlier.	Clause stands as per RFP



			<p>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</p>	<p>Parties agree that the selected bidder shall have 15 days' time to correct in case of any rejection by the Bank 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 by providing prior notice and sufficient time period to incorporate in case of any changes. 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.</p>	
104.	50	21	<p>i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</p> <p>v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank. If deductions on account of liquidated damages exceed more than 10% of the total order price.</p>	<p><del>i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.</del></p> <p><del>v. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank. If deductions on account of liquidated damages exceed more than 10% of the total order price. Further, in case of termination the Bank shall pay to the</del></p>	<p>Clause stands as per RFP</p>

				selected bidder for goods delivered and services rendered till the date of termination.	
105.	51	21	<p>I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p> <p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p>	<p>I) In case the selected bidder fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping to 10% of the defaulted/delayed portion's value alone <del>125% of the original quoted cost for such deliverable as per commercial bid.</del></p> <p>II) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. <del>In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order.</del> This clause is applicable, if for any reason, the order is cancelled. The selected bidder shall be required to bear only the Excess Cost for procurement of goods and/or services similar to those undelivered. The Term "Excess Cost" as referred herein shall mean cost at which alternative arrangements shall be providing the undelivered goods and/ or services of equivalent specification to the Bank under this project minus the cost on which the selected bidder agreed to provide the undelivered goods and/or</p>	Clause stands as per RFP

				services under this project. Provided further that the selected bidder shall not be liable to Excess Cost in excess of (ten) 10% of the price of undelivered goods or services for which such option is exercised by the Bank.	
106.	51	21	UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.	UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder under this contract, including the bills and /or invoking the Bank Guarantee under this purchase order.	Clause stands as per RFP
107.	51	21	IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , 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.	IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days from the pending bills/payments, then vendor have to be returned amount to the Bank with interest @ 15% per annum , 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.	Clause stands as per RFP
108.	51	21	Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.	If deductions on account of liquidated damages exceed more than 10% 25% (only for the purpose of cancellation) of the total order price.	Clause stands as per RFP
109.	52	22	As per RFP	To be modified as <b>"The liability of bidder under the scope of this RFP (Including all indemnities) is limited to the value of the relevant order."</b>	Clause stands as per RFP

110.	55	27	As per RFP	The Bank has to provide 90 days' notice to the Selected bidder for cure period and failing to cure the default shall attract termination along with 30 days' notice period and the Bank shall pay the selected bidder for goods delivered and services rendered till the date of termination	Clause stands as per RFP
111.	55	27	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.	<del>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.</del>	Clause stands as per RFP
112.	55	27	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.	<del>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.</del>	Clause stands as per RFP
113.	56	28	As per RFP	<p>The Bank has to provide 90 days' notice to the Selected bidder for cure period and failing to cure the default shall attract termination along with 30 days' notice period and the Bank shall pay the selected bidder for goods delivered and services rendered till the date of termination.</p> <p>If deductions on account of liquidated damages exceed more than 10% 25% (only for the purpose of cancellation) of the total order price.</p> <p>The selected bidder shall be required to bear only the Excess Cost for procurement of goods and/or services similar to those undelivered. The Term</p>	Clause stands as per RFP

				<p>"Excess Cost" as referred herein shall mean cost at which alternative arrangements shall be providing the undelivered goods and/ or services of equivalent specification to the Bank under this project minus the cost on which the selected bidder agreed to provide the undelivered goods and/or services under this project. Provided further that the selected bidder shall not be liable to Excess Cost in excess of (ten) 10% of the price of undelivered goods or services for which such option is exercised by the Bank.</p> <p>The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder under this contract</p>	
114.	58	28	<p>If the Termination is on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee given by the Vendor. 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</p>	<p><del>If the Termination is on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee given by the Vendor. 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</del></p>	Clause stands as per RFP
115.	59	30	<p>The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Contract / Service Level Agreement is terminated and the date upon which such termination shall</p>	<p><del>The Bank may</del> Either parties to the contract—, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the selected bidder/ Bank's convenience, the extent to which the</p>	Clause stands as per RFP

			<p>become effective.</p> <p>In case of Termination for Convenience Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days" time the notice for cancellation will become absolute.</p>	<p>performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.</p> <p>In case of Termination for Convenience Bank will provide notice period of 90 days <del>inclusion</del> exclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is <del>inclusive</del> exclusive of cure period of 30 days, if the Vendor fails to cure within 30 days" time the notice for cancellation will become absolute. The Bank shall pay the selected bidder for goods delivered and services rendered till the date of termination</p>	
116.	59	31	<p>As per RFP</p>	<p>In case of termination even beyond rectifying cure period, The Bank shall pay the selected bidder for goods delivered and services rendered till the date of termination</p>	<p>Clause stands as per RFP</p>
117.	60	32	<p>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed 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.</p>	<p><del>Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed 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.</del></p>	<p>Clause stands as per RFP</p>
118.	60	33	<p>The selected bidder(s) shall be required to enter into a service level agreement</p>	<p>The selected bidder(s) shall be required to enter into a service level</p>	<p>Clause stands as per RFP</p>

			<p>(SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified. The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.</p> <p>The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</p>	<p>agreement (SLA) with UCO Bank, within 15 days or the mutually agreed upon date of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified. The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other mutually grounded terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</p>	
119.	NA	NA	Clause not present in RFP	<p>The Fixed Price, as mentioned in the Commercial schedule, is valid within a dead band of <math>\pm 5\%</math> of the baseline volumetric of the respective resource unit that is provided as part of RFP. For assets volumes above +5% threshold of the baseline volumetric, additional resources will be charged at ARC 'Additional Resource Charge' to reflect additional marginal cost to Service Provider, while credits known as RRC 'Reduced Resource Credit' will be granted to Customer for reduction in resources consumed, for service volumes below -5% of the baseline volumetric.</p>	Query is not admissible.



120.	NA	NA	Clause not present in RFP	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	Query is not admissible.
121.	NA	NA	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	Query is not admissible.

122.	NA	NA	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	Query is not admissible.
123.	NA	NA	Clause not present in RFP	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	Query is not admissible.
124.	NA	NA	Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	Query is not admissible.
125.	NA	NA	Clause not present in RFP	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Query is not admissible.

126.	NA	NA	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days' time to correct in case of any rejection by Customer.	Query is not admissible.
127.	NA	NA	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	Query is not admissible.
128.	NA	NA	Clause not present in RFP	Bidder shall not have any liability to the Owner under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by the Owner where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by the Owner (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been	Query is not admissible.

				<p>infringing.</p> <p>Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for the Owner right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p>	
129.	NA	NA	Clause not present in RFP	<p>Notwithstanding anything to the contrary, no intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Owner.</p>	Query is not admissible.
130.	NA	NA	Clause not present in RFP	<p>Notwithstanding anything contained in this RFP:</p> <p>a) Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Bidder to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Bidder's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Bidder's profitability or other such financial data.</p>	Query is not admissible.

				b) All audit, barring those required under a regulatory or statutory requirement, may be done only on annual basis and subject to a notice period of 20 days.	
131.	NA	NA	Clause not present in RFP	All the payments to be made within 30 days of submission of invoice	Query is not admissible.
132.	NA	NA	Clause not present in RFP	Successful Bidder may terminate the Agreement upon written notice to the Customer in the event that the Customer commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	Query is not admissible.
133.	NA	NA	Clause not present in RFP	Since Wipro is acting as a reseller of completed products, Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	Query is not admissible.
134.	NA	NA	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Query is not admissible.
135.	NA	NA	Clause not present in RFP	Neither this contract nor any of the rights or obligations under this contract, may be assigned or delegated, in whole or in part, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written	Query is not admissible.

				consent shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder. In the event this contract is assigned or delegated (whether wholly or partially) due to operation of law (including but not limited to statutory amalgamation), the parties hereby acknowledge and agree that the scope of services under this contract shall not undergo increase, reduction, or otherwise any alteration until the parties mutually agree upon a Change Order.	
136.	NA	NA	Clause not present in RFP	Notwithstanding the above, Bidder may share Contract/engagement/project details and relevant documentation to its customers/prospective customers solely for the purpose of and with the intent to evidence and support its experience earned under this Contract.	Query is not admissible.
137.	NA	NA	Clause not present in RFP	Bidder may assign the benefit of its rights of payment to a third party as part of its debt factoring or other legitimate business arrangements, and Bank expressly consents to such assignments. Such consent shall not be unreasonably withheld.	Query is not admissible.
138.	NA	NA	Clause not present in RFP	The Supplier may charge interest at the rate of 1% per month for any delayed payments.	Query is not admissible.
139.	36	PART – IV 1. Scope of Work	1. Bidder should supply, install, and maintain 4 (Four) all flash storage (2 (Two) at DC location & 2 (Two) at DR location) as per technical requirement mentioned in Annexure-XIX and XX.	Kindly share the site address of DC and DR.	Details will be shared to selected bidder only.
140.	36	PART – IV 1. Scope of Work	2. Bidder should supply, install new storage & integrate with old storage for migration of data. Bidder has to make sure the connectivity and integration of proposed storage solution with the	Kindly share the current connection details of storage, data size to be migrated and the infra to which new storage to be connected.	At present approximately 5 TB data in DC & 7 TB DR site. Details of LUN & connectivity will be shared

			existing IT Infrastructure running on HPE platform at Primary (DC), Disaster Recovery (DR) for data migration purpose.		to selected bidder only
141.	36	PART – IV 1. Scope of Work	3. All passive cablings between storage-to-tape, Storage-to SAN, Storage -to-server (including and all other combinations connected) (for connecting between new-to-new or new-to-existing setup) will be provided and installed/ configured by the bidder. The management of these cabling (including replacement whenever required) to be provided by the bidder during the tenure of the contract without any additional cost to the Bank.	Kindly share the approximate length and quantity of the cables required to connect all the devices.	
142.	37	PART – IV 1. Scope of Work	9. Bidder's installation team has to ensure all the necessary connectivity (networking/ Fiber cabling/zoning etc.) for installation of new storage & integration of existing servers on HPE Unix and Windows environment , which is currently available at both Primary (DC) and Disaster Recovery (DR) site.	Kindly share the current connection details and the proposed connectivity diagram.	
143.	37	PART – IV 1. Scope of Work	11. All the parts of hardware items and software (OS and any other software provided under this contract) would be covered under comprehensive warranty/AMC/ATS except consumables. If there is any gap between Bank's requirement and OEM warranty/AMC/ATS, then it will be the responsibility of OEM to fill up the gap without any extra cost to the Bank.	Kindly confirm the list of consumables.	There is no consumable item as per the scope of work in RFP.
144.	37	PART – IV 1. Scope of Work	12. The all hardware should be quoted with 5 years with 24 x 7 and 6 HR CTR Support by the OEM. (3 years upfront Warranty and comprehensive AMC for year 4 and Year 5)	Is it required OEM direct support or through an authorised service provider?	The all hardware should be quoted with 5 years with 24 x 7 and 6 HR CTR Support by the <u>OEM</u> . (3 years upfront Warranty and comprehensive AMC for year 4 and Year 5)



					from <u>OEM</u> only
145.	41	PART – V 2. Delivery & Schedule of Implementation	Bidder should completed delivery, installation & migration activity within 8 weeks from date of purchase order. The Bank reserves the right to shift the ordered items to any location where bank has presences (DC, DR), anywhere in India, during the warranty period. However, any delay due to site not readiness in the Bank will not attributable to the selected bidder for LD purpose	Kindly amend the delivery timelines as follows, <b>Delivery - Within 8-10 weeks from PO Installation &amp; migration activity - Within 6-8 weeks from the date of delivery.</b> Also the bank has to confirm with the vendor about the shifting of devices during the warranty period before the shifting to ensure the service support coverage as per SLA.	Clause stands as per RFP
146.	41	PART – V 3. 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.	Kindly remove the termination clause as the contact will be for 5 years and the vendor has to do upfront payments to the OEM.	Clause stands as per RFP
147.	42	PART – V 4. Warranty ,AMC, & ATS	iv. Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party& installs it with / in these machines. However, the warranty will not be applied to such	Bank has to inform and confirm with the vendor/OEM before installing any supplemental hardware from a third party in these machines.	Clause stands as per RFP

			hardware installed. Besides the above, the selected bidder will have to enter into Service Level Agreement (SLA) with the Bank.		
148.	42	PART - V 5. Terms of Payment	<p>i. 50% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC, DR respectively. Payment will be released after delivery on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official, after realizing penalty charges for late delivery &amp; installation, if any.</p> <p>ii. 50% of the delivered hardware cost would be payable on successful installation, commissioning, &amp; acceptance on successful data migration and sign off by the Bank of the hardware at DC, DR respectively, after realizing penalty charges for late delivery &amp; installation, if any.</p>	Kindly amend the payment schedule as follows, 80% of Hardware cost on delivery and BOM verification, 20% on hardware cost in installation, The 100 % implementation cost will be release against Installation. 10% on successful installation, commissioning, & acceptance on successful data migration and sign off	Clause stands as per RFP
149.	42	PART - V 5. Terms of Payment	iii. AMC payments would be made on quarterly arrear basis.	Kindly consider the payment mode to yearly advance basis as the vendor has to do the upfront payment to the OEM.	Clause stands as per RFP
150.	42	PART - V 6. Uptime & Penalty	Inability of the proposed solution to deliver the required functionality at performance levels expected at 99.999% on monthly basis would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5 % of the total cost of ownership (TCO) subject to a maximum of 10 % of the total cost of ownership (TCO) (exclusive of liquidity damages) for non-compliance to the performance levels by 0.1 % and bank can deduct penalty from any pending payment or performance bank guarantee.	Kindly amend the penalty upper-cap to 5% of the TCO.	Clause stands as per RFP

151.	43	PART - V 8. Paying Authority	The payment will be made by UCO Bank, Head Office - 2, DIT. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose. 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.	Kindly confirm that the payments will be cleared within 30 days of submission of invoice.	Clause stands as per RFP
152.	45	PART - V 10. Price Validity	The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1 <sup>st</sup> Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XXII during the price validity period of 12 months.	Kindly reduce the price validity period to 6 months considering the fluctuation and model availability.	Clause stands as per RFP
153.	45	PART - V 11. Single Point of Contact	The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.	This person has to be work off-site only, kindly confirm.	Onsite FM resource not required for daily maintenance activity. However, Bidder should provide all storage related support during contract period and for said support bidder should coordinate with exiting FM service provider of Bank.
154.	45, 46	PART - V 12. Right to Alter Quantities	The Bank reserves the right to alter the number of hardware / software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the	Assume this will be confirmed before placing the PO, kindly confirm.	Clause stands as per RFP. Further it is clarified that Additional/Amendment order will be placed within the price validity period.

			bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/ software / licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the selected bidder(s).		
155.	68	Annexure – I	In the event of our selection by the bank for undertaking RFP for Supply, Installation, Migration and Maintenance of Storage for Overseas Core Banking Solution, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 5 (Five) years effective from the month of execution of Service Level Agreement in favour of UCO Bank.	Kindly consider the PBG @3% for a period of 3 Years & plus consider the @3% of the AMC amount for 4th & 5th instead of a single PBG for 63 months of entire TCO.	Clause stands as per RFP
156.	79	Annexure-VII	7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.	This deployment of resources only for the installation and commissioning period and no on-site dedicated resource required for the entire warranty/AMC period, kindly confirm.	Onsite FM resource not required for daily maintenance activity except during implementation & migration time. However, Bidder should provide all storage related support during contract period and for said support bidder should coordinate with exiting FM service provider of Bank.
157.	109	Annexure – XXI C: Implement ation Cost	2 Implementation & Migration Cost At DC	Assume the mentioned cost is for DR, kindly confirm.	Kindly refer corrigendum enclosed herewith

158.	NA	NA	DC Site: 10 TB All Flash usable capacity in RAID 6 DR Site: 10TB All Flash usable capacity in RAID 6 In all two sites mentioned above, effective usable capacity should NOT include effect of compression, de-duplication or thin provisioning for storage capacity and its scalability. The usable capacity should be clearly available.	DC Site: 10 TB All Flash usable capacity in RAID 6 or Equivalent RAID DR Site: 10TB All Flash usable capacity in RAID 6 or Equivalent RAID In all two sites mentioned above, effective usable capacity should NOT include effect of compression, de-duplication or thin provisioning for storage capacity and its scalability. The usable capacity should be clearly available.	Clause stands as per RFP
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**RFP for Supply, Installation, Migration and Maintenance of Storage for Overseas Core Banking Solution**

**RFP Ref. No: UCO/DIT/1245/2021-22 Date: 10.08.2021**

**Amendments, Addendums and Corrigendum's published on 27.08.2021**

Sl. No	Clause No	Existing Clause	Modified Clause
1	35	Offered storage array shall support quality of service for critical applications to define IOPS, bandwidth & response time in both milliseconds as well as Sub-milliseconds for different application logical units at real time	Offered storage array shall support quality of service for critical applications to define IOPS, bandwidth
2	7	Storage should have features like Snapshot, Clone, Temper proof/read only copy, and multisite replication etc., supporting zero data loss, 3-way DR replication	Storage should have features like Snapshot, Clone, Temper proof/read only copy, and multisite replication etc., supporting zero data loss, 3-way DR replication ( both Synchronous and Asynchronous replication)
3	2. Technical Requirement /Point 5	DC Site: 10 TB All Flash usable capacity in RAID 6 DR Site: 10TB All Flash usable capacity in RAID 6 In all two sites mentioned above, effective usable capacity should NOT include effect of compression, de-duplication or thin provisioning for storage capacity and its scalability. The usable capacity should be clearly available.	DC Site: 10 TB All Flash/ <u>SSD</u> usable capacity in RAID 6 DR Site: 10TB All Flash/ <u>SSD</u> usable capacity in RAID 6 In all two sites mentioned above, effective usable capacity should NOT include effect of compression, de-duplication or thin provisioning for storage capacity and its scalability. The usable capacity should be clearly available.
4	Annexure – XXI	<b>Annexure – XXI</b> MASKED COMMERCIAL BID	<b>Annexure – XXI :(Revised)</b> MASKED COMMERCIAL BID
5	Annexure – XXII C:Implementation Cost	<b>Annexure – XXII</b> COMMERCIAL BID	<b>Annexure – XXII :(Revised)</b> COMMERCIAL BID

**MASKED COMMERCIAL BID**

<b><u>A. Hardware Cost with 3 years warranty</u></b>								
SL No.	Device	Qty.			Make & Model	Unit price without GST	GST %	Total price without GST
		DC	DR	Total				
1	10 TB in RAID 6 usable all flash/ SSD storage with 3 years warranty	2	2	4				
2	Any other additional hardware/ software/tool for storage migration & Maintenance							
<b>Sub Total (A) in Figure</b>								
<b>Sub Total (A) in Words</b>								

<b><u>B. 4th and 5th Year comprehensive AMC Cost for Hardware</u></b>								
SL No.	Device	Qty.			Make & Model	AMC		Total price without GST
		DC	DR	Total		4 <sup>th</sup> year Unit price without GST	5 <sup>th</sup> year Unit price without GST	
1	10 TB in RAID 6 usable all flash/SSD storage	2	2	4				
2	Any other additional hardware/software/tool for storage migration & Maintenance							
<b>Sub Total (B) in Figure</b>								
<b>Sub Total (B) in Words</b>								

C: Implementation Cost					
SI No.	Description	Qty.	Unit Price WITHOUT GST	GST%	Total Price Without GST
1	Implementation & Migration Cost At DC				
2	Implementation & Migration Cost At DR				
Sub Total (C) in Figure					
Sub Total (C) in Words					

SI No.	ITEMS Description	Price
1	Hardware Cost with 3 years warranty (Table A)	
2	4th and 5th Year comprehensive AMC Cost for Hardware (Table B)	
3	Implementation Cost (Table C)	
<b>Total Cost Of Ownership Without GST ( TCO) (A+B+C) In Figure</b>		
<b>Total Cost Of Ownership Without GST ( TCO) (A+B+C) In Words</b>		



- i. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
- ii. We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
- iii. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- iv. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- v. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- vi. We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 10.08.2021 and subsequent pre-bid and amendments.

**Company Seal**

**Authorized Signatory**

**Date**

**Name & Designation:**

**Note:**

- i. In case of discrepancy between figures and words, the amount in words shall prevail.
- ii. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- iii. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- iv. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- v. All prices should be quoted in **Indian Rupees (INR)** only.
- vi. The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- vii. **Bank will not communicate with OEM / OSD for any queries.**
- viii. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.

**COMMERCIAL BID**

<b>A. Hardware Cost with 3 years warranty</b>								
SL No.	Device	Qty.			Make & Model	Unit price without GST	GST %	Total price without GST
		DC	DR	Total				
1	10 TB in RAID 6 usable all flash/ SSD storage with 3 years warranty	2	2	4				
2	Any other additional hardware/ software/tool for storage migration & Maintenance							
<b>Sub Total (A) in Figure</b>								
<b>Sub Total (A) in Words</b>								

<b>B. 4th and 5th Year comprehensive AMC Cost for Hardware</b>								
SL No.	Device	Qty.			Make & Model	AMC		Total price without GST
		DC	DR	Total		4th year Unit price without GST	5th year Unit price without GST	
1	10 TB in RAID 6 usable all flash/SSD storage	2	2	4				
2	Any other additional hardware/software/tool for storage migration & Maintenance							
<b>Sub Total (B) in Figure</b>								
<b>Sub Total (B) in Words</b>								

<b>C: Implementation Cost</b>					
SI No.	Description	Qty.	Unit Price WITHOUT GST	GST%	Total Price Without GST
1	Implementation & Migration Cost At DC				
2	Implementation & Migration Cost At DR				
<b>Sub Total (C) in Figure</b>					
<b>Sub Total (C) in Words</b>					

SI No.	ITEMS Description	Price
1	Hardware Cost with 3 years warranty (Table A)	
2	4th and 5th Year comprehensive AMC Cost for Hardware (Table B)	
3	Implementation Cost (Table C)	
<b>Total Cost Of Ownership Without GST ( TCO) (A+B+C) In Figure</b>		
<b>Total Cost Of Ownership Without GST ( TCO) (A+B+C) In Words</b>		

- vii. We hereby confirm that quotes mentioned in this commercial bid is strictly as per the format in RFP.
- viii. We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 2.3 and it will be binding upon our company.
- ix. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- x. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- xi. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- xii. We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 10.08.2021 and subsequent pre-bid and amendments.

**Company Seal**

**Authorized Signatory**

**Date**

**Name & Designation:**

**Note:**

- ix. In case of discrepancy between figures and words, the amount in words shall prevail.
- x. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- xi. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- xii. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- xiii. All prices should be quoted in **Indian Rupees (INR)** only.
- xiv. The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.
- xv. **Bank will not communicate with OEM / OSD for any queries.**
- xvi. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order.



## **NOTICE TO THE BIDDERS**

**27.08.2021**

**Subject: Extension of Bid Submission date in respect of Request for Proposal (RFP) for Supply, Installation, Migration and Maintenance of Storage for Overseas Core Banking Solution, RFP Ref. No: UCO/DIT/1245/2021-22 Date: 10.08.2021.**

The last date for submission of bid documents for "Request for Proposal (RFP) for **Supply, Installation, Migration and Maintenance of Storage for Overseas Core Banking Solution at DC & DR location**" which was scheduled on **03.09.2021** is hereby extended **up to 07.09.2021 (4:00 P.M.)**. Technical bids will be opened on **07.09.2021 at 4:30 P.M.**

All other terms and conditions of the above RFP & subsequent pre-bid responses/addendum/corrigendum will remain unchanged.

**Deputy General Manager**  
**DIT, BPR & BTD**