

# Request for Proposal (RFP)

For

**Supply, Installation and Maintenance of Storage, Server and Oracle Database Software for MIS-ADF project**



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

**RFP REF NO: UCO/DIT/728/2016-17 Date: 27/07/2016**

यूको बैंक  UCO BANK

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

This document is prepared by UCO Bank for its requirement for Supply, Installation and Maintenance of Storage, Server and Oracle Database Software for MIS-ADF project. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

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



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## **PART –I**

### **General Terms and Conditions**

#### **1.1 Introduction**

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata – 700064, hereinafter called “the Bank”, is one of the leading public sector Banks in India having more than 3100+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with VISA & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed machines for Cash Deposit, Cheque Deposit and Passbook Printing in e-Lobbies across the country. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

#### **1.2 Objective**

UCO BANK is now pleased to invite Request for Proposal (RFP) from the competent vendors having proven experience in **Supply, Installation and Maintenance of Storage, Server and Oracle Database Software for MIS-ADF project**. The proposal is invited from the prospective bidders having proven past experience and competence in the field as per the scope given in this RFP document.

#### **1.3 Bid Control Sheet**

The details are given below:

<b>Tender Reference</b>	<b>UCO/DIT/728/2016-17</b>
<b>Cost of Tender Document</b>	<b>Rs. 20,000/- (Rupees Ten Thousand only)</b>
<b>Date of issue of RFP</b>	<b>27/07/2016</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 20,00,000/- (Rupees Twenty Lakhs only, in the form of BG)</b>
<b>Date of commencement of sale of tender document</b>	<b>27/07/2016</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>04/08/2016</b>
<b>Pre-Bid meeting /Venue</b>	<b>05/08/2016 at 11.00 am at below mentioned address</b>
<b>Last Date and Time for receipt of tender bids</b>	<b>29/08/2016 at 3:00 pm</b>
<b>Opening of Technical bid</b>	<b>29/08/2016 at 3:30 pm</b>
<b>Opening of Commercial Bid</b>	<b>Will be informed subsequently to eligibility-wise / technically qualified bidders.</b>
<b>Address of Communication</b>	<b>UCO BANK,</b>

	<b>Head Office-2, Department of Information Technology, 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.</b>
<b>Email Address</b>	<b>ho.misadf@ucobank.co.in/hodit.calcutta@ucobank.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel :033-44559791 / 30 Fax :033-23345013</b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5<sup>th</sup> Floor, 3 &amp; 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.</b>

**Note:** Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 3:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays

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

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

#### **1.4 SUBMISSION OF OFFER – TWO BID SYSTEM**

Separate Eligibility / Techno functional and Commercial Bids, duly sealed and super-scribed as "Eligibility / Techno functional bid" and "Commercial bid" (as per the format prescribed in Annexure-IV & Annexure-V) respectively should be put in a single sealed outer cover, duly sealed and super-scribed "**Supply, Installation and Maintenance of Storage, Server and Oracle Database Software for MIS-ADF project**" as per bid details given in the RFP. If the outer cover / envelope are not sealed & super-scribed as required, the Bank shall not be responsible for the bid's misplacement or premature opening.

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

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

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

The Eligibility / Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in



the RFP, **except prices**. The Eligibility / Techno functional offer must not contain any price information. Tender Offer forwarding letter prescribed in Annexure - I should be submitted with the Eligibility / Technical Offer. UCO BANK, at its sole discretion, may not evaluate an Eligibility / Technical Offer in case of non-submission or partial submission of eligibility / technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

- 2.1 Any inner cover / envelope of a bid, if found to contain both of the eligibility / technical & the commercial bid, then that bid will be rejected.
- 2.2 Any outer envelope, if found to contain only the technical / eligibility bid or commercial bid, will be treated as incomplete and that bid will be liable for rejection.
- 2.3 If Commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- 2.4 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reason, whatsoever, and without cost and / or compensation therefor.
- 2.5 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 2.6 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- 2.7 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

### **1.5 Tender Document & Fee**

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

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

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

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

### **1.6 Earnest Money Deposit**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee in favor of UCO Bank, payable at Kolkata (as per the format prescribed in Annexure-II) for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
Processor based Oracle Database Enterprise Edition with one year Annual Technical Support.	Rs. 10,00,000/-
Processor based Oracle Partitioning Option with one year Annual Technical Support.	Rs. 10,00,000/-

**Note: The EMD shall be valid for a period of 180 days.**

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

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

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

### **1.7 Rejection of the Bid**

The Bid is liable to be rejected if:

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

## **1.8 Pre Bid Meeting**

The queries for the Pre-bid Meeting should be reached in writing or by email on or before 05.08.2016 on e-mail: [ho.misadf@ucobank.co.in](mailto:ho.misadf@ucobank.co.in)/[hodit.calcutta@ucobank.co.in](mailto:hodit.calcutta@ucobank.co.in) may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

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

## **1.9 Modification and Withdrawal of Bids**

The queries for the Pre-bid Meeting should be reached in writing or by email on or before 05.08.2016 on e-mail: [ho.misadf@ucobank.co.in](mailto:ho.misadf@ucobank.co.in)/[hodit.calcutta@ucobank.co.in](mailto:hodit.calcutta@ucobank.co.in) may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

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

## **1.10 Information Provided**

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

## **1.11 For Respondent Only**

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

## **1.12 Confidentiality**

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

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

#### **1.12 Disclaimer**

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

#### **1.13 Costs Borne by Respondents**

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

#### **1.14 No Legal Relationship**

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

#### **1.15 Errors and Omissions**

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

#### **1.16 Acceptance of Terms**

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

#### **1.17 RFP Response**

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

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients

who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

#### **1.18 RFP Response Validity Period**

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes. During the period Bank may procure additional (maximum 50%) VC end point only.

#### **1.19 Notification**

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

#### **1.20 Language of Bids**

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

#### **1.21 Indemnity**

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

#### **1.22 Normalisation of Bids**

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

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

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

### **1.23 Authorized Signatory**

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

### **1.24 Format and Signing of Bid**

#### **a) Authentication of Bid:**

The bid shall be type written and shall be signed by a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be supported by a written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.

#### **b) Validation of interlineations in Bid**

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with his signature.

### **1.25 Deadline for Submission of Bid**

#### **a) Last date for Submission**

The bids must be received by UCO BANK, at the address specified, not later than 29-08-2016, 3:00 PM. In the event of the specified date for the submission of bids being declared a holiday for UCO BANK, the bids will be received up to the appointed time on the next working day.

#### **b) Extension for Last date for Submission**

UCO BANK may, at its own discretion, extend the period for submission of bids by amending the bid documents/RFP, in which case all rights and obligations of UCO BANK and bidders shall stand extended. However no request for extension of time from the bidders shall be binding upon UCO BANK.

### **1.26 SLA (Service Legal Agreement)**

The successful bidder shall enter into a SLA with the Bank for the contract period. The SLA shall enumerate the timeliness, confidentiality, financials and also other terms and conditions for the efficient service to be rendered to the Bank.

### **1.27 Warranty & Maintenance**

- a.** The selected bidder must provide 1 (one) year on-site warranty for all hardware and peripherals items to be supplied under this RFP covering all

parts & labour from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty

- b. The selected bidder may be advised to undertake to maintain the hardware / peripherals supplied under this purchase order after the expiry of the warranty period, for a further period of two years AMC at mutually agreed cost and terms & condition
- c. During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, systems software and accessories supplied by the vendor. This service is to be provided on all the working days of the Bank between 9 a.m. to 8 p.m. notwithstanding the fact whether on such days the selected vendor's office remains closed or not. A minimum uptime of 99.95% during the working hours per equipment has to be guaranteed on quarterly basis. The request for support shall have to be attended by the vendor even if the request is made over telephone/ SMS or by e-mail / fax by the Bank within four hour. All the Items supplied should be repaired within 24 hours (Resolution time). In case of vendor failing above standards, a standby arrangement should be provided till the machine is repaired.
- d. The Bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period
- e. Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party and installs it with / in these machines. However, the warranty will not apply to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement (SLA) with the Bank.

#### **1.28 Repeat Failure**

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

#### **1.29 Price**

- a. The Price Bid should be inclusive of all applicable taxes such as Sales Tax / Service Tax / Octroi / Entry Tax / Way-bill etc.
- b. The bidder shall keep the price valid till the date of expiry of the contract. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- c. Prices quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.

#### **1.30 Payment Terms**



The financial bid submitted by the vendor must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

Payment will be made as follows:

- I. In case of Software, 100% payment will be made against the delivery, installation and configuration. However, for Hardware items 90% of the order value along with applicable taxes on actual basis will be paid on successful user acceptance after delivery, installation and commissioning of the ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites, original Octroi receipt, waybill etc.
- II. Remaining 10% of the cost along with applicable taxes would be paid after completion of one year from the date of project commissioning sign off or on submission of Bank Guarantee for equivalent value and time period.

### **1.31 Paying Authority**

- I. Placement of Orders: The hardware and software will be supplied and installed at Bank's Site (as per the address mentioned above), Purchase order will be issued by DIT, Head Office.
- II. The payments as per the Payment Schedule covered hereinabove shall be paid by DIT, Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc.
- III. Following Documents are to be submitted for Payment:
  - Invoice in Triplicate
  - Duly receipted Delivery Challans
  - Original Octroi Receipts, if any
  - Installation Report, counter signed by an authorized official from the delivery site
  - Site not ready (SNR) Certificate from concerned department (If site not ready).

### **1.32 Order Cancellation (Termination)**

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

- Delay in delivery of Hardware/Software beyond the specified period.
- Discrepancy in the quality of service software / materials supplied for site development during the implementation, rollout and subsequent maintenance process.



- In case of cancellation of order, any payment made by the Bank to the Vendor would necessarily have to be returned to the Bank. Further, the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract / purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- In case, sum total of penalties and deliveries exceed 10% of the TCO.

### **1.32 Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

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

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the 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.

### **1.33 Force Majeure**

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared

priorities, quarantines and legal embargos.

3. Terrorist attack, public unrest in work area.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The selected bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

#### **1.34. Dispute Resolution Mechanism**

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Deputy General Manager (IT)/ General Manager (IT) of UCO BANK/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendment thereof. Each Party to the dispute shall appoint one arbitrator of its own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator.

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

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the exclusive jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The selected Bidder shall not be entitled to suspend/terminate 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.

### **1.35 Period of Contract**

The period of Contract shall initially be for a period of 03 (three) years between the Bank represented by Strategic Planning Department, Head Office-I and selected vendor unless terminated by the Bank by serving 90 days prior notice in writing to the vendor / selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period, the contract may be extended for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein save and except the rate(s), which will be mutually determined by the parties.

### **1.36 Execution of Master Contract:**

The Selected bidder/vendor is required to enter into a Master Contract with the Bank represented by Bank's Information Technology Department Head Office-II within 7 days from the date of its selection containing the following specific clauses amongst others:

- i) Vendor's Performance Guarantee by way of Bank Guarantee;
- ii) Indemnification by the Vendor for their acts, omission or misdeeds, etc.(selected bidder is required to execute a Letter of Indemnity/Deed of Indemnity as per Bank's format).;
- iii) the grounds of termination of the Master Contract including termination at Bank's convenience;
- iv) Effect of Termination;
- v) Liquidated Damages;
- vi) Confidentiality of the information;
- vii) Non-assignment of the work by the Vendor without written permission of the Bank;
- viii) Governing Laws;
- ix) Dispute Resolution; and
- x) Courts' Jurisdiction; etc.

### **1.37 Liquidated Damages**

Notwithstanding UCO Bank's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.

UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder without prejudice to its rights

or remedies available under the law (s) for the time being in force. Liquidated damages will be calculated on per week basis.

Liquidated damages is not applicable for delay, reasons whereof are attributable to the Bank and Force Majeure.

### **1.38 Schedule of Implementation**

BANK SITE: Department of Information &  
Technology, UCO Bank, Head Office -II 5th  
Floor, 3 & 4 DD Block,  
Salt Lake, Sector-1, Kolkata-700064

DR SITE at BANGALORE:

- I The selected bidder must undertake to deliver the items ordered within 6 weeks from the date of acceptance of the purchase order.
- II The Bank reserves the right to shift the ordered items to any location where bank has presence or its Technical Partners, anywhere in India, during the warranty period.
- III. Installation should be completed within 4 days.

### **1.39 Other Terms and Conditions of the RFP**

• **Signing of the bid:** The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

• **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

• **Erasures OR Alterations:** The Bid should not contain alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

• **Language of Bid:** The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

• **Preliminary Scrutiny:** UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical / eligibility documentation has been furnished, whether the

documents have been properly signed, and whether items are quoted as per the schedule.

- The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part without assigning any reason and without any cost or compensation therefor.

- The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason and without any cost or compensation therefor.

- **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.

- **Audit by Third Party:** Bank at its discretion may appoint its officials/third party for auditing the activities of onsite services and operations of entire services provided to the Bank.

- **Jurisdiction:** The disputes or differences arising out of or in connection with the master contract to be executed between the Bank and the vendor/selected bidder shall be subject to the exclusive jurisdiction of the courts at Kolkata.

- **Publicity:** Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the prior explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.

- **Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable.

- **Address Of Communication:** Offers/bid should be addressed to the address given in page no: 5 (General Details-)

- **Confidentiality of the Bid Document:** The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

- In a tender either the Indian Agent on behalf of the Principal/ OEM or Principal/ OEM itself can bid but cannot bid simultaneously for the same item/ product in the same tender.

- If an agent bid on behalf of the Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item/ product."

- Vendor should provide Name, Address, E-mail address, dedicated telephone / mobile / FAX number of Account Manager at Oracle. Further, Vendor should also

provide contact numbers of Oracle call center and Call escalation procedure and contact details.

- **Cancellation of tender process:** Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.

- **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.

- The selected bidder/vendor shall ensure that the products provided by him for the proposed Legal Management System must be in compliance with the laws, rules, regulations etc. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.

- The products will be considered as accepted (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the Bank and the selected bidder/vendor.

- UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever and without any cost or compensation therefor. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any change in the terms and conditions of purchase during the bidding process that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

- **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. Bank reserves the right to conduct an audit/ongoing audit of the services provided by the bidder. Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

- **Preventive Maintenance / Operational Support:** Problems related to the operational issues to be resolved by The Vendor. The Vendor shall follow the procedures for maintenance, backup, recovery, and overall change management.

## PART –II

### **2.1 Eligibility Criteria**

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

<b>SI No</b>	<b>Clause</b>	<b>Documents required</b>
A	The bidder should be a registered company in India as per Companies Act 1956 since last 3 years. The bidder should have its own office premises in Bangalore and Kolkata.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.
B	The bidder should have completed similar work of supply, installation and maintenance of similar type of server and storage in a PSB in India in the last 3 (three year) from the date of publishing of this tender.	A copy of the necessary Certification along with experience certificate / copy of Purchase Order (s) having executed the similar orders to be enclosed along with Technical Bid.
C	The bidder should be a Certified OPN Gold Partner of Oracle and should have prior experience of executing similar supply orders in BFSI segment in India. The bidder should be duly authorized by Oracle to supply Oracle products.	A copy of the necessary Certification along with experience certificate / copy of Purchase Order (s) having executed the similar orders to be enclosed along with Technical Bid.
D	The bidder should have completed similar work of installation of Oracle DB of more than 1 TB data size in a DC/DR environment of a PSB in India in the last 1 (one year) from the date of publishing of this tender.  The bidder should have at least 3 certified Oracle DBAs on their rolls.	A copy of the job completion report to be submitted with details of the exercise/scope.  Certificates from Oracle to be enclosed with bid.
E	The bidder should have posted net profit for at least one year in last three years (2013-14, 2014-15, 2015-16).	Copy of the audited balance sheet of the company showing profit of the company for the consecutive last three financial years should be submitted



F	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2013- 14, 2014-15, 2015-16)	Copy of the audited balance sheet of the company showing positive net worth of the company for the consecutive last three financial years should be submitted .
G	The bidder should have a minimum yearly turnover of Rs. 50 Crores per year during last 3 financial years (i.e. 2013- 14, 2014-15, 2015-16)	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years should be submitted
H	Any bidder, who is already debarred / blacklisted by any PSB for non-Performance or any other reason as on date of submission of bids is not eligible to participate.	Self-declaration to that effect should be submitted on company letter Head.

**Note:-**

Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

Part –III

**3.1 Bid Opening & Evaluation Criteria**

**3.2 Evaluation Methodology**

The evaluation will be a two-stage process:-

Phase 1 – Techno Functional Compliance / Eligibility Evaluation

Phase 2 – Commercial Evaluation

**3.3 Technical Evaluation**

The proposals will be evaluated in two stages. In the first stage, i.e. Techno Functional Compliance/ Eligibility Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated. During the period of evaluation, bidders may be asked to provide more details and explanations



about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

### **3.4 Commercial Evaluation**

Commercial Bids of bidders, who qualified in the Eligibility Evaluation/ Techno Functional Compliance stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

### **3.5 Selection Methodology**

Techno-functionally complied bidder with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.



PART –IV

**Scope of Work**

**The broad scope of work is as under:**

Processor Based License of Oracle Database Enterprise Edition with 12 Months Annual Technical Support, 08 (Eight) nos. is required for ADF Application. Besides this, 08 (Eight) nos. of Processor Based License of Oracle Partitioning with 12 Months Annual Technical Support are required for same application. However, Bank reserves the right to use these licenses in other applications as per the requirement.

Sl. No	Description	Quantity
1	Supply and installation of Processor based Oracle Database Enterprise Edition with one year Annual Technical Support.	8
2	Supply and installation of Processor based Oracle Partitioning Option pack with one year Annual Technical Support.	8
3	Supply and installation of Processor based Oracle Diagnostic Pack Option with one year Annual Technical Support.	8
4	Supply and installation of Processor based Oracle Tuning Pack Option with one year Annual Technical Support.	8
5	Supply of servers with following minimum configurations. <ol style="list-style-type: none"><li>1. Processor with 8 core and scalable up to 2 processor.</li><li>2. Redundant power supply</li><li>3. 512GB memory and scalable up to 1024GB</li><li>4. Capable of connecting with SAN storage with redundancy</li><li>5. Supports RAID 0,1, 1+0,5,</li><li>6. 2x300GB 15K RPM SAS 12Gbps Hard Drive</li><li>7. 2x10GB Lan card.</li><li>8. With USB Ports</li><li>9. 3 years Enterprise Premium 24x7 OEM support</li><li>10. Support Windows, Linux Operating systems ( Compatible with latest version of Oracle Database 11g,12c)</li></ol>	2
6	Supply of storage devices DC with 25 TB and DR with 25 TB usable space with the following minimum configuration	2

	1. Storage usable capacity 25TB and scalable up to 50TB. 2. 42 x 1.2TB 15K RPM for DC. 3. 42 X 1.2TB 10K RPM for DR. 4. Redundant power supply. 5. Supports RAID levels 0, 1, 1+0, 5, 6. 6. Redundant Storage controller and contains battery-backed cache. Cache battery backup should be of minimum 24 hours. Controllers should operate in an active-active environment mirroring each other's cache. 7. 12 no's FC port in redundant mode. 8. 3 years enterprise premium 24x7 OEM support	
7	Supplied storage should be compatible with San Switch M/C Type 2498 Model 24E or new San switch to be proposed.	1

In this regard, we are pleased to invite proposal for supply and implementation of the following items:

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

**Implementation Job:**

With supply of licenses, the successful bidder should carry out following one time activities:

1. Installation and configuration Server & Storage Hardware with three year on-site maintenance support.
2. Installation of Server OS ((DC & DR)
3. Configuration of Storage LUN & mounting of LUN in Server (DC & DR).
4. Configuration of San Switch with storage.
5. One time Configuration and Setting up of optimized physical, memory, logs and other parameters for the database (DC & DR).
6. Configuration of One time Oracle Data guard on DC & DR location and successful commissioning of the same (successful log shipping and applying at DR from DC etc.) with sing off from bank
7. Setting up one time necessary parameter for Oracle Data guard.
8. This one time installation activity is required to be performed on 1 Server in DC and 1 Servers in DR.

NOTE: All the above activities should be performed with consultation with application vendor. Server, Storage and new SAN switch hardware and maintenance will be

responsibility of selected vendor for a period of three year. OS maintenance will be responsibility of the successful bidder for one year. Data guard & Oracle database maintenance will be responsibility of existing application vendor. The Bidder has to Comply with "Yes" against each point and submit scope of work in separate sheet. Successful bidder has to obtain signoff after installation and configuration of the above activities.



## **PART-V**

### **5.1 Order details**

The Letter of Intent (LOI) and purchase order will be placed by the Bank its Head Office, BPR & BTD in the name of selected bidder as per requirement. After receiving the LOI the vendor has to start implementation activity as per the scope. After implementation, Bank may carry the UAT of the software and based on the Bank's UAT sign Off the vendor will Go LIVE with the activity. The payment will be made by ATBD CBO Mumbai as per the payment terms mentioned in this RFP and the Performance Bank Guarantee for order will be required to be submitted in Head Office, BPR & BTD.

### **5.2 Compliance with all Applicable Laws**

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

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

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

### **5.3 Performance Bank Guarantee**

The selected bidder, within 15 days from the date of Letter of Indent (LOI) will have to furnish a Performance Bank Guarantee, as per format given in Annexure D, issued by any scheduled commercial bank equal to 10% of the order value valid for 63 months from the date of Letter of Indent (LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Go Live of the project. In case Bank extends the services beyond the contract period then bidder has to submit the PBG equal to 10% of the project cost for the extended period with additional claim period of three month

#### **5.4 Order Cancellation**

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

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

#### **5.5 Indemnity**

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the

Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives.

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

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

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

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

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

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

The vendor shall not indemnify the Bank for

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

## **5.6 Publicity**

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

### **5.7 Privacy & Security Safeguards**

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

### **5.8 Technological Advancements**

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

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

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

### **5.9 Exit Option and Contract Re-Negotiation**

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



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

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

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

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

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

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

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

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

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

#### **5.10 Corrupt and Fraudulent Practices**

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

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

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

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

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

#### **5.11 Termination**

The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving ninety (90) days prior written notice to the Selected bidder.

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

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

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of

the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

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

#### **5.12 Effect of termination**

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

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

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

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

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

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

#### **5.13 Arbitration**

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the Selected bidder, or breach thereof shall be settled amicably. If, however, the parties

are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

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

#### **Audit**

The bidder shall allow the Bank, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / NPCI/VISA/Master, other regulatory & statutory authorities to conduct the audit of the operations and grant unrestricted right to inspect and audit the operations and records directly related to the services. The observations of the Audit related to the vendor has to be complied by the bidder within the stipulated time frame without any additional cost to Bank.

#### **5.14 Applicable law & Jurisdiction of court**

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

#### **5.15 Penalty**

Penalty will be 0.01% of the project cost for per 0.1% down time from below the expected uptime as mentioned in clause 5.16 in month and the same would be recovered from the recurring charges like which will be paid to the bidder. If the penalty charges exceed the FM charges during the contract period, it will be recovered from FM charges of forthcoming quarter. If total penalty charges across 10% of total project cost, then Bank may invoke the performance guarantee.

#### **5.16 Uptime**

During the contract period, the bidder will have to maintain minimum uptime of 99.95% of all the day (24 hours) and it will be calculated on monthly basis for the entire project provided by the bidder excluding agreed scheduled down time.

## **Annexue A Tender Offer Forwarding Letter**

RFP Ref. No.: UCO/DIT/728/2016-17

Date: 27/07/2016

The Deputy General Manager,  
IT, BPR & BTD  
UCO Bank, Department of Information Technology (DIT),  
Head Office – II, 5th Floor, 3 & 4 DD Block,  
Sector -1, Salt Lake, Kolkata – 700064

Dear Sir,

Sub: Your RFP for "Supply, Installation and Maintenance of Storage, Server & Oracle Database Software for MISADF project" RFP Ref No. UCO/DIT/728/2016-17 Dated 27/07/2016

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for "Supply, Installation and Maintenance of Storage, Server & Oracle Database Software for MISADF project" mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank we undertake to Supply, Installation and Maintenance of Storage, Server & Oracle Database Software for MISADF project.

We will submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days in favour of UCO Bank, payable at Kolkata (as per the format prescribed in Annexure-II) for an amount of Rs. 20,00,000/-.

We will submit a Performance Guarantee for a sum equivalent to 10% of the TCO (Total Cost of Ownership), valid for a period of 39(36+3) months plus claim period of 3 months.

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

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

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following:

1. BG No. \_\_\_\_\_ dated for Rs.20,00,000/- (Twenty Lacs only) / BG No. \_\_\_\_\_ dated \_\_\_\_\_ as EMD.
2. DD No. \_\_\_\_\_ dated for Rs.20,000/- (Rupees Twenty Thousand only) dated \_\_\_\_\_ as cost of RFP document.

DD in favour of UCO Bank by..... Bank, Branch payable at Kolkata / BG issued by ----- Bank ----- branch.

Dated this      day of      2016

Signature:

(In the Capacity of)

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



## **Annexure-B Eligibility Criteria Compliance**

<b>Sl No</b>	<b>Clause</b>	<b>Documents required</b>
A	The bidder should be a registered company in India as per Companies Act 1956 since last 3 years. The bidder should have its own office premises in Bangalore and Kolkata.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.
B	The bidder should have completed similar work of supply, installation and maintenance of similar type of server and storage in a PSB in India in the last 3 (three year) from the date of publishing of this tender.	A copy of the necessary Certification along with experience certificate / copy of Purchase Order (s) having executed the similar orders to be enclosed along with Technical Bid.
C	The bidder should be a Certified OPN Gold Partner of Oracle and should have prior experience of executing similar supply orders in BFSI segment in India. The bidder should be duly authorized by Oracle to supply Oracle products.	A copy of the necessary Certification along with experience certificate / copy of Purchase Order (s) having executed the similar orders to be enclosed along with Technical Bid.
D	The bidder should have completed similar work of installation of Oracle DB of more than 1 TB data size in a DC/DR environment of a PSB in India in the last 1 (one year) from the date of publishing of this tender.  The bidder should have at least 3 certified Oracle DBAs on their rolls.	A copy of the job completion report to be submitted with details of the exercise/scope.  Certificates from Oracle to be enclosed with bid.
E	The bidder should have posted net profit for at least one year in last three years (2013-14, 2014-15, 2015-16).	Copy of the audited balance sheet of the company showing profit of the company for the consecutive last three financial years should be submitted
F	The bidder should have positive net-worth (capital + reserves – accumulated, if any) for the last three financial years (i.e. 2013-14, 2014-15, 2015-16)	Copy of the audited balance sheet of the company showing positive net worth of the company for the consecutive last three financial years should be submitted .
G	The bidder should have a minimum yearly turnover of Rs. 50 Crores per year during last 3 financial years (i.e. 2013- 14, 2014-15, 2015-16)	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years should be submitted

H	Any bidder, who is already debarred / blacklisted by any PSB for non-Performance or any other reason as on date of submission of bids is not eligible to participate.	Self-declaration to that effect should be submitted on company letter Head.
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**Note:-**

Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents.





## **Annexue C General Details of the Bidder**

### **A. Profile of Bidder**

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years
6. Names of Banker/s

### **B. Financial Position of Bidder for the last three financial years**

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

N.B. Enclose copies of Audited Balance Sheets along with enclosures

### **C. Proposed Service details in brief**

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

Details of Experience in implementation of similar orders like Legal Management software

PSU organization		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Place: \_\_\_\_\_ Signature of Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_

### **Annexure-D Undertaking**

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

Sir,

Reg.: RFP ref no..... Date: .....

We submit our Bid Document herewith.

We understand that

Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

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.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:



**Annexure –E Format of Bank Guarantee (EMD)**

To,

The Deputy General Manager,  
IT, BPR & BTD  
UCO BANK, Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block,  
Sector-I, Salt Lake,  
Kolkata – 700064

Dear Sir,

In response to your invitation to respond to your RFP for Supply, Installation and Maintenance of Storage, Server and Oracle Database Software for MIS-ADF project , M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of Near DR and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head Office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs. 20.00 Lacs (Rupees Twenty Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Twenty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 20.00 Lacs** (Rupees Twenty Lacs Only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

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

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

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



## **Annexure-F PROFORMA FOR PERFORMANCE GUARANTEE**

### **(To be stamped in accordance with the stamp act)**

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

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

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

3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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

5. We ..... [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent

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

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

7. We, ..... [Indicate the name of Bank ISSUING THE GUARANTEE ] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
- ii) This Bank Guarantee shall be valid upto ..... and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of expiry of Guarantee including claim period).

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

**NOTE:**

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

**Annexure-G (Format for Submission of Technical Bid)**

Sl No	Features	Offered Specification	Compliance (Yes)
<b>1.</b>	Supply and installation of Processor based Oracle Database Enterprise Edition with one year Annual Technical Support.		
<b>2</b>	Supply and installation of Processor based Oracle Partitioning Option pack with one year Annual Technical Support.		
<b>3</b>	Supply and installation of Processor based Oracle Diagnostic Pack Option with one year Annual Technical Support.		
<b>4</b>	Supply and installation of Processor based Oracle Tuning Pack Option with one year Annual Technical Support.		
<b>5.</b>	Supply of servers with following minimum configurations.		
a	Processor with 8 core and scalable up to 2 processor.		
b	Redundant power supply		
c	512GB memory and scalable up to 1024GB		
d	Capable of connecting with SAN storage with redundancy		
e	Supports RAID 0,1, 1+0,5,		
f	2x300GB 15K RPM SAS 12Gbps Hard Drive		
g	2x10GB Lan card With USB Ports		
h	3 years Enterprise Premium 24x7 OEM support		
i	Support Windows, Linux Operating systems ( Compatible with latest version of Oracle Database 11g,12c)		
<b>6</b>	Supply of storage devices DC with 25 TB and DR with 25 TB usable space with the following minimum configuration		
a	Storage usable capacity 25TB and scalable up to 50TB.		
b	42 x 1.2TB 15K RPM for DC.		

c	42 X 1.2TB 10K RPM for DR.		
d	Redundant power supply.		
e	Supports RAID levels 0, 1, 1+0, 5, 6.		
f	Redundant Storage controller and contains battery-backed cache. Cache battery backup should be of minimum 24 hours. Controllers should operate in an active-active environment mirroring each other's cache.		
g	12 no's FC port in redundant mode.		
h	3 years enterprise premium 24x7 OEM support		





**Annexure-H (Commercial Response Format)**

<b>Sl No</b>	<b>Item Description</b>	<b>quantity</b>	<b>Unit price</b>	<b>Total price</b>
1.	Supply and installation of Processor based Oracle Database Enterprise Edition with one year Annual Technical Support.			
2.	Supply and installation of Processor based Oracle Partitioning Option pack with one year Annual Technical Support.			
3.	Supply and installation of Processor based Oracle Diagnostic Pack Option with one year Annual Technical Support.			
4.	Supply and installation of Processor based Oracle Tuning Pack Option with one year Annual Technical Support.			
5.	Supply of two servers with the minimum configuration mentioned in scope of work			
6.	Supply of 2 Storage devices with the minimum configuration mentioned in scope of work			
7.	Supply of proposed San switch			