

Request for Proposal (RFP)
For
Implementation of Near Disaster Recovery (NDR) Site
at Bangalore



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

RFP REF NO: UCO/DIT/86/2016-17 Date: 06/04/2016

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 Implementation of Near Disaster Recovery (NDR) Site at Bangalore. It should not be reused or copied or used either partially or fully in any form.

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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

Our Bank is operating in Finacle Core Banking solution since 2006. All domestic Branches & Offices are working in CBS environment for banking operations. Presently bank is running on HP_Itanium platform and the Finacle application software is upgraded to 7.0.25. Since inception of CBS system, Bank is following DC-DR concept. Our CBS production system is at Bangalore Data Center (BDC), which is treated as primary site and DR system is at Kolkata Data Center (KDC) treated as DR site.

- 1.2.1 Bank wants to implement the Near site DR in Bangalore (nearby the Primary Data Centre located in Sanjay Nagar, Bangalore).
- 1.2.2 The replication is done directly at DRC from DC. The data at DRC is 10 minutes or 600 MB (whichever is achieved early) behind the production data at DC. In case of disaster the DRC can be up and running within 90 min. The goal is to reduce the business data loss (committed to database) to zero on the event of a Disaster. The Near DR Site Setup shall be within 25 Km far from Primary Data Center. Storage to Storage based Synchronous/Asynchronous replication method from Primary to Near DR Site is preferable.
- 1.2.3 Information (or Database) logs to be shipped from DC to near site in general, whereas during disaster in DC site, the stored log will be shipped to DR site from near DR site. Near DR logs are synchronous which means that, only in the event of writing to the local file system (or storage) of DC, the logs

are then written to the near site synchronously. The end user will then get acknowledgement to proceed to the next steps in the application. The replication methodology is storage controlled.

- 1.2.4 Bank wants to implement the Near DR site facility at Bangalore (within 25 Km of our existing datacentre at Sanjay Nagar, Bangalore). Bank wants to appoint a Service Provider to provide a Tier III Data Centre infrastructure to co-host the Bank's Near Site IT infrastructure.

1.3 BID Control Sheet

The details are given below:

Tender Reference	UCO/DIT/86 /2015-16 Dated 06.04.2016
Cost of Tender documents	Rs. 20,000 /-(Rupee Twenty Thousand Only)
Date of issue of RFP	06/04/2016
Earnest Money Deposit (EMD)	₹ 30,00,000/-(BG)(Rupees Thirty Lacs Only)
Date of commencement of sale of tender document	06/04/2016
Last date for submitting queries for the Pre-bid Meeting	22.04.2016
Pre-Bid meeting /Venue	26.04.2016 at 11.00 am at below mentioned address.
Last Date and Time for receipts of tender bids	18.05.2016 at 3.00 pm
Opening of technical bids	18.05.2016 at 3:30 pm
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5 th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hocbs.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel :03344559736/58 Fax :03344559063
Contact Person	B. Mothilal Chief Manager – IT
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

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

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

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

1.4 SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids along with the soft copies duly sealed and superscribed as "Technical Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "Implementation of Near Disaster Recovery Site (NDR) – (Technical Bid)" and Implementation of Near Disaster Recovery Site (NDR) - (Commercial Bid) shall be submitted as per bid details given in the RFP.

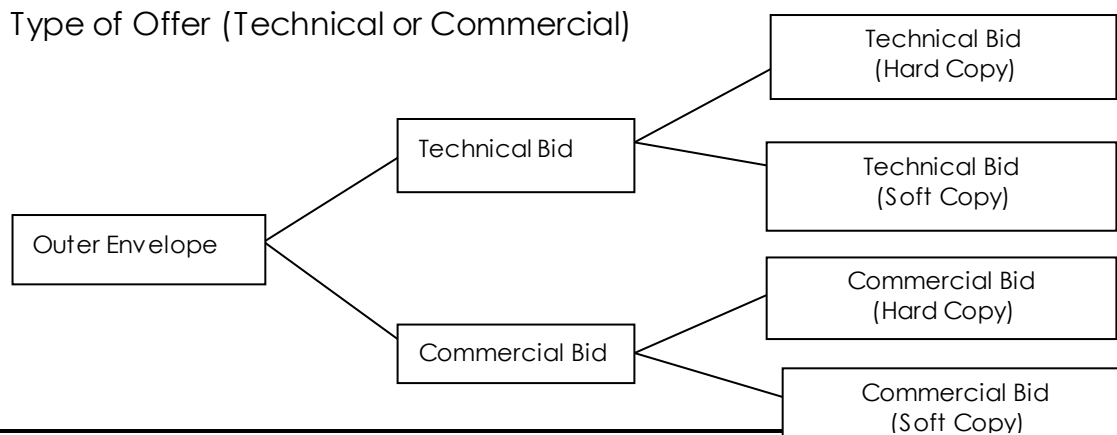
Sealed separate envelopes carrying Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Implementation of Near Disaster Recovery Site (NDR)" as per the below mentioned diagram and as per bid details given in the RFP.

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

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

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

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



The Eligibility/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. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

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

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

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 Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the

website is required to submit a non-refundable fee of Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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 Consortium and System Integrator

1.6.1 The prime Bidder/System Integrator (SI) may form a consortium and bid for the RFP document, as it is the Bank's expectation to supply, maintain, implement and manage hardware and software products and maintain policies and procedures to serve the Bank. However, in this case the Bank will deal with only the Prime bidder/System Integrator as a single point of contact who shall have the sole responsibility for the entire assignment irrespective of the fact that it is only the part of the consortium. Each consortium shall name the prime bidder who shall have the single point responsibility for the consortium in their bid responses. The Prime bidder/System Integrator which shall have the single-point responsibility of the bid will be deemed to be the system integrator and will be deemed to play the lead role in the bid and shall have single point responsibility of the bid. The bid would be a consortium bid if:

1.6.2 The Prime bidder/System Integrator is proposing (as part of the solution) some products/services, which are not owned by the Prime bidder/System Integrator; or

1.6.3 The Prime bidder/System Integrator is proposing a product on behalf of another bidder.

1.6.4 In the case of a Consortium, the following rules will be applicable:

1.6.4.1 The Prime bidder/System Integrator is required to provide proof that the Prime bidder/System Integrator is authorized to bid with the products that it does not own. This may be in the form of a (copy of) letter authorizing the Prime bidder/System Integrator from a duly constituted attorney and / or a (copy of) back-to-back agreement between the concerned parties.

1.6.4.2 The responsibility for the details presented in the responses will be with the Prime bidder/System Integrator, which will form part of the final legal

contract. The Prime bidder/System Integrator will be totally responsible for delivering contractual services end to end and will be a single point of contact; and

- 1.6.4.3 The responsibility for the commercial bid lies with the Prime bidder/System Integrator. The Bank would only deal with one party (the Prime bidder/System Integrator) on all commercial and legal matters.
- 1.6.4.4 The consortium Prime bidder/System Integrator cannot change once the Technical and Financial bid has been submitted in response to the scope document by the Prime bidder/System Integrator.
- 1.6.4.5 It is expressly clarified that even in the case of a Consortium, the selected Prime bidder/System Integrator shall have the single-point responsibility/liability to ensure the fulfillment of all obligations of the Prime bidder/System Integrator under the contract.
- 1.6.4.6 Should the Prime bidder/System Integrator wish to change (After taking permission from bank) any of the partners as part of this consortium we will levy a penalty of 5% for that component for the change. The Prime bidder/System Integrator has to quote only partner for each component and multiple partner names quoted for a certain component or service will not be accepted by the bank.

1.7 **Earnest Money Deposit**

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

Particulars of Job to be undertaken	EMD
Implementation of Near Disaster Recovery (NDR) Site at Bangalore	Rs. 30,00,000/-

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

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

c. 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.

1.8 Rejection of the Bid

The Bid is liable to be rejected if:

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

1.9 Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before **22.04.2016** on e-mail: hodit.calcutta@ucobank.co.in . It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be 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 Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 No Legal Relationship

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

1.17 Errors and Omissions

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

1.18 Acceptance of Terms

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

1.19 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.

1.20 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.

1.21 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.

1.22 Language of Bids

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

1.23 Indemnity

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

1.24 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.

1.25 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.**

PART –II

2.1 Eligibility Criteria

Only those Bidders (Prime 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

Sl. No.	Criteria	Proof of documents to be submitted
1.	The Prime bidder should be a Company/Firm registered in India under Companies Act 1956 since last five years as on RFP submission date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2.	The prime bidder should have an annual turnover of at least Rs. 75 Crores per annum for last 3 financial years (i.e. 2012-13, 2013-14, and 2014-15)	Audited Financial statements for the financial years 2012-13, 2013-14, and 2014-15.
3.	The Bidder should be a profit making entity (profit after tax) in the last three financial years i.e. 2012-13, 2013-14, and 2014-15.	Copy of the audited balance sheets of the company showing profit/loss & networth of the company should be submitted. Certificate issued from Chartered Accountant for net worth can be submitted.
4.	The proposed Near DR site should be within 25 km from Bank's existing Data Centre (Tata Telecommunications Data centre, Sanjay Nagar, Bangalore)	Bidder to provide confirmation in the matter on bidders letter head, giving complete address of the proposed Near DR site. (Proof of distance to be provided). Proof of Surface distance from the existing DC to the proposed site to be provided.
5.	The proposed Near DR should be of at least tier-III standard.	Publicly available information of the proposed Near DR along with an undertaking on bidders letterhead, clearly mentioning that the Near DR site comply the said requirement
6.	The bidder/consortium partner should be in Data Centre Co-hosting business for a minimum period of 5 years.	Certificate of Incorporation of the company and also documentary Proof confirming the same.
7.	The prime bidder/consortium partner must have provided DC or DRC or Near DR site co-hosting facility to at least 5 organizations in India, out of which at	Credential Letter from relevant Banks.

	<p>least one (1) should be of Public Sector Bank.</p> <p>Of the above, at least two (2) organizations DC or DRC or Near DR site co-hosting facilities should be presently in functional state at the proposed data centre site for the last 1 (One) year</p>	Credential Letter from relevant Banks confirming therein that their DC / DR / Near DR site is presently functional at the SP's proposed site.
8.	The Prime bidder should be an OEM or authorized supplier of OEM of the proposed storage, server and other hardware. The bidder should have back to back arrangement with the OEM for AMC/ATS for achieving the required SLA.	MAF from OEM in this regard
9.	<p>The prime bidder/consortium partner should have at least two of the below certifications /compliance document for the proposed DC site(s) (no i is compulsory):</p> <ol style="list-style-type: none"> 1. ISO 27001 or BS 7799 – 3 Certified (Compulsory) 2. NFPA 70 & 75 3. IS 1893:1984 Seismic Compliance 4. TIA 942 compliance (for at least two of the following –Architectural, electrical, cooling and network.) 	<ol style="list-style-type: none"> 1. For ISO – certification from Governing body. 2. Compliance certificate from the concerned authority or implementer/ facility builder. 3. Certification from governing body or compliance certificate from the implementer / facility builder. 4. For TIA 942 compliance – compliance certificate from the implementer.
10.	The prime bidder / consortium partner should be a National Long Distance (NLD) Operator having valid NLD license and the bidder to ensure that the license remains valid for at least the next five years from the date of RFP.	Attested copy of the appropriate license of the Network Bandwidth provider to be submitted
11.	The prime bidder / consortium should have provided Dark fiber/fiber channel link of 1Gbps or high capacity to minimum 2 organizations.	Copy of purchase order/ letter from user/contract copy to be submitted
12.	The proposed Near DR site facility provided to the Bank under this RFP must be owned premises or leased premises prime bidder/consortium partner. However the IT Infrastructure should be an owned one and not shared. In case of leased premises, an unexpired lease period must be for 5 years from the RFP response due date.	The Service provider must provide documentation to this effect establishing its right over the Near DR site facility to the satisfaction of the Bank. The Service provider will be required to provide the relevant details.

13.	The Prime bidder / consortium partner shall not be under a declaration of ineligibility for corrupt and fraudulent practices/ blacklist issued by the Govt. of India / State Governments / Regulatory Agencies/Financial organization.	An undertaking to this effect must be submitted along with Technical Bid.
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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

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

The Stages are:

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

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

3.2 Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation.

3.3 Technical Evaluation:

A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

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 / fax / e-mail seeking clarification / explanation.

Technical bid evaluation methodology that UCO Bank would adopt is given below:

The Product offered should meet all the technical and functional specifications. **Non-compliance to any of the technical and functional specification may attract rejection of the proposal.**

Response except 'Y' or 'N' is not acceptable. If any bidder provides response other than Y' or 'N' the same will be treated as Not Available i.e. 'N'.

3.4 Commercial Evaluation

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

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in Sl no. 03, **Annexure – N**.

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

3.5 Award of Contract

The bidder who will qualify in the technical evaluation will qualify for the commercial evaluation. The bidder who's Bids has been determined to be responsive and quote least price will be treated as L1 Bidder. Bank will award the contract to the L1 bidder

3.6 Selection Process

Technically qualified bidder with the lowest quote based on TCO as quoted in Annexure – N, will be considered as the L1 bidder

PART –IV

4 Scope of Work

The broad scope of work is as under:

The Bank invites proposal from prime bidders for primarily undertaking inter-alia the following activities for the Bank **for Five (05) years:**

4.1 General

4.1.1 In order to achieve near zero data loss, bank wants to host a near DR site at Bangalore. Bank has HP XP9500 SAN at DC (Bangalore) and the database server is HP BL 870C i4 with HP-UX 11iv3. The database used is Oracle 11G.

4.1.2 The Prime Bidder/consortium partner would be responsible to supply, install, commission and implement the following

4.1.2.1 Hardware as per the specification mentioned in **Annexure-F, G, H, I, J** and the relevant software and other relevant technology components including system software at the Bank's Near site DR in order to cater the load due to CBS. All the hardware should come with 3 year warranty and 2 years AMC thereafter.

Sl No.	Hardware required	Quantity	Remarks
1	Storage(HP Make)	1	Raw space of 6 TB(upgradable upto 10 tb)
2	SAN Switch	2	
3	Server	2	
4	Network Switches	2	
5	Network Routers	2	

4.1.2.2 Datacentre for placing Two 42U rack with sufficient power.(Hosted model)

4.1.2.3 Bandwidth as per the specification given in the clauses 4.5.6.

4.1.2.4 Implement the Near Disaster recovery site: Implement Synchronous storage based replication between the datacentre and Near DR.

Hardware

4.1.3 The prime bidder to ensure that the Synchronous storage based replication between the datacentre and Near DR is done by the hardware OEM.

4.1.4 Prime Bidder/consortium partner would support the Bank's existing SI for CBS in integration of Near Site with existing hardware of DC & DR and also with the vendor providing bandwidth for seamless and flawless data flow between DC, DR and Near Site DR.

- 4.1.5** Warranty, Annual Maintenance Contract and Annual technical support – All the hardware and software supplied by the Bidder should come with three year comprehensive warranty, Onsite Service/ Support, AMC / ATS etc. as applicable. From the fourth year onwards, after expiry of warranty period, AMC/ATS will come into effect which will be for successive two years. The Bidder may charge the Bank for the AMC/ATS at the completion of each Quarter. Bank at its sole discretion may extend the AMC tenure beyond 5 years contract period at mutually agreed terms and conditions.
- 4.1.6** Bidder must ensure no hardware equipment or software, for which 'End-of-Sale' has been declared, is offered as part of this RFP. None of the hardware or software should have an 'End-of-Support' mandated by the respective OEM within during the contract period.

Datacentre Site on hosted model:

- 4.1.7** Bank requires two rack space for constructing the Near DR. Level 3 standards to be maintained for the rack space.
- 4.1.8** The Near DR site should be located in Bangalore and should be within 25 Kms from the Bank's Data Center at Tata Telecommunications data centre located at :

Tata communications Ltd.

VSF No.2

K.E.B Layout, Geddalahalli,

Sanjay Nagar

Bangalore-560094

- 4.1.9** All Near DR site infrastructure and services are to be of minimum Tier-III standard. Technical specifications / Compliance sheet is to be provided.
- 4.1.10** The Near DR site must be in conformity with all local and regulatory authorities.
- 4.1.11** There is a need to install the equipments in racks with different rated power requirements ranging from 2 KVA to 12 KVA per rack. Therefore, Near DR site infrastructure (including electrical cabling, cooling etc.) should support rack upto 12 KVA rated power.
- 4.1.12** The SP should also provide sufficient uninterrupted power, electrical connections, air conditioning (18-20 degree centigrade), backup power through UPS and Generator, telecom facilities (as part of telecom facility, SP shall provide necessary junction box / space in the telecom room for multiplexer/s and other equipments.), Surveillance, access control system, fire suppression system, physical security and soft services as applicable for Data Center and as required for the proposed equipment on 24 x 7 basis, in order to maintain uptime of all such facilities as per SLA. The complete electrical work is to be performed by the SP as per requirement of bank.
- 4.1.13** The power should be available from two different power supply / distribution corporations. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.

- 4.1.14** The entire facility should be automatic with power supply from the transformer as the primary source and automatic switchover to DG sets as a secondary source.
- 4.1.15** The Near DR site facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical materials, LPG Storage areas, chemical go-downs and other storage.
- 4.1.16** Entry and exit at the Near DR site premise (Building), Server room area, server cage area, and network communication room should be restricted and monitored. Security for the building should be made available 24x7 days at the entry / exit levels.
- 4.1.17** The Prime Bidder/consortium partner shall be responsible for LAN cabling between service provider's communication room to the server cage area allocated to the Bank and server room & seating space area (if any) at the Near DR site.
- 4.1.18** The doors and walls for the server room, communications room, and other critical areas should be fire rated for minimum 2 hours.
- 4.1.19** The site offered for co-hosting the Near DR Site should conform to the minimum specifications as set out in the detailed requirement in **Annexure-B** of this RFP.
- 4.1.20** Uptime of 99.99% is required for the Near DR Environmental Infrastructure and services.
- 4.1.21** The Prime Bidder/consortium partner shall maintain & manage all the facility provided by the SP to host Bank's Near DR Site IT Infrastructure for the contract period of five years.
- 4.1.22** The Bank will at no point bear any additional cost for any Near DR site facility provided by SP to co-host Bank's Near DR site other than the quoted price in the commercial bid if any repair, upgrade, power, capacity enhancement etc. needed at the proposed site unless and until Bank specifically requests for it.
- 4.1.23** Provide all infrastructure components that would be necessary as per the defined requirements; manage and maintain the same throughout the period of the contract. The SP has to ensure that the desired objective of the hosting the Bank's IT infrastructure is completely met.

4.2 Server Room Area:

- 4.2.1** Bank requires dedicated clear space of for placing two rack to host Bank's IT infrastructure in the server room area. However, if there is change in requirement selected SP has to provide additional space on the same floor and adjacent to the space provided. The unit rate quoted by SP in the commercial bid will be considered for such requirement.
- 4.2.2** The Service Provider (SP) has to provide a dedicated server cage area for the Bank in the server room area. Caging should have both manual lock and biometric access facilities. Periodic logs to be provided for biometric/Proximity access.
- 4.2.3** Space to occupy two racks of any type i.e. 44U, 42U, 36U etc.
- 4.2.4** The server room area should be accessible using Biometric access.
- 4.2.5** The Server room should have precision air conditioning with redundancy with 20±2 degree centigrade temperature maintained.
- 4.2.6** CCTV surveillance coverage for full scan of complete caging area. Periodic CCTV footage to be provided.

- 4.2.7** Complete electrical cabling with 32amp.- single phase/ three phase Industrial power sockets from 2 different sources for each rack. Three phase sockets shall be required for few racks viz. storage etc. For Server and Storage racks compatible power sockets will be required.
- 4.2.8** Complete Structured Network cabling (LAN) for racks/servers/storage etc. and terminated at patch panels in network racks, as per requirement. This shall include provisioning of 24 ports patch panel in each server rack and at its corresponding at network rack, Patch cords for servers etc. The Storage and Tape Library racks may not require patch panels. Each such rack shall have 4 individual cables (with LAN connectors at one end) coming from network patch panels for LAN connectivity.
- 4.2.9** For SAN Storage & Tape Library connectivity from Servers, laying in conduit is to be done.
- 4.2.10** The Service Provider (SP) shall provide adequate power points in the Server cage area allocated to the Bank. Additional power if required shall be made available by the SP.
- 4.2.11** Single phase and three phase power should be made available to bank to support Bank's equipments as per requirement in the caged area.
- 4.2.12** The service provider is required to make provision for separate dedicated power meter to measure power consumption for racks by the Bank. Payments will be made by the bank only on the basis of consumed power.
- 4.2.13** The service provider will be responsible for LAN cabling between server room and seating area (if any) at the Near DR site. The service provider should provide for 2 extra redundant network points apart from the 2 that will be provided for the seating space.
- 4.2.14** The service provider will also be responsible for extension of links from SP communication room to server cage area.

4.3 Communication Area:

- 4.3.1** Bidder need to provide a dedicated bandwidth of 1Gbps (1:1) full duplex on Dark fiber/fiber channel link between DC and the Near DR site (Which will be selected as a part of this RFP). It should be upgradable up to 2 Gbps as per the bank's requirement. Link is required on end to end on protected path.
- 4.3.2** Bidder need to provide a dedicated bandwidth of 40 Mbps (1:1) between DR and the Near DR site (Which will be selected as a part of this RFP). It should be upgradable upto 100Mbps or as per the requirement of the Bank.
- 4.3.3** The two nos. of 1 Gbps link should be provided from two different service providers. Similarly, two nos. of 40 Mbps link should be provided from two different service providers.
- 4.3.4** The Prime Bidder/ Consortium Partner need to provide the end-to-end link on its own fiber or may be on leased fibre. The network should be built with proper redundancy (ring architecture to take care of failure) in architecture. A detailed layout diagram of fiber with redundant path along with declaration letter in this regard and a copy of approval taken for laying the fiber should be submitted with technical bid.
- 4.3.5** Bidder need to provide optical handoff at both ends. Link will be terminated on SAN switch (1 Gbps) and for 40 Mbps link will terminate at network router in ethernet interface at both the ends. Bidder has to lay the

fiber cable from their MUX to Bank's terminating equipment with required interface. Full addresses are mentioned as under:

DC site

Tata communications Ltd.
VSB No.2
K.E.B Layout, Geddalahalli,
Sanjay Nagar
Bangalore-560094

NDR

Site to be selected as part of this RFP

- 4.3.6** In future, Bank may carry out design modification and/or application addition to the Bank network, including modification for the security policy implementation. Accordingly, vendor should carry out necessary configuration changes in the telecom network, as advised by the Bank time to time. Bank will only pay the cost of material changes. However, service provider will make the necessary non-material changes without any additional cost to the Bank.
- 4.3.7** The prospective service provider shall establish the 1Gbps dark fiber /fiber channel link between DC and NDR and should be capable of maintaining it for a minimum period of 5 years. Any extension thereafter will be on mutually agreed cost.
- 4.3.8** Bank reserves the right to upgrade the bandwidth of the link during the contract period and cost for upgraded bandwidth will be decided on pro-rata basis of the final cost discovered through this tender process.
- 4.3.9** All necessary connections required to terminate the link shall be provided by the selected bidder. Bidder need to provide the fiber patch cord from their MUX to SAN switch required for terminating the link.
- 4.3.10** The bidder/SP in their communication area shall have Telecom junction box / multiplexers of various link service providers and should be available in and around the facility building for Bank's use. The multiplexers should be having minimum 8 Gbps port to connect long wave of SAN switch.
- 4.3.11** The provision of bandwidth between DC & Near DR site and between Near DR site & DR should be part of the scope of the work of SP selected for Co hosting. The requirement of Bandwidth will be as per clause 4.5.6 of this RFP.
- 4.3.12** The Near DR site SP should allow the termination of these links provided by the link service providers. If Telecom junction box / multiplexers of these link service providers are not available then the near site service provider should allow the commissioning of the same.
- 4.3.13** The link extension from the Service providers' communication room to the server cage area will be done by the Prime bidder / consortium partner at both DC & Near site.

4.4 Building Management Systems (BMS):

- 4.4.1** The SP shall provide Access cards, Gate passes to two authorized Bank representatives.

- 4.4.2** The SP shall regularly monitor the access to the Bank's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24x7x365 days. The Bank would require monthly reports in this regard. The access logs to the bank specific cage area, seating area and the server room area need to be maintained for the period of the contract. The log reports of bank's specific server cage area and seating area are to be provided on a monthly basis. The access to the logs of other facilities concerning the bank should be available on request. The service provider is expected to maintain the CCTV monitoring records for at least 1 month, post which the service provider is expected to archive such records (in form of a CD, tape, etc) and make the same available on bank's request through the period of the contract.
- 4.4.3** If required by the Bank the SP should be able to provide details of people accessing the Bank's Server room / cage by means of sharing the entries made in the security register, reports from access control system, CCTV video clips.
- 4.4.4** The SP shall make sure that the required power, air conditioning, security system and other facilities provided to the Bank is always available (24x7x365 days).
- 4.4.5** The SP shall provide Fire detection & suppression system exclusively for the server room caged area provided to bank. Fire detection and suppression can be common however the areas allocated to the Bank should be well within the coverage of fire detection and suppression.
- 4.4.6** The building & Server room area should be provided with Water Leak detection system and fire alarm system. The facility areas proposed for the Bank should be well within the coverage of water leak detection system.
- 4.4.7** There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept for atleast one month.
- 4.4.8** The Near DR site should have electronic rodent control systems with operating ability on varied frequency range.
- 4.4.9** All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The SP should manage the BMS activities on a 24x7x365 days basis or as the Bank decides.

4.5 Network Bandwidth:

- 4.5.1** The SP shall provide the links between Bank's Data Center to Near DR and Near DR to Bank's DR site as per the following BW requirement:
- a) Dedicated dark fiber / DWDM based channel link between DC and Near DR site without any hop at any exchange / pop level between DC and Near DR.
 - b) Network link between Near DR site to DR site.
- 4.5.2** SP shall provide the link monitoring facility to the Bank which will enable the Bank to monitor the links in real time from their Data Center. Bank should be able to monitor following parameters:
- a. Link Latency.

b. Bandwidth utilization.

c. Packet loss.

4.5.3 The above parameters are minimum requirement. The monitoring facility shall provide other link related monitoring parameters that may be necessary and required by the Bank.

4.5.4 Any equipment / software requirement in order to achieve the above mentioned facility, the SP should factor such cost in one time implementation cost. SP should manage and maintain these equipments throughout the contract tenure.

4.5.5 SP should provide the link performance report to the Bank on monthly basis. The SP shall provide the on-demand links between Near Site & DR during DR Failover or DR drill. Minimum will be 40 Mbps and Maximum will be 100Mbps. The SP should be able to provide the desired bandwidth within the minimum time period (2 weeks) from such request made by the Bank by email / letter / phone call by Bank authorized personnel.

4.5.6 The SP is required to provide links of required bandwidth as mentioned under between DC & NS and NS & DR bandwidth and has to maintain the same subsequently for three consecutive years.

Sl No	From	To	Type	Required Bandwidth				
				Year 1	Year 2	Year 3	Year 4	Year 5
1	DC	Near Site	Dark Fiber /Fibre Channel link	1Gbps	1Gbps	1Gbps	1Gbps	1Gbps
2	DC	Near Site	Dark Fiber/ Fibre Channel link (different service provider)	1Gbps	1Gbps	1Gbps	1Gbps	1Gbps
3	Near Site	DR	Leased Line	40Mbps	40Mbps	40Mbps	40Mbps	40Mbps
4	Near Site	DR	Leased Line (different service provider)	40Mbps	40Mbps	40Mbps	40Mbps	40Mbps

4.6 Miscellaneous:

4.6.1 The SP shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to the Bank. The service provider shall provide for periodic monthly reports to the Bank on the incidents/problems reported and corrective action taken on the same.

4.6.2 The SP shall provide for staging area at the Near DR site for 6 weeks for initial hardware deployment. However, for further additional activities, if the staging area is required by the Bank, the Bank shall inform the service provider at least 7 days in advance and the service provider will be expected to provide the staging area for Bank's use.

- 4.6.3** SP shall provide all necessary help to the Bank's appointed System Integrator or Vendor while moving the Bank's equipments into the site. For example, entry permission for vehicles carrying equipments, parking of such vehicles to be closer to the lift till the time the equipments are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipments to the allocated cage / room etc. The Bank should not incur any extra cost for availing these said services.
- 4.6.4** SP shall be responsible for providing the all required facilities (site should be ready with server caging, electrical cabling, and other facilities like access control system, Communication links, etc should be complete) at near site within 6 weeks from date of issue of purchase order. Site should be ready for pre-commissioning inspection at Near DR site within 4 weeks from date of issue of purchase order.



PART-V

5.1 Order details

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

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 Warranty & Maintenance

- 5.3.1. Bidders should maintain the equipment provided for at least 5 years (3 years warranty and 2 years AMC/ATS) from the date of acceptance by Bank. This shall be extendable by the Bank, for a minimum period of 2 more years, at the same rate as of year 5, or average rates of year 2 through year 5, whichever is lesser.
- 5.3.2. Bank reserves the right to cancel the bids if the Bidder includes the AMC/ATS prices in the products and quotes nil/ negligible price for AMC/ATS.
- 5.3.3. Necessary assistance for any DR drill or Benchmarking exercise must be rendered by the Bidder for the contractual period, at no additional cost to the Bank.
- 5.3.4. Any support that is available during the Warranty period should also necessarily be available during the AMC/ATS period.

5.4 Performance Bank Guarantee

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as **Annexure R**, issued by any scheduled commercial bank equal to 10% of the order value valid for 63 months from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

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

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

5.5 Delivery of Equipment

- 5.5.1 It is the Bidder's responsibility to deliver all the components at the site within the time frame specified by the Bank in the RFP and install and integrate the same within the time frame specified in the RFP.
- 5.5.2 The Bidder has to make its own arrangements to fulfill all delivery formalities, including payment of all taxes, duties, charges and levies of Central or State Governments, as applicable, and should not involve Bank in these activities. Bank will not accept any liability on account of non-payment of any applicable taxes and levies by the Bidder.

5.6 Installation and commissioning

- 5.6.1 The equipment procured by the Bank will be installed at the Bank's Near site DR.
- 5.6.2 Bank reserves the right to change location of installation at a later date with prior intimation to the Bidder. Relocation of the hardware will be done at the Bank's cost. However, Bidder will provide all the necessary assistance to facilitate this
- 5.6.3 The delivery of the hardware should happen to the respective sites within six (6) weeks from the date of placement of Purchase Order. Commissioning should be completed by the Bidder within two weeks of Post Delivery Inspection, or within two weeks of site readiness, whichever is later.
- 5.6.4 The Bidder has to obtain a certificate from the SI for satisfactory commissioning, within one week of commissioning.
- 5.6.5 The commissioning of the hardware in Near site DR will be deemed complete when the commissioned hardware is providing satisfactory and trouble free working for seven (7) consecutive calendar days, subsequent to which the Bank in conjunction with appropriate stakeholders will provide a signoff that the infrastructure is meeting stated performance requirements.
- 5.6.6 The commissioning will be deemed as incomplete if any component of the hardware, software and other equipments, or any documentation/ media as per Bidder's Bill of Material, is not delivered or is delivered but not installed due to reasons attributable to the Bidder, and/ or not operational or not acceptable to the Bank, after acceptance testing/ examination. In such an event, the supply and commissioning will be termed as incomplete and it will not be accepted and warranty period will not commence.
- 5.6.7 The Bidder shall then produce an acceptance certificate, signifying successful commissioning, before the Bank for signoff, signifying the beginning of the Warranty Period. The date the Acceptance Certificate is signed off by the Bank would be the date of commissioning of Hardware for all intents and purposes. Any delay in commissioning of the equipment arising as a result of causes not attributable to the Bidder, shall not be factored as a reason for delaying acceptance from being provided for the entire installation.

5.7 Audit

- 5.7.1 Bank will audit of its own or through third party auditors the hardware, hosted site, link etc which are part of this project on a quarterly/Half-yearly basis or as per the requirement of the Bank and the Prime bidder/SI has to arrange for such audits without any additional cost to the bank.

5.8 Payment Terms

- 5.8.1 The project will be for a period of five (5) years from the effective date of successful commissioning of hardware, software etc. at Near DR site. The same date shall also be treated as initial successful commissioning date.

5.8.2 The Bidder must accept the payment terms proposed by the Bank. The commercial Bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

5.8.3 The following payment terms will apply:

5.8.3.1 Hardware and Software

- **80%** of the delivered hardware cost would be payable on successful installation, commissioning of the hardware and successful implementation of Near site DR or on completion of three months from the date of placing the order whichever is later.
- **Balance 20%** will be paid after 3 months of successful service from the acceptance date of hardware/ software which would include one successful DR drill, whichever is later.

5.8.3.2 AMC, ATS and other services costs

- The AMC, ATS cost would be paid quarterly in arrears after submitting all the required documents/services.

5.8.3.3 Communication link

- The Bidder has to charge the link subscription charges quarterly in arrears based on the achievement of SLAs defined in the document. (The uptime of the link as specified under SLA clause will be assessed on monthly basis and the payment will be made at the end of each quarter). The vendor should submit the link-wise uptime achieved to enable the Bank to pay quarterly charges.
- Bidder should raise invoices after deducting the applicable penalties i.e. penalties to be calculated based on SLA, extended.

5.8.3.4 Hosted site

- The payment shall be divided in 4 equal installments (for floor space, seating space (if any) & BMS etc.) for the year and shall be paid quarterly in arrears. One time charges applicable, if any, to be quoted separately. The same shall be paid upon completion of the related activity.
- Bidder should raise invoices after deducting the applicable penalties i.e. penalties to be calculated based on SLA, extended, etc.

5.8.3.5 Implementation

- **80%** of the implementation cost would be payable on successful implementation, commissioning and go-live of Near DR site.

- **Balance 20%** will be paid after 3 months of running from the go-live date.

5.9 Paying Authority

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

5.10 Penalty

- The prime bidder will be the single point of contact and any penalty to be deducted will be recovered from any payment to be made towards (Hardware, hosting or link).
- For the quarterly payment to be made towards the near DR service the prime bidder will be the single point of contact and no other third party/member of the consortium will be entertained.
- The penalty to be deducted will be calculated based on the SLA terms as mentioned in clause no 5.28

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

The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract/purchase order may be cancelled and Performance Bank Guarantee may be revoked.

5.11 Liquidated Damage

All services (floor space / seating space/Electrical power etc.) along with required facilities / infrastructure are to be delivered within 6 weeks of issue of purchase order. For any delay, Liquidated damages shall be applicable @0.50% of yearly charges of hired services (including power charges as stated above), per week or part thereof, for the delayed period. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.

5.12 Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,

- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

5.13 Completeness of the Project

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

5.14 Acceptance Testing

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

In case of any discrepancy in the hardware / software supplied, the Bank reserve the right to terminate the entire agreement in case the Vendor does not rectify or replace the supplied hardware/software and the Vendor shall take back Vendor equipment at Vendor's costs and risks. The Bank have the right to reject the 'Vendor Supplied Equipment' and to seek free replacement or repair of the equipment or defective components thereof till the completion of acceptance test and obtaining final acceptance certificate from the Bank.

5.15 Order Cancellation

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

- Delay in commissioning / implementation / testing beyond the specified period.

- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.
- Please also refer 5.19 herein below.

5.16 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.

5.17 Publicity

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

5.18 Privacy & Security Safeguards

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

5.19 Technological Advancements

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

5.20 Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management as per the defined scope, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

5.21 Resolution of Disputes

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

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

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

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

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile

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

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

5.22 Exit Option and Contract Re-Negotiation

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

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

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

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

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

contained in this scope document in relation to such equipment procured from third-party suppliers.

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

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

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

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

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

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

5.23 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

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

5.24 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.

5.25 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.

5.26 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.

5.27 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).

5.28 Service level Definitions for Near DR Site facilities

The SP shall monitor and maintain the stated service levels to provide quality customer service to the BANK.

System availability is defined as: $\frac{\{(\text{Scheduled operation time} - \text{NS IT infrastructure downtime})\}}{(\text{scheduled operation time})} * 100\%$

Where:

1. "Near DR site facilities" means the facility (i.e. Hardware, software, Link, space etc) proposed by the Service provider to co-host Bank's equipments required to form the Bank's Near Site.
2. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
3. "IT infrastructure downtime" subject to the SLA, means accumulated time during which the NS IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its customers log a call with the SP help desk of the failure or the failure is known to the SP from the availability measurement tools to the time when the System is returned to proper operation.
4. The business hours are **6 AM to 11 PM** on any calendar day the Bank's branch is operational. The SP however recognizes the fact that the Bank may require to access the facility beyond the business hours.
5. Critical and Key infrastructure of Data Center will be supported on 24x7 basis.
6. Outage shall commence when each or either fails.
7. If any one or more of the components defined in "Critical" at the Data Center Facility are down resulting in non-availability of Banking solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.
8. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.

LEVEL	Type of Infrastructure	Function / Technology	TYPICAL RESOLUTION time
I. Critical	Environmental Infrastructure	Access controls ,UPS supply ,Precision Air conditioning, Fire Detection System, Water detection systems, Humidity Controllers, Gen-	• Within 10 minutes

		sets, Building Management Systems, LAN cabling ,Power, Hardware, Software, Links between DC & Near site , Links between NS & DR	
II. Key	Environmental Infrastructure	All other environmental infrastructure being a part of SP solution and not considered as critical.	• Within 30 minutes

5.28.1 Service Levels:

Service Levels will include **Availability measurements & Performance measurements**. Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the SP at the end of every month containing the summary of all incidents reported and associated SP performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Audits: Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

Availability Measurement

	Type of Infrastructure	Measurement	Expected Service Level
Critical	Links between DC – NS & NS –DR	Availability of links	99.99%
Critical	Environmental Infrastructure	Availability of Critical Environmental Infrastructure Elements.	99.99%
key	Environmental Infrastructure	Availability of Key Environmental Infrastructure Elements	99.99%

5.28.2 Performance Measurements:

Performance measurements will normally be done on monthly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies. SP representative will assist Bank in performing Performance Measurements.

Measurement	Expected Service Level	Expected Service Level
Down time for servicing (excluding all links)	Each planned down - time for servicing (up gradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the Bank	99.99%

5.28.3 Penalty Charges

Inability of the solution (entire Infrastructure provided by the SP for example AC, UPS, DG, Power etc.) to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) detailed under the above clauses would result in breach of contract and would invoke the penalty clause. All individual elements under respective level and type will be aggregated to arrive at the service level.

For Near DR Site and hardware Infrastructure Uptime

SLA compliance (quarterly basis) - A	Penalty Amount (X)=Total cost of hardware plus quarterly hosting cost
A >= 99.99 %	No penalty
99.90 =< A < 99.99	10% of X
99.80 =< A < 99.90	20% of X
99.70 =< A < 99.80	30% of X
99.60 =< A < 99.70	40% of X
99.50 =< A < 99.60	50% of X
A < 99.50	No amount to be paid for the quarter

The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.

Service Level Definitions for Links between DC-Nearsite & Nearsite-DR

System availability is defined as: $\{(\text{Scheduled operation time} - \text{NS IT infrastructure downtime}) / (\text{scheduled operation time})\} * 100\%$ Where as:

1. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
2. "IT infrastructure downtime" subject to the SLA, means accumulated time during which the DC IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its customers log a call with the SP help desk of the failure or the failure is known to the SP from the availability measurement tools to the time when the System is returned to proper operation.
3. The business hours are 6 AM to 11 PM on any calendar day the Bank's branch is operational. The SP however recognizes the fact that the Bank may require to access the facility beyond the business hours.
4. Critical and Key infrastructure of Data Center will be supported on 24x7 basis.
5. Outage shall commence when each or either fails.
6. If any one or more of the components defined in "Critical" at the Data Center Facility are down resulting in non-availability of Banking solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.
7. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.

LEVEL	Type of Infrastructure	Function / Technology	TYPICAL RESOLUTION time
I. Critical	Environmental Infrastructure	<ul style="list-style-type: none"> ➤ Links between DC & Near site. ➤ Links between NS & DR during DR drill / DR failover. 	Within 10 minutes
II. Key	Environmental Infrastructure	Links between NS & DR	Within 30 minutes

5.28.4 Service Levels:

Service Levels will include **Availability measurements & Performance measurements**. Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the SP at the end of every month containing the summary of all incidents reported and associated SP performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting. Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

Availability Measurements

Level	Type of Infrastructure	Measurement	Expected Service Level
Critical	Links between DC- NS (All links)	Availability of links	99.99%
Critical	Links between DC- NS (only fibre of alternative data link)	Latency at all the times with full load	Less than 2 millisecond
Key	Links between NS -DR	Availability of Key Environmental Infrastructure Elements	99.99%

5.28.5 Performance measurements

Performance measurements will normally be done on monthly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies. SP representative will assist Bank in performing Performance Measurements.

Note: The latency (with full load) of links between DC & NS sites should be always less than 2 milliseconds as this will be used for the synchronous replication. If the latency is more than 2 milliseconds then this will be treated as the unavailability of the link and penalty will be calculated.

5.28.6 Penalty Charges

Inability of the links to deliver the required functionality at performance levels expected & detailed under the above clauses would result in breach of contract and would invoke the penalty clause.

For links uptime (all the links)

Availability	Penalty
A >= 99.99%	No penalty
99% =< A < 99.99%	10% of the total cost for the concerned quarter
98.5%=<A<99.0%	20% of the total cost for the concerned quarter
98.0%=<A<98.5%	30% of the total cost for the concerned quarter
97.0%=<A<98.0%	40% of the total cost for the concerned quarter
95.0%=<A<97.0%	50% of the total cost for the concerned quarter
Less than 95% NIL	NIL

The penalty will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.

- There should be no unplanned downtime of more than 30 minutes during the peak business period (8 AM to 8 PM) and more than one hour during a period of 24 hours.
- Following will be excluded while calculating the down time:
 - Down time due to Bank issues.
 - Schedule down time for maintenance activity. Bidder need to inform about for schedule down time to Bank well in advance not less than a week.
 - Down time due to force measure like Earth quake, Natural calamities, Riots and major power outage.

5.28.7 Penalties for extended downtime

As business critical applications will be running on the Bank's network, any downtime will severely affect Bank's business causing substantial financial and reputation loss. Therefore, to avoid such losses, the service provider should take adequate steps to deliver the desired uptime. To ensure the desired uptime, following penalty will be imposed on bidder in addition to the SLA penalty mentioned as above.

Sl No	Details	Penalties
1	Link down for a period of 4 hours continuously in a day	Rs.10,000/- per day

However, the penalty will be maximum to the 10% of quarterly contact value. Banks reserves its right to recover this amount by any mode such as adjusting from any payment to be made by the Bank to the Company.

Fault reporting, trouble ticketing and call closure procedure

- The Bank personnel or Bank's Network Integrator shall notify the bidder HELPDESK to report a Service Outage or procedure provided by bidder. The bidder HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.
- Down time of the link will start from the booking of trouble ticket and up to closer of the ticket.
- Upon opening of a Trouble Ticket, bidder shall investigate the reported service outage and shall promptly rectify the same.
- In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Bank, before taking the equipments in maintenance.
- Any call, which is not resolved within 15 minutes of reporting, must be informed to Bank. The bidder needs to provide the reason for problem not getting resolved and expected time of resolution of the problem to the designated officials of Banks.
- Bidder shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the Bank.
- Upon such rectification, bidder shall communicate the same to the Bank and close the Trouble Ticket. Bidder shall ensure that call closure is done after Bank's acknowledgement.
- The service window for all the calls shall be 24x7x365 days.



Eligibility Criteria Compliance

Sl. No.	Criteria	Complied (Y/N)
1.	The Prime bidder should be a Company/Firm registered in India under Companies Act 1956 since last five years as on RFP submission date.	
2.	The prime bidder should have an annual turnover of at least Rs. 75 Crores per annum for last 3 financial years (i.e. 2012-13, 2013-14, and 2014-15)	
3.	The Bidder should be a profit making entity (profit after tax) in the last three financial years i.e. 2012-13, 2013-14, and 2014-15.	
4.	The proposed Near DR site should be within 25 km from Bank's existing Data Centre (Tata Telecommunications Data centre, Sanjay Nagar, Bangalore)	
5.	The proposed Near DR should be of at least tier-III standard.	
6.	The bidder/consortium partner should be in Data Centre Co-hosting business for a minimum period of 5 years.	
7.	The prime bidder/consortium partner must have provided DC or DRC or Near DR site co-hosting facility to at least 5 organizations in India, out of which at least one (1) should be of Public Sector Bank. Of the above, at least two (2) organizations DC or DRC or Near DR site co-hosting facilities should be presently in functional state at the proposed data centre site for the last 1 (One) year	
8.	The Prime bidder should be an OEM or authorized supplier of OEM of the proposed storage, server and other hardware. The bidder should have back to back arrangement with the OEM for AMC/ATS for achieving the required SLA.	
9.	The prime bidder/consortium partner should have at least two of the below certifications /compliance document for the proposed DC site (sl no i is compulsory): 1. ISO 27001 or BS 7799 – 3 Certified (Compulsory) 2. NFPA 70 & 75 3. IS 1893:1984 Seismic Compliance 4. TIA 942 compliance (for at least two of the following –	

	Architectural, electrical, cooling and network.)	
10	The prime bidder / consortium partner should be a National Long Distance (NLD) Operator having valid NLD license and the bidder to ensure that the license remains valid for at least the next five years from the date of RFP.	
11	The prime bidder / consortium should have provided Dark fiber/fiber channel link of 1 Gbps or high capacity to minimum 2 organizations.	
12	The proposed Near DR site facility provided to the Bank under this RFP must be owned premises or leased premises prime bidder/consortium partner. However the IT Infrastructure should be an owned one and not shared. In case of leased premises, an unexpired lease period must be for 5 years from the RFP response due date.	
13	The Prime bidder / consortium partner shall not be under a declaration of ineligibility for corrupt and fraudulent practices/ blacklist issued by the Govt. of India / State Governments / Regulatory Agencies/Financial organization.	
14	The bidder should have provided Dark fiber/fiber channel link of 1 Gbps or high capacity to minimum 2 customers in last 5 years.	
15	The proposed Near DR site facility provided to the Bank under this RFP must be owned premises or leased premises. However the IT Infrastructure should be an owned one and not shared. In case of leased premises, an unexpired lease period must be for 15 years from the RFP response due date.	

Specifications of Hosted datacenter

SL. No.	Technical requirement	Compliance (Yes / No)	SP's comments
1	Space to occupy min. 2 racks of any type i.e. 44U, 42U, 36U etc.		SP to provide the clear space area considered for the Bank in the SP comments column
2	The data center should have a load bearing capacity of minimum 750 Kg/ Sq mtr		
3	Freight Lift - The data centre should have a high capacity freight lift for ease of movement of Servers and High density Hw devices		
4	The server room area should have a raised floor height of 2ft		
5	The server hall height from raised floor to false ceiling should be at least 8ft		
6	Diesel Tanks (for generators) - The data centre should have high capacity diesel tanks for ensuring 24 hour power backup with contracts for fuel supply on demand		
7	The design for cooling infrastructure at the data centre should be in line with standard guidelines to support high density cooling needs		
8	Redundant computer room air conditioning (CRAC) units to facilitate High density cooling needs		
9	The temperature in the server hall should be maintained at 20 +/- 5degC		
10	The humidity at the data centre should be maintained at 50 % +/- 5% RH.		
11	The server halls should have advanced fire detection & suppression system through systems like VESDA & FM 200 /FE 227 respectively		
12	The data centre should have microprocessor based system to detect water leakage within a short period of time		
13	The data centre should have electronic rodent control systems with operability on varied frequency range		
14	A separate Cage dedicated for the Bank within the server room / Hall area		
15	Access card entry for the caged area		
16	Biometric Access to the common entry to the		

	Server room/ Hall area should be available		
17	Security for the building to be available 24*7 at the entry / exit levels.		
18	Power should be available from two different power sources.		
19	Two separate power paths from the UPS to be provided to the server / network communication room		
20	UPS should be configured in redundant mode		
21	32 amps and 64 amps power sockets (as per requirement) will be made available by SP		
22	Separate power meter should be provided to bank		
23	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover Bank's Server caged area and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept for at-least one month.		
24	The infrastructure should be of tier-III standard.		
25	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage		
26	Smoke detection and fire suppression for the building to be available		
27	Telecom junction box, multiplexers of various service providers to be available in and around the building		

Undertaking

The Deputy General Manager (IT & 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

यूको बैंक  UCO BANK

For.....

(Signature and seal of authorized person)

Place:

Date:

Format of Bank Guarantee (EMD)

To,

The Deputy General Manager,
IT, BPR & BTD (e-Banking & m-Banking)
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block,
Sector-I, Salt Lake,
Kolkata – 700064

Dear Sir,

In response to your invitation to respond to your RFP for Implementation of Near DR Site, 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. 30 Lacs (Rupees Thirty 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 **Thirty 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. 30 Lacs (Rupees Thirty 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.

Manufacturer Authorization Form

To,

The Deputy General Manager (IT, BRP & BTD)
Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake
Kolkata-700 064

Dear Sir,

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

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

Yours Faithfully

Authorised Signatory
(Name:
Phone No.
Fax
E_mail)

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

Specification for Storage Area Network (HP make)				
S. No	Item	Specifications	Complied/ not-Complied	Remarks
1	Storage System (Rack mountable storage system)	<ul style="list-style-type: none"> ➤ The storage array should support industry-leading Operating System platforms including: Windows 2008, Windows Server 2012, OpenVMS, Solaris, HP-UX. ➤ Storage should be supplied with all required licenses. ➤ The storage array should support multiple clusters of various operating systems mentioned above. ➤ The storage array should be based on end to end minimum of 6Gbps technology and should have no single point of failure ➤ The Storage Array should have a bladed switched architecture with separate front end boards (configured in pairs) and separate backend boards (configured in pairs). ➤ Offered storage array architecture shall be based on latest generation technology of minimum PCI-e 3rd generation (Gen -3) at-least for Front-end and Back-end ports connectivity for faster communication. ➤ The storage should be offered with 6 TB space and shall be scalable to minimum of 10 TB. ➤ Offered Storage shall be supplied with 16 x 400GB, SSD drives for production. ➤ Offered Storage shall support various SSD / flash capacity of 400GB / 800GB / 		

1.6TB / 3.2TB etc.

- There shall be no single point of failure into the array system including Power Supplies, Cache, Cache boards, Front-end Boards, Backend Boards etc.
- The storage array should be based on an internal cross bar architecture or switched architecture.
- The Storage Array must have a minimum of 16 x 8Gbps front-end FC ports for host connectivity.
- Offered Storage array shall also support ISCSI and FCOE ports.
- Storage Array shall support Raid 1, Raid 0+1, and Raid 5 with Dual Parity Protection.
- Storage array shall be offered with 64GB cache.
- Cache shall have de-staging feature to dedicated SSD / Flash module in case of power failure or power blackout.
- Storage array shall be configured with at-least 2 global hot spare drives and drives shall be applicable to entire array than disk shelves.
- The Storage system should be configured with GUI-based Storage Management Software Tools for Management. A single command console should be used for the entire storage system.
- The storage system should support non-disruptive component repair and hot replacement of Interfaces, Disk Controllers, Disk Drives, Cache memory cards, Power Supplies & Battery systems, Fan subsystems, Micro-code

- | | | | |
|--|--|--|--|
| | <ul style="list-style-type: none"> ➤ The storage system should support automatic detection of errors, error logging and notification. ➤ The storage system should support Pro-active maintenance – self monitoring, self diagnosing and wherever possible, self repairing features ➤ The storage system should support data replication from One storage system to another storage system without any server intervention. Required storage base replication license for replication from DC site to Near DR site should be configured from day 1. ➤ The Storage system should be configured with HBA Load Balancing & Auto Failover software. ➤ The Storage system should have storage management utilities that help in administering the storage. A single storage management console should be used for all storage management related activities. It should support the following: <ul style="list-style-type: none"> 1. A centralized extensive monitoring, configuration and management of storage components and its connectivity components via a single console. 2. Ability to monitor the status, performance and configuration with utilization. 3. Ability to collect, store and analyze storage performance data. 4. Should have the | | |
|--|--|--|--|

		<p>flexibility to allow the users to set up, enable, delete and remove remote copy volumes, repairs and internal hardware copy volumes.</p> <p>➤ Other Licenses Needed in DC Site – Storage based Replication License in DC site should be quoted as per solution requirement.</p>		
2	<p>Gigabit Fibre Channel Switches with necessary cables</p> <p>(4 numbers)</p>	<p>Switch to support the above storage with all the required cables and other accessories.</p> <p><u>Required number of the following</u></p> <ul style="list-style-type: none"> • 8Gb Short Wave B-Series SFP+ 1 Pack • B-series 8Gb LW 25km FC SFP 1 Pack compatible with SAN (DC & NDR) • Premier Flex LC/LC OM4 2f 15m Cbl • Rack Hardware Kit • 600mm Rack Stabilizer Kit • 42U 1075mm Side Panel Kit • 2.4m Jumper (IEC320 C13/C14, M/F CEE 22) • Other (if any) 		

Annexure-G

**Technical Specifications-Server
(Two Numbers)
Make: HP with HPUX 11iV3**

SI No.	Item	Specification	Complied (Y/N)
1	Form Factor	2U, to be rack mounted	
2	Processor	64 Bit RISC/EPIC Processor Based System with latest generation processor. Each server should be populated and configured with one processors (or higher) CPUs. The term "CPU" here refers to One physical socket which may be containing four or eight cores.	
3	Chipset	OEM make Server grade Chipset	
4	Mother board	OEM make Server class motherboard	
5	Memory	Min 16 GB DDR3. Should be upgradable upto 32 GB, 6-Slot Mem Expansion Board.	
8	Hard Disk	600GB SAS latest SAS/SCSI/FC Hot pluggable hard drives to be configure with RAID Card	
10	PCI Express Slots	Min Two numbers of PCI-e based dual Port 8 Gbps FC HBA Cards. The server should be configured with 2 numbers of PCIe Gen 3 slots	
11	Network Adapters	Dedicated 10/100 Ethernet port for Web based remote interface and remote console Server should have Quad-port 10/100/1000 BASE-TX LAN	
13	HBA's	two PCIe 2-port 8Gb FC SR (Qlogic) HBA	
14	DVD Drive	DVD-ROM Optical Drive	
16	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords	
18	Systems Management and diagnostics	Standard management features by Server OEM only	
19	Operating System	HPUX 11i Version 3, U.S. - English localization, HP-UX 11i v3 High Availability OE E-Del.	
20	Others	All the necessary tools & tackles, licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder. The bidder has to give part nos. of every component which will be cross verified by OEM.	

**Technical Specifications (Switch)
Layer 3 Managed Switch****Vendor's Name**
Ref: RFQ No.

MAKE		*		Please Specify	
MODEL		*		Please Specify	
SL. No	Specification Required	Offered Specification	Compliance (Yes/No)	Additional Information	
1	24 Gigabit port with redundant power supply				
	Redundant Power Supply System Support.				
	RS232/RJ-45 console port.				
2	32 Gbps switching fabric				
3	Shall support IPv4 and IPv6 from day one				
4	Command line interface management & SNMP compatibility.				
	Embedded support for Web based management using standard web browser				
	Single IP based Management required to manage up to 16 switches in a cluster irrespective of geographic location.				

Technical Specifications (Router)
Quantity (2 Nos)

MAKE		*		Please Specify	
MODEL		*		Please Specify	
SL No	Specification Required		Offered Specification	Compliance (Yes/No)	Additional Information
1	Fast Ethernet WAN ports- Four nos				
2	Throughput up-to 36 Mbps				
3	IPv6 Compliant				
4	Redundant power supply				

Technical Specifications (42 U Rack)**Quantity-(1 Nos)**

Sl No	Specification	Compliance (Yes/No)
1	19" 42 U Server Rack	
2	Floor Standing with Castors and Breaks	
3	Power Coated	
4	Made of Aluminum Extruded Frame Structure	
5	Tray for monitor	
5	Front Toughened Tined Glass and Rear Doors with Lock & Key	
6	Side Panels with Latches	
7	Fan tray with 4 Fans	
8	Vertical & Horizontal Cable Manager	
9	Power Strip (Both Indian & USA Standard type of socket)	
10	Front Panel Mounting Hardware	
11	AC mains 12 points vertical	
12	8 port KVM switch with foldable 17" TFT LCD monitor+104 keys Window Keyboard + Touchpad	
13	2 Tray for placing the network devices	

Commercial –Hosted Site**Commercial Bid Format [Floor space, seating space and power consumption]**

S. No.	Brief description of service	Qty	Unit Rate (INR)	Total (per annum) (X) (INR)	TCO for 5 years 5*X (INR)
1	Per Rack cost with all the tier 3 data centre facilities as per the scope	2 Rack			
2	Consumed power for racks - rate per unit.	As per requirement to support 1 rack			
3	Seating space (Optional)	1		Per person per annum	
One time charges (if any)					
Total Cost					

Total Cost for Five years (P):_____ (in Words)**Note:**

1. The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur for the project as mentioned in the scope of work.
2. The Commercial Offer shall be on a fixed price basis, changes in the taxes will be paid on actual basis.
3. There should not be any separate cost for each item.
4. All Bidders should specify in all inclusive prices, clearly giving the breakup of all taxes (including Service Tax). All invoices must clearly state this breakup also.
5. Unit price quoted above will be considered for future upgradations.

Place:**Date:****Authorised Signatory****Name:****Stamp:**

Note: Bidder has to clearly mention the details given above with the understanding of the project, Banks requirement, issues related to the project, risk involved in the project with the project implementation plan.

Commercial Bid Format Bandwidth Charges

Sl No	Type	Bandwidth Required									
		Year1		Year2		Year3		Year4		Year 5	
		Rate	Amt (A=Qty*Rate) (Rs)	Rate	Amt (B=Qty*Rate) (Rs)	Rate	Amt (C=Qty*Rate) (Rs)	Rate	Amt (D=Qty*Rate) (Rs)	Rate	Amt (E=Qty*Rate) (Rs)
Link between datacentre and Near DR 1 Gbps for the five (5) years											
1	Dark Fiber/Fible Channel link										
2	Dark Fiber/Fible Channel link										
Link between DR Site Kolkata and Near DR 40 Mbps the five (5) years											
3	Leased line										
4	Leased line										
5	One time charges (if any)										
Total											

Total Bandwidth Cost (A+B+C+D+E) for Five years (Q): _____
(In words)

Note:

1. For each of the above items provided the vendor is required to provide cost for every line item.
2. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
3. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
4. The quantity provided by the Bank is indicative and will be considered for bid evaluation purposes only. Bank will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.
5. Vendor to consider the Bandwidth requirement provided in 4.5.6 of RFP of the tender document and quote for year on year cost w.r.t Bandwidth requirement for each link
6. For items such as "One time charges", the vendor shall only provide for the costs for year 1.

Commercial Bid Hardware

SI NO	Hardware (With 3 year warranty)	Quantity	Total Price (Exclusive of Taxes) (A)	AMC (Yr 4) (B)	AMC (Yr 5) (C)	TCO (5 years) D=A+B+C
1	Storage with all connecting cables and other required license	6 TB raw expandable up to 10TB				
2	SAN Switch	4				
3	Server	2				
4	Network Switch	2				
5	Network Router	2				
6	Rack	1 (in order to accommodate the above hardware)				

Note: Please note that the taxes will be paid on actual

Total bid price (Column D): Rs _____
(Rupees _____)

- In case of discrepancy between unit price and total price, the unit price shall prevail.

We undertake that if our bid is selected/declared as L1, we agree to abide by the following and Bank has right to revoke our Bid Security of Rs. 20,00,000/- on non-compliance of one or both the below mentioned conditions.

- The above commercial offer is valid for at least 180 days from the last date for submission of Bids.
- The Hardware will be delivered within six weeks of placement of Purchase Order.

We understand that the Bank is not bound to accept the lowest or any bid the bank receives and Bank has right to accept or reject in part or full any or all the offers without assigning any reason.

Place: _____ Signature & Seal of Bidder _____

Name of the Bidder _____

Date: _____ Company Name/Business: _____

Commercial Bid Format
Summary of cost

SI No	Particulars	Amount
1	Total cost of Floor Space for racks+ Consumed power+ seating space + one time charges (if any) for Five years (P)	
2	Total bandwidth cost (inclusive of one time charges (if any) for Five years (Q)	
3	Hardware cost (Warranty for 3 years plus 2 year AMC) (R)	
4	Cost of Implementation of NDR (Synchronous replication between DC and Near Disaster Recovery site) (S)	
5	Other (if any) (T)	
6	Total cost for Five years (P+Q+R+S+T)	

Total Cost of Near DR site for Five years: _____
(In Words)

Note:

1. Service Provider quoting least Total Cost for Five years (P+Q+R) will be selected L1.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.
3. In case of discrepancy between the prices quoted in Figures and Words, the price quoted in words shall prevail.
4. If Summary totals are different from individual totals for rack space, consumed power & Bandwidth cost, individual totals will be considered.

We undertake that if our bid is selected/declared as L1, we agree to accept the proposal abiding all the terms and condition mentioned in the RFP. If on deviation or non compliance Bank has right to revoke our Bid Security of Rs.30,00,000/- (Rupees Thirty lac only). The above commercial offer is valid for at least 180 days from the date of opening of Bid. We understand that the Bank is not bound to accept the lowest or any bid the bank receives and Bank has right to accept or reject in part or in full any or all the offers without assigning any reason.

Date : _____ Signature of Bidder

Place : _____

Address: _____ Company Name _____

(Company Seal)

Undertaking to be given by the Bidders

To,

Deputy General Manager,
IT, BPR & BTD (eBanking & mBanking)
Department of Information Technology,
7th Floor, 3&4 DD Block, Salt Lake,
Kolkata-700064

Dear Sir,

Sub: Request for Proposal (RFP) for Implementation of Near Disaster Recovery
Site

We _____ having registered office at _____ do hereby
confirm that we will provide the services as per scope of work mentioned in the
RFP Document.

Place:

Date:

Authorised Signatory

Name:

Stamp:

NON-DISCLOSURE AGREEMENT**RFP Ref. No.: UCO/DIT/86/2016-17 Dated 06/04/2016****Date:xx/xx/ 2016**

We, _____, having Registered Office at _____, hereinafter referred to as the First party, are agreeable implementation of Near Disaster recovery (NDR) Site for UCO Bank , having its head office at 10 BTM Sarani, Kolkata – 700 001, hereinafter referred to as Second party and,

WHEREAS, the First Party understands that the information regarding Second party's Near DR Site shared by Second party in their Request for Proposal is confidential and/or proprietary to Second party, and

WHEREAS, the First Party understands that in the course of submission of the offer for the said NDR implementation and Services and/or in the aftermath thereof, it may be necessary that the First Party may perform certain jobs/duties on Second party's properties and/or have access to certain plans, documents, approvals or information of Second party;

NOW THEREFORE, in consideration of the foregoing, the First Party agrees to all of the following conditions, in order to induce Second party to grant the First Party specific access to Second party's property/information

The First Party will not publish or disclose to others, nor, use in any services that the First Party performs for others, any confidential or proprietary information belonging to Second party, unless the First Party has first obtained Second party's written authorisation to do so;

The First Party agrees that notes, specifications, designs, memoranda and other data shared by Second party or, prepared or produced by the First Party for the purpose of submitting the offer to Second party for the said Financial Inclusion Solution and Services, will not be disclosed to during or subsequent to submission of the offer to Second party, to anyone outside Second party

The First Party shall not, without Second party's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of Second party in connection therewith, to any person(s) other than those employed/engaged by the First Party for the purpose of submitting the offer to Second party and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Place:**Date:**

PROFORMA FOR DEED OF INDEMNITY

This Deed of Indemnity executed at On the _____ day of _____ 2015 by M/s Name of the vendor (hereinafter referred to as "the Obligor" or "Vendor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

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

NOW THIS DEED WITNESSETH AS UNDER:-

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

The obligator shall indemnify, protect and save the UCO Bank and hold the UCO Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney

fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the UCO Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the UCO Bank (and/or its customers, users and service providers) rights, interest and reputation.

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

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

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

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

1. the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the

contract period.

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

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

Signed and Delivered on behalf of _____)
by the hand of _____)
_____, the authorized official of the Obligor)

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

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

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

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

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

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

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

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

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

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

ii) This Bank Guarantee shall be valid upto and

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

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

NOTE:

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