

Request for Proposal (RFP) For AMC of Network Devices



UCO BANK
Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: DIT/BPR & BTD/OA/1932/2020-21 Date: 14/10/2020

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.

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ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below

Abbreviations	Description
SB	Successful Bidder
SLA	Service Level Agreement
CVC	Central Vigilance Commission
CBS	Core Banking Solutions
CCNA	CISCO Certified Network Associate
CCNP	CISCO Certified Network Professional
DC	Data Center
DR Site	Disaster Recovery Site
EMD	Earnest Money Deposit
EMS	Enterprise Management Services
EOD	End of Day
FMS	Facility Management Services
GUI	Graphical User Interface
MSME	Micro Small Medium Enterprise
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
BG	Bank Guarantee

CONTROL SHEET TABLE

Tender Reference	DIT/BPR & BTD/OA/1932/2020-21 Date: 14/10/2020
Cost of Tender Documents	Rs. 30,000/- (Rs. Thirty Thousand Only) + GST @ 18 %
Date of issue of RFP	14/10/2020
Earnest Money Deposit (EMD)	Rs. 40,00,000 /-(BG)(Rupees Forty Lakh Only)
Date of Commencement of Sale of Tender Document	14/10/2020
Pre Bid queries to be received only online at- hodit.proc@ucobank.co.in	On or before 19/10/2020 up to 4:00 PM
Pre bid Meeting and Venue	21/10/2020 at 11:30 AM at below mentioned address: UCO BANK, Head Office-2 Department of Information Technology, 5th Floor, "Conference Room", 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	16/11/2020 at 04.00 PM
Opening of Technical Bids	16/11/2020 at 04.30 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Address of Communication	Chief Manager (IT), Head Office-2 Department of Information Technology 7th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.proc@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-44559775/9770
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at **04:30 PM**. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

PART-I

1. INTRODUCTION

UCO BANK, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having 3000+ Domestic branches, two overseas branches and 2300+ ATMs (including Biometric enabled ATMs) spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution.

The Bank has set up a robust, scalable, secure Wide Area Network connecting its various branches and offices with its Data Centre (DC) at Bangalore and Disaster Recovery (DR) site at Kolkata. The Bank has MPLS network where branches are connected to MPLS cloud through various bandwidth provided by various network service providers. Similarly, Data Centre and DR Site connected through various backhaul links. DC-DR is also connected through high bandwidth network links. As on date, Head Office locations, Zonal Offices & most of the Branches and other locations are networked using MPLS Lines with a backup through MPLS/ VSAT link from other ISP.

The Bank is seeking technically complete and commercially competitive bids from reputed bidders for AMC of network equipment across the Bank wide area network at DC, DR site, Head Offices, Zonal Offices, and Branches (Domestic & International).

2. OVERVIEW OF TENDERING PROCESS

UCO Bank invites sealed tenders (Technical bid and Commercial bid) from experienced prime bidders with proven capability that has the experience in AMC of Network devices on Enterprise Wide Area Network (WAN). The Selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this RFP documents.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.

The Bids should be addressed to:

General Manager (DIT, BPR & BTD)
UCO Bank, Head Office-2
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata - 700 064

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on that day.

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

3. ELIGIBILITY CRITERIA

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

Sl. No.	Eligibility Criteria	(Proof of Documents required /must be submitted)
1.	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted.
2.	The bidder submitting the offer should have minimum average turnover of Rupees 100 Crores for the last three financial years i.e. 2016-17, 2017-18 & 2018-19. This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2016-17, 2017-18 & 2018-19.
3.	Bidder should have positive net worth for last three financial years (2016-17, 2017-18 & 2018-19).	Copy of audited balance sheet of the financial year 2016-17, 2017-18 & 2018-19.
4.	Bidders should have provided/providing Network hardware maintenance and support services to at least 1000 branches and core network devices of data center for minimum of two (2) PSUs/Govt. Organization/ Financial Institution /Scheduled commercial Banks in India during last three financial year preceded (Number of contracts may be more than one).	Copies of Work Orders/relevant document as proof, Completion Certificate for relevant submitted order/Purchase order.
5.	<p>The bidder should have a fully operational Call Center/ Centralized Help Desk where Bank can log a call through e-mail/telephone. All these modes for call logging should be available.</p> <p>The Bidder shall support directly or through their franchise / Authorized Support Partners (ASP) in PAN-India. The Bidder should be having support centers in location where Bank is having its Zonal offices. Bidder should submit the list of support centers mapped with Bank's Zonal Offices as on date of RFP.</p>	Copy of the details of Call Center/ Centralized Help Desk.

6.	The proposed bidder should have warehouse on its own/through partner in Kolkata, Bangalore and Mumbai	An undertaking from bidder/partner stating details of warehouse in Kolkata, Bangalore and Mumbai.
7.	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.
8.	The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against selected bidder by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.

The selected bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the selected bidder. 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 bidder independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

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

PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. INVITATION FOR BIDS

This Request for Proposal (RFP) is to invite proposals from eligible bidders for AMC of Network Devices. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. DUE DILIGENCE

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

3. TENDER DOCUMENT & FEE

A complete set of tender document can be obtained from the below mentioned address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 30,000.00 (Rupees thirty Thousand Only) with additional GST @18% of Tender document Cost (Please quote your GST number)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also download 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. 30,000.00 (Rupees thirty Thousand Only) with additional GST @18% of Tender document Cost (Please quote your GST number)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch	UCO Bank Head office, Department of Information Technology 3&4 DD Block, 7 th floor, Salt lake City,

4. EARNEST MONEY DEPOSIT

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of Bank Guarantee having validity period for 180 days from the date of opening of Technical Bid in the format given in **Annexure E**. The EMD amount is Rs **40,00,000/- (Rupees Forty lakh Only)** issued by any scheduled commercial bank operating in India.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD will not bear any interest and EMD made by the bidder will be impounded if:

- a. 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, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or .
- c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. In case the successful bidder fails in the following:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA)

5. REJECTION OF THE BID

The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b) It is received through E-mail.
- c) It is received after expiry of the due date and time stipulated, or such extended time as stipulated by the Bank, for bid submission.
- d) Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e) Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g) The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- h) Non-submission of Pre Contract Integrity Pact as per format given in **Annexure – R.**

6. PRE-BID MEETING

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

Only authorized representatives, not more than two, of the bidder will be allowed to attend the Pre-bid meeting.

7. MODIFICATION AND WITHDRAWAL OF BIDS

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

8. INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending

contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. CLARIFICATION OF OFFER

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

10. LATE BIDS

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

11. ISSUE OF CORRIGENDUM

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

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.

13. 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.

14. SELECTION PROCESS

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

Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder(s).

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.

16. NO LEGAL RELATIONSHIP

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

17. CANCELLATION OF TENDER PROCESS

- a. UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.
- b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

18. 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.

19. NON-TRANSFERRABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

20. ADDRESS OF COMMUNICATION

Offers / bid should be addressed to the address given in bid control sheet.

21. PERIOD OF BID VALIDITY

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

22. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

23. OTHER TERMS AND CONDITIONS

- a. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

24. ERRORS AND OMISSIONS

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

25. ACCEPTANCE OF TERMS

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

26. 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.

27. 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.

28. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid.

29. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

30. LANGUAGE OF BIDS

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

31. AUTHORIZED SIGNATORY

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

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 certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

32. SUBMISSION OF OFFER- THREE BID SYSTEM

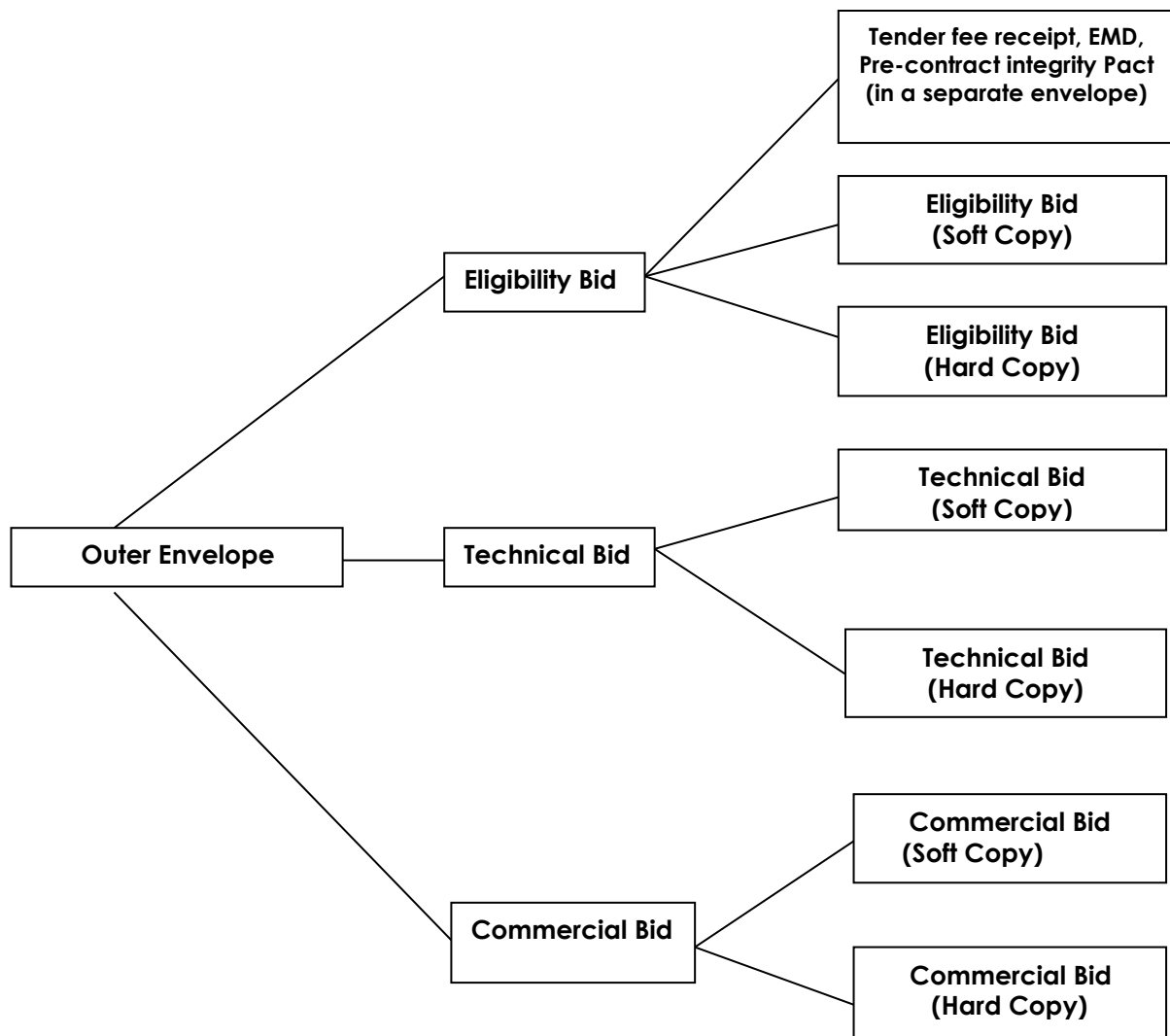
Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - **RFP for AMC of Network Devices (Eligibility Bid)**, -- **RFP for AMC of Network Devices (Technical Bid)** and -- **RFP for AMC of Network Devices (Commercial Bid)** respectively should be put in a single sealed outer cover duly sealed and super-scribed as- "**RFP for AMC of Network Devices** "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 Control Sheet Table, on or before the date specified therein.

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

- Name of the Bidder
- Bid Reference No.
- Type of Bid (Eligibility or Technical or Commercial)

The Eligibility and Technical Bid should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices. The Eligibility and Technical Bids must not contain any price information otherwise BANK, at its sole discretion, may not evaluate the same. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidders. The Technical bid should have documentary proof in support of Eligibility Criteria and all the Annexures as per RFP document.



Bidder to ensure that Soft copy of the bids submitted, should contain each and every document submitted in the original bid documents.

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

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

Note:

- 1 If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or

premature opening.

- 2 The commercial offer (Hard Copy) should contain all relevant price information.
- 3 **All pages and documents in individual bids should be numbered as page no. (Current Page. No) of page. No - (Total Page No) and should contain tender reference no. and Bank's Name.**
- 4 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 5 If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- 6 If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- 7 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.
- 8 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.
- 9 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.
- 10 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.
- 11 The Bidders will have to guarantee availability of comprehensive support of entire infrastructure including future upgrades to the bank for the solution for the contract period. In case takeover/amalgamation/merger of Vendor Company, Service level agreements (SLAs) and other commitments entered into with the Bank will be continued with the new entity, bidders to submit an undertaking to this effect.

33.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.

34.ISSUE OF CORRIGENDUM

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

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

Part –III

BID OPENING AND EVALUATION CRITERIA

There would be three (3) stages for evaluation process. The Stages are:

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

1. 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. A detailed techno-commercial evaluation would be undertaken for eligible bidders.

2. Technical Evaluation

In Technical evaluation process, the technical bid of only eligible bidders would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV and Technical requirements as per Annexure – L. The Bidder should comply all points in scope of work in Part IV and all technical requirements in Annexure – L.

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

3. Commercial Evaluation

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

- a. The **Bill of Material** must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Proposal, except that the Technical Proposal should not contain any price information (**Annexure- L with Prices masked**). Technical Proposal without **masked Bill of Materials & masked Commercial Template** will be liable for rejection. Any deviations from the Bill of material/ non

submission of prices as per the format shall make the bid liable for rejection.

- b. The L1 Bidder will be selected on the basis of the amount quoted for proposed solution quoted by them as per **Annexure-M**.
- c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- d. 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.
- e. In case there is a variation between numbers and words; the value mentioned in words would be considered.
- f. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

4. SHORTLISTING

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

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

- a) The TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Three year period starting from the date of Purchase order.
- b) 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.

- c)** In case there is a variation between numbers and words; the value mentioned in words would be considered.
- d)** In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

Part –IV

SCOPE OF THE WORK

- a)** The locations of support will be all locations where the Bank has Data centers (DC-Bangalore & DR-Kolkata)/ Branches (Domestic and overseas)/ Offices/ATMs/e-Lobby. This contract covers all Offices of Bank, existing and those Offices that may be opened in future to the extent of applicability of the Contract.
- b)** The network equipment covered under this contract are of various brands/makes/models
- c)** The contract covers all equipment used for computerized operations of the Bank in an Office for which warranty has been expired generally classified as Network equipment's and individually named in Annexure-L to this RFP. However, any equipment that is not part of the annexure can be made part of this contract during the currency of the contract at the discovered price.
- d)** The bidder needs to mandatorily backline all equipment/products/ components/software-upgrades/IOS etc. with the respective OEMs for support & service.
- e)** The comprehensive AMC includes network device shifting during Branch/offices shifting for approximately 100 locations annually, replacement of network devices necessary for keeping the equipment useable and free from any defects, any scheduled or unscheduled call for corrective and maintenance services and taking appropriate measures/steps on time to set right the malfunctioning of the equipment.
- f)** The Bidder shall extend all type of support to Bank's designated Network Service Integrator (SI) and shall liaison with them for timely lodgment of complaints/ all required configurations/configurations changes/ troubleshooting/ upgradation/ updates / replacement of equipment etc., if required (during the contract period).
- g)** The selected bidder should submit the monthly Reports on RMA (return material authorization), Network Uptime activity of the network equipment's in the prescribed format provided by the bank.
- h)** Bidder should be able to log direct call with the proposed OEMs. All technical related issues including configuration support and breakdowns related

troubleshooting shall be handled by bidder directly with the OEM and OEM should provide direct Level TAC support to Bank. A Undertaking need to submitted on OEM letter head stating that all the technical related issues can be raised directly by bidder with OEM and OEM will provide direct TAC support to Bank.

- i) Bank should also able to raise complaint(s) directly to selected bidder/OEM by web/email or over phone 24X7 during the contract period without any dependencies. Bidder should provide complaint lodgment mechanism.
- j) Any downtime for maintenance shall be with prior written permission of the Bank.
- k) The selected bidder shall arrange for services of qualified service engineers having knowledge of both hardware and software, acceptable to Bank at the time of support for trouble shooting, repair and replacement of all kits or parts and spare parts and to render such other support services, as may be necessary for satisfactory functioning of the EQUIPMENT. No charges, fees accommodation, boarding, etc., shall be paid or provided by Bank to the service engineer or his assistants, if any.
- l) Migration of Policies and all other configurations of the existing network devices to the new network device in case of Failover – in such condition Bank's network SI shall do the same, however, selected bidder has to co-ordinate with Bank's SI for completion of the activity.

Audit & Compliance

- a) The Bidder shall provide all patches and updates from OEMs during the duration of the contract.
- b) The Selected bidder shall track and update the OS/IOS/Patches/Software/Firmware/Signatures/Patterns etc. in the network devices as and when new updates / upgrades / advisory of new OS/IOS/Patches/Software/Firmware/Signatures/Patterns etc are released by Original Equipment manufacturer (OEM) or competent authority or competent organization or Bank during the validity of the contract period within four week from the release of advisory without any additional cost to bank.
- c) Mitigate various audit points, Compliance and Mitigation of VA/PT points at no cost to the Bank within four week as and when any advisory released/suggested by competent authority/organization/Bank at any point

of time during the validity of the contract period in co-ordination with Bank's Network SI.

Inventory & asset verification

- a) The list of equipment covered under this contract will be provided to the Selected bidder. However, any equipment unintentionally included or excluded will be excluded or included within **3 months from the date of engagement**. The inventory of IT Equipment for any inclusion or exclusion will be collected and reported by the Selected bidder within 3 months from the date of engagement. Any network device if left out during the data collection/correction to be included by the selected bidder without any additional cost to bank.
- b) The Bank will provide inventory of assets with probable error of about +/-5%. The AMC selected bidder shall within a 3 months' period identify physical assets and match with the inventory provided. As and when, a service call is logged for one equipment not included in the asset list, the AMC selected bidder will attend to the fault and resolve the service call. That equipment will be included in the inventory under AMC from the effective current Financial Year or the date after the expiry of warranty/AMC whichever date falls late and AMC charge will be calculated and paid from such date.
- c) Network devices which are under warranty, selected bidder to ensure back lining with the OEM for providing the support.
- d) The Selected bidder shall use Asset ID or Serial number for logging service calls. On regular basis bidder need to update the inventory of network devices and inform Bank.
- e) The consolidated inventory of device details including Branch name, address etc. will be provided at the time of signing Service level agreement.

Helpdesk Services

The Bidder shall undertake to maintain highest service standards as per industry practice. The Bidder shall arrange for qualified resident engineers (Graduates, IT Diploma Holders, Microsoft / Network certified engineers) with at least two years' experience in network/ LAN etc. support to meet the pre-defined & agreed service levels. To ensure smooth functioning of the operations, personnel with appropriate skills, aptitude and experience shall be deputed at Bank offices.

The Bidder shall submit complete details such as resume, photograph of engineers, Identity card to be deployed at Bank. The Bidder shall ensure referral check (Police Verification) for all their personnel deployed at Bank offices. Bank reserves the right to accept / reject the proposed personnel.

- a. The Bidder shall possess professionally skilled personnel / resources for providing Annual Maintenance and Facility Management services to perform its obligations under the Bid and this Contract.
- b. Bidder shall adhere to the standard practices for the services and shall provide support to all licensed software / applications of Bank including installation and troubleshooting.
- c. Bidder shall have training facility on technical and communication skills & shall be able to provide training to the end users whenever required.
- d. The service timings shall be 24 X 7 X 365.
- e. In case the Bank desires to shift any IT equipment under the AMC/FMS cover from one place (branch/office) to another, the bidder shall make an engineer available for dismantling, pre-shifting inspection, post-shifting inspection, installation etc.
- f. The Bidder shall have to work in co-ordination and parallel with other selected bidders to ensure timely resolution of the issue reported by Bank within the agreed SLA.
- g. The Bidder shall be responsible for any mishap or accident or untoward incidence during the maintenance of computer hardware and other devices which may occur due to negligence / default on the part of the Bidder or its staff deployed at the Bank's premises.

Reporting and tool monitoring

- a) Selected bidder must bring in a tool which will help bidder or Bank officials to raise ticket by way of mail, call or phone. The tickets (related to complaints) must go through a logical flow and end. Tool should have the capability of capturing SLAs, record breach of SLA, provision to escalation, Reports should be available for the bank users and management.
- b) The service management tool should have capabilities to carry out activities, including, but not limited to, Incident management, Asset discovery and

license management, Deployment management, Workflow engines to manage processes, Configuration management, Automated ticket generation and assigning, Reporting tools(including dashboards, score cards etc.), service level management.

Annual Maintenance (AMC)

AMC Support services include but not limited to the following:

- a)** Onsite Comprehensive AMC of all applicable network devices mentioned in this RFP on yearly basis.
- b)** Arranging for the replacement of defective equipment / faulty parts (due to whatsoever reason) of Routers, switches, modems, firewalls etc. (as per this RFP) on time basis as per SLA and the necessary coordination with Bank's SI and OEM for the same during the whole contract period.
- c)** During AMC, it will be mandatory on the part of the supplier to attend and resolve breakdown calls if any, as per the parameters/ time-frame defined in the "Service Level Agreement". The bidder shall be responsible for non-compliance of SLA, due to delayed replacement of defective equipment /faulty parts/ software upgrades.
- d)** The bidder will attend to all breakdowns (due to whatsoever reason) in the Equipment/Systems and rectify problems thereof and replace the faulty components. Such replacements will be free of cost on exchange basis. In the event the maintenance/ repair of any unit is to be carried out at any of the workshops, the bidder shall make all arrangements for removal and transportation of equipment to the respective workshop and back to site at their risk and cost and will hand over the equipment in 100% working condition after repair/maintenance/rectification.
- e)** Bank may procure & install new component(s) as a part of up gradation of existing system. In such cases, the original equipment (less new components) will continue to be governed by the AMC agreement and the new equipment(s) procured shall be covered under AMC on expiry of warranty period.
- f)** The bidder shall have to handover the system in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be

corrected by the bidder before handing over to Bank or its authorised partner.

- g) For on-site comprehensive maintenance of equipment, the tools, test equipment and fixtures etc. required (if any) for maintenance shall be provided by the bidder only.
- h) The selected bidder shall guarantee a network uptime of 99.5% for non-critical network devices and 99.9% for critical network devices during warranty and also during AMC which shall be calculated on monthly basis, barring scheduled and mutually agreed upon downtime for maintenance or training purposes. That is, the system should be up and available to the Bank personnel on all working days with an uptime of 99.5% for non-critical network devices and 99.9% for critical network devices. The selected bidder shall provide call log-in procedure, preventive break down/corrective maintenance during warranty and AMC. The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Router/Switch/Modems/Firewall etc. (devices as per this RFP). "Restoration" is the condition when the selected bidder demonstrates that the Router/Switch/Modems/Firewall etc. (devices as per this RFP) is in working order and the Bank acknowledges the same.

The percentage uptime is calculated on monthly basis as follows:

$$\frac{\text{(Total contracted hours in a month – downtime hours within contracted hours)}}{\text{Total contracted hours in a month}} \times 100$$

If the monthly uptime is below 99.5% for non-critical network devices and 99.9% for critical network devices, the Bank shall deduct a penalty @ 1% of monthly AMC payment cost of defaulted equipment at location/ site for every 0.01% or part thereof reduction in the uptime.

AMC will be entered into by the Bank, at its sole discretion.

Bank at it's discretion can terminate the AMC contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on pro-rata basis, for the service rendered shall be payable.

The list of Network IT equipment's to be covered under comprehensive AMC is given below. It shall be noted that the list is indicative & the Bidder should include any other IT asset / service, which is necessary to meet the end objectives of Bank as detailed in this section.

** The unit rates quoted for the IT equipments covered under AMC shall apply for any additional equipments shall be covered under AMC during the currency of the contract on pro-rata basis.

All configuration calls should be resolved by next business day. Any delay in the same will have a penalty of 0.25% of the AMC cost of the equipment per day of delay.

S. No.	Uptime of Equipment computed on Quarterly basis	Penalty as a percentage AMC Cost of the device
1	98% to 99%	0.50%
2	97% to 98%	1.00%
3	95% to 97 %	2.00%
4	90% to 95 %	5.00%
5	< 90 %	10.00%

Maximum Cap on penalty will be limited to the extent of 10% of the PO Value of such defaulting/delayed deliverables/services. In case both the incidents occur at the same time higher of the 2 penalties will be levied.

Migrations from existing AMC/Warranty

- a) That equipment under warranty of equipment supplier will be automatically transferred to be operative under this contract from the date after expiry of warranty.
- b) Any equipment which has not been included/excluded in the list provided, Bank can provide a new list of assets with variation of +/- 5%.

MISCELLANEOUS

- a) Selected bidder should provide a dedicated onsite Project manager or capable resources for service call monitoring, handling escalated /urgent calls, schedule of engineer and report sharing.
- b) Whenever Bank raises a branch shifting requests, selected bidder should arrange an engineer on time to shift and mount the equipment irrespective of device warranty status (transporting not included). The respective selected

bidder should ensure that the equipment is working as normal in the new premises.

- c)** Based on the urgency and priority of call (which results on potential risk or operational issues for bank), selected bidder shall provide necessary support on non-banking days also.
- d)** In the event of breakdown due to hardware defect, the Selected bidder is liable to repair and maintain and keep the equipment up and running enabling the Bank to make use of the equipment.
- e)** A logbook in physical form as well as in electronic form shall be maintained in which the Selected bidder shall record all the complaints related to network devices and submit daily reports with status of calls (structure and information required will be shared by bank), custom reports (as when required) with all along with root cause analysis (RCA).
- f)** The selected bidder shall provide a Tool or Portal where Bank or Bank's network SI can electronically lodge, track the details of service calls logged, movement of device, estimated time for resolving the issue, engineer's details etc. and detailed asset inventory reports.
- g)** Selected bidder should initiate monthly review (with delivery manager) in bank premises to discuss the service related issues, scope for improvement, status and road map for pending calls.
- h)** If bank requires additional services invoice shall be produced the bank upon the mutually agreed conditions and rates.
- i)** If, as part of repair and maintenance to make use of the equipment by Bank, loading or reloading or configuring of any software or operative system, using one in a movable medium or one downloadable from a website, is required, that activity will be part of this contract.
- j)** In case software must be installed, the Selected bidder will not install a pirated copy in any circumstances. The Selected bidder will ensure the originality and licensed version of the software/OS/IOS.
- k)** Backup/Recovery of data/information/configuration shall be taken care of where data loss is expected by removal of a part of equipment or replacement by spare.

- l) The selected bidder shall ensure that all the devices are up and running by loading any specific configuration/drivers/OS/IOS/patches etc.
- m) The contact details for registering complaint/service calls, escalation matrix and single point of contact should be provided by the Selected bidder and the same will be part of this agreement.
- n) Whenever banks requests for call report for scrutiny or verification Selected bidder shall furnish scanned/original copy within 2 days.
- o) In the implementation of the contract, the Selected bidder and its employees shall at all the times comply with and abide by the security policy of the Bank in so far as the same may be applicable to or in respect of the works and the provisions of the contract.
- p) Depending on the sensitivity and criticality of the services/data provided, the Bank will consider commissioning a review of selected bidder's internal control structure for ensuring that any Selected bidder should comply with the Bank's IS Security policy, outsourcing policy, etc., whenever applicable.
- q) Selected bidder should monitor and upkeep the Ticketing tool on all bank working hours. There should not be any discrepancies/errors in the ticketing/service tracking portal.
- r) The selected bidder should provide a dedicated engineer(s) or resource(s) having a minimum experience of 1 year in the field of Leased line/MPLS management with Degree/Diploma & CCNA/CCNP certification for network service call monitoring, handling escalated /urgent calls, schedule of engineer and report sharing.

Response Time & Resolution Time

Response Time is defined as time required for Selected bidder's maintenance engineers to report after a request call / e-mail/web lodge is made. The maximum response time for a maintenance complaint shall not exceed the timeframe depending upon the gravity of location/site from the receipt of such communication.

Resolution time -

- BH means Business Hours
- Business Day / Business Hours means 10:00 am to 4:00 pm on all working days as per Bank's calendar and except any local holiday to the Bank's office

- NBD means Business Hours in Next Business Day after the day of reporting
- NBD+1 mean NBD plus one Business Day and so on...

- The resolution time shall be calculated from the time in which the call is logged with the selected bidder.
- The resolution time is classified based on where the bank's office/branch is located.
- The Selected bidder shall provide standby equipment having capability equivalent or higher to the replaced one and without compromising service functionality of device, ensuring no breach of the downtime specified below for each category of equipment.
- The resolution time will start from the service call/Email communication/ticket is raised from Bank or Bank's network SI. Bank expects selected bidder to resolve the issue permanently or provide standby equipment within the time specified below.
- Bank will not be responsible for multiple channel communication delays including non-reception of tickets, inaccessibility of Email /tool etc. while logging issues with the selected bidder.
- The Selected bidder should keep 99.5% uptime (monthly) for non-critical network devices and 99.9% uptime for critical network devices uptime (monthly) of the network devices during the period of contract. Continuous failure cases for more than four hours at DC & DR should be brought to the notice of the bank with explanations.
- In case of network equipment failure at the DC/DR/treasury/overseas, selected bidder should arrange an engineer with the spare equipment of same make & model within 4 hours of reporting the failure. Spare equipment should be replaced with RMA (return material authorization) device within one week of reporting the failure.

ON SITE MANPOWER

	Senior Resource (Head Office-2, Kolkata)	Resource (L1) (24 X 7) (Head Office-2, Kolkata)
Core Device Management	1 (10.00 am to 7.00 pm)	1 seat
Other Than Core device		
Total Resource	1	3

PART-V

1. ORDER DETAILS

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

2. ADOPTION OF INTEGRITY PACT

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

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

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

warranty/guarantee. Format of IP is attached as **Annexure – R** for strict compliance.

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

3. PRELIMINARY SCRUTINY

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

4. SINGLE POINT OF CONTACT

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution at Kolkata during contract period after the acceptance of the hardware and software. In case of any failure of Hard Disk or any other components during the warranty period then the Bidder shall replace such components immediately.

5. INDEPENDENT EXTERNAL MONITOR (S)

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

- i. Shri S. R. Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com
- ii. Ms. Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,

- a. The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per Annexure – R.
- b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- f. The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- g. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- h. The Monitor will submit a written report to the designated Authority of Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should the occasion arise, submit proposals for correcting problematic situations.

6. **CONTRACT PERIOD**

The contract period will be for a period of **Three Years** from the date of Agreement (SLA). Bank reserves the right to extend the contract for a further period on mutually agreed terms and conditions.

The performance of the vendor shall be reviewed Quarterly, if not found satisfactory, Bank may terminate the contract at its sole discretion by giving three months' notice without assigning any reasons. However, bank shall pay valid payment for the services rendered till the date of termination.

Any offer falling short of the contract period is liable for rejection. The vendor however shall keep the price valid till the contract ends.

7. PERFORMANCE BANK GUARANTEE

The vendor, within **30 days** from the date of purchase order will have to furnish a Performance Bank Guarantee, format as per Annexure-C of the RFP, issued by any scheduled commercial bank equivalent to **10% of the total cost** of the Project (TCO)/Order value valid for **3 years with 3 months** additional claim period from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels or in the event of non-performance of obligation or failure to meet terms of SLA during the contract period, the Bank shall be entitled to invoke the Performance Bank Guarantee without notice or right of demur to the Vendor. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

8. TAXES

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by

the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

- d. Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

9. CONFIDENTIALITY AND SECRECY

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.

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;

- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

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

10. PAYMENT TERMS

Bank will make the payment subject to signing of the contract as follows:

- The contract period will be for a period of three years.
- No advance payment will be made on award of the contract.
- Payment towards AMC will be made quarterly in arrears after issuing of necessary invoice and submission of monthly reports including SLA and

after deduction of penalties if any. In case of termination of services, the payment will be made on pro rata basis for the duration for which the services were provided.

11. DELAYS IN THE BIDDER'S PERFORMANCE

- a. Delivery of the services by the Successful Bidder shall be strictly in accordance with the Scope of work (SOW) & Service Level Agreement (SLA) prescribed by the Bank. Time is of the essence of Contract.
- b. If at any time during the performance of the Contract, the Successful Bidder encounters conditions/situations impeding timely delivery of services, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the Bank shall at the earliest evaluate the condition/ situation, and consider, extending the Successful Bidder's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.
- c. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:
 - Forfeiture of Its Performance Bank Guarantees (PBG).
 - Termination of the Contract for default.

12. PAYING AUTHORITY

The payments as per the Payment Schedule covered hereinabove shall be paid by the Head Office of UCO Bank. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/ installation/re-installation, live running and service report from the concerned branches/ offices duly signed by the engineer and Bank official where the purchased equipments have been delivered. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

13. CANCELLATION OF TENDER PROCESS

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 during the tender process or 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.

14. ORDER CANCELLATION

The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:

- The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- The progress regarding execution of the order accepted made by the selected bidder is found to be unsatisfactory.
- Non-compliance of the scope of the job.
- Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- On the events of data piracy / privacy / system failures / security failures.
- If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation of the Order/Service Level Agreement due to the above stated situations, the following consequences will entail:

- I) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving **30** days' notice for the same. In this event the bidder is bound to make good **with the capping of 125% of the original quoted cost for**

such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.

- II) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- III) Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.
- IV) In case of order cancellation, Bank will notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

15. **INDEMNITY**

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- i. an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- ii. Material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP.
- 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.

Further,

- I. Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- II. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited
- III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

- IV. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.

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.

16. **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. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

17. **COMPLIANCE TO LABOUR ACT**

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder shall submit a confirmation as per format provided in **Annexure P** of the RFP.

Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender

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

19. TECHNOLOGICAL ADVANCEMENTS

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

20. GUARANTEES

Selected bidder should guarantee that all the material as deemed suitable for the AMC of Network Devices as per the scope as defined under this document, are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

21. DISPUTES RESOLUTION MECHANISM

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

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- The matter will be referred for negotiation between UCO Bank (General Manager, DIT) and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 30 days.

In case any dispute between the Parties is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations.

Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other In connection with the arbitration shall be in writing and be made as provided in this tender document.

The Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

22. EXIT OPTION AND CONTRACT RE-NEGOTIATION

- a)** 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 equipments for pre-delivery Inspection;
 - Delay in delivery beyond the specified period;
 - Delay in completing installation / implementation of Network devices / checks beyond the specified periods;
 - Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and
 - 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.

- b) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Bank Guarantee given by the Selected Bidder.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

23. SIGNING OF CONTRACT

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

24. VERIFICATION

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

25. CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

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

26. TERMINATION

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving **90 (ninety) days' prior notice in writing inclusive of 30 days cure period and** recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., **applicable to the bidder under performance of the RFP.**
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

27. TERMINATION FOR CONVENIENCE

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

28. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice **(90 day's notice period)** to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

29. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

30. CONSEQUENCES OF TERMINATION

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

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

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

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

31. 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.

In the event of expiration or termination (for any reason whatsoever) of the contract, reverse transition period shall be for a period of 3 to 6 months from the date of expiry or effective termination of the contract. In case transition period is within the contract period then reverse transition to be delivered at no additional cost, however, if reverse transition exceeds the contract period then same may be delivered at mutually agreed terms and conditions for the additional period.

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 favourable 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 or 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.

Note: In case of termination during the contract period(due to any reason), Same payment terms which were applicable during the term of the contract/purchase order will be applicable for reverse transition services.

32. COMPLIANCE WITH LAWS

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

33. 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).

34. LIMITATION OF LIABILITY

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.

- iii. The limitations set forth in point no. 1 shall not apply with respect to:
- a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b) damages occasioned by the gross negligence or willful misconduct of Service Provider.
 - c) damages occasioned by Service Provider for breach of confidentiality obligations.
 - d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

“Gross Negligence” means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

35. AMENDMENT(S) IN THE CONTRACT/SERVICE LEVEL AGREEMENT

There shall be no variation(s) in or modification(s) in the terms of the Contract/Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

36. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or

unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract / Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

37. NON-DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the bidder will strictly maintain the secrecy of Bank's data.

38. SERVICE LEVEL AGREEMENT NETWORK EQUIPMENT

Bidder shall provide AMC support (parts + labor) as per geographical mapping between Successful Bidder's Service Locations (All over India) & Bank branches (Domestic + Overseas)/Offices/Data centers/ATMs/Treasury.

The selected bidder has to supply the hardware parts and software (IOS, patches etc) required to rectify the hardware and software issues reported within the specified SLA levels. The successful bidder shall maintain adequate spares and support at various locations to maintain the network equipment and also meets the service levels mentioned in this RFP.

a) SLA for Critical Network Equipment

Bidder shall ensure that Support is completely back-lined with the OEM directly, for the entire contract period for the all network equipment (mention in Annexure - L) within 15 days of receiving the PO/ LOI from the bank.

Bidder shall ensure that they propose the highest level of support (4-hrs replacements from OEM on 24 X 7 basis) directly from OEM and same should be certified with relevant documents from the OEM as proof.

The support level back-lined shall ensure that the TAC/ RMA cases can be opened by Bank directly if required.

Bank shall have support contract visibility with the OEM directly and shall have the choice of escalating a case with OEM directly, if required.

Response time for all network related equipment shall be on an immediate basis (1hr Response time), resolution shall be within 4hrs time (from the call log time). All response / resolution times mentioned above include travel time of the supporting engineer.

Sr. No	Description	AMC Support
1	Critical Network equipment/services mentioned in Annexure - L	24x7 for all critical network equipment's mentioned in Annexure-L i.e. Within 4 hours from call-log on 24*7 basis)

Uptime Commitment: The bidder shall guaranty a monthly 99.9 % uptime of all the critical network devices/services mentioned in Annexure-L from the date of commencement of contract/purchase order/LOI whichever is earlier.

The percentage uptime is calculated on monthly basis as follows:

$$\frac{\text{(Total contracted minutes in a month – downtime during contracted minutes)}}{\text{Total contracted minutes in a month}} \times 100$$

Note: Any planned shutdown shall not be considered for calculating SLA

b) SLA for Non-Critical Network Equipment (Branch Routers, switches, Modems etc.)

Classification	Response Time (#)	Resolution Time (#)
Metro	1 Hr	6Hr
Urban	1 Hr	8 Hr
Semi Urban(*)	1 Hr	12 Hr
Rural(*)	1 Hr	24 Hr

(#) Response / Resolution Time starts from the time the call is logged. (For calls logged after 5:00 PM (IST), the resolution time shall be the next business day.)

(*) For Semi Urban & Rural branches, if distance of the branch is more than 150km from selected bidders' service center or call logged after 5:00 PM (IST), resolution time would be the NBD.

Uptime Commitment: The bidder shall guaranty a monthly 99.5 % uptime of all the non-critical network devices

39. PENALTY

a. Penalty for Critical Network Equipment (24x7 AMC Support)

- In case of Critical Network Equipment, if the uptime falls below the levels as tabulated below, Bank shall impose a penalty of 1% of the **Quarterly** AMC charges for the specific critical network equipment for each percent of loss of uptime below the guaranteed level:

Uptime (%)	Penalty as (%) of total Quarterly payment of respective devices
>=99.9	0
>=99.5 and < 99.9	1
>=99.0 and < 99.5	2
>=98.5 and < 99	3
>=98 and < 98.5	4
>=97.5 and < 98	5
>=97 and < 97.5	6

>=96.5 and < 97	7
>=96 and < 96.5	8
>=95.5 and < 96	9
>=95 and < 95.5	10
< 95	No Payment

Spare equipment should be replaced with RMA device within 4 hrs of reporting the failure. Penalty calculation is on quarterly basis and will be debited from respective quarterly payment. Any delay beyond 4 hrs, bank will be imposed 1% penalty per hrs delay of respective device quarterly AMC cost.

b. Penalty for Non-Critical Network Equipment (24x7 AMC Support)

In case the bidder fails to meet the above standards of maintenance, a penalty of Rs.500 per day per device up to a maximum of Rs.10,000/- shall be levied.

In the event of failure of replacement of hardware component that failed 4 consecutive times during a period of 3 months with a new and updated component within the specified time/date, a penalty of Rs.250/- per day will be payable by Selected bidder.

a) Any such penalty amount due to the Bank will be realized from annual maintenance charges due to the selected bidder and/or by lodging a claim against the selected bidder, as the case may be. In the event of such amount not sufficient to set off the liability of the selected bidder under this head, the Bank shall be at liberty to proceed against the selected bidder for recovery of the remaining dues to the Bank by other available means.

b) In the event of noncompliance of any provisions of the Contract, the Bank may also proceed to take such remedial action as may be necessary, at the selected bidder's risk and expense and without prejudice to any other rights which the Bank may have against the selected bidder under the Contract.

c) The Selected bidder's aggregate liability arising out of or in connection with the contract to the extent of imposing penalty stated hereinabove shall be limited to 15% of the monthly invoice value.

d) In event of non-reconciliation of IT asset inventory (network equipment's only) penalty of Rs. 200.00 per devices

Penalty for onsite FMS engineer:

- a) The FMS engineer should perform their duties satisfactorily as per the scope and duties mentioned above. In case of non-performance by the resource(s), selected bidder has to replace the resource/s within 45 days of written communication about the same. Failure to replace the resource will attract penalty at Rs. 1000/- per week, maximum up to Rs.5000.
- b) Failure in providing the resource as per the manpower allocation will result in penalty at Rs.1000/- per week or part, subject to a ceiling of Rs.10,000/-.
- c) Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.
- d) In case of a call remain unresolved for more than 7-days or Bank's original IT equipment is not repaired (wherever standby IT equipment is provided) within 30 days from the date standby was provided, the Bank reserves the right to get it repaired / hired / replaced at its own and adjust the cost incurred towards the same in the payments due to the Bidder over & above the penalty. However, the AMC will continue for such equipments.
- e) Amount towards penalty of Hardware calls shall be adjusted against the bill submitted for AMC charges payable by Bank.

40. Warranty and support (for replacement of devices)

- a) The warranty shall be for the proposed Network Devices (including modules, cards, NMS tool and all other components).
- b) On site, comprehensive, back-to-back from Original Equipment Manufacturer (OEM) for a period of 3 year from the date of acceptance. The warranty also includes all software subscriptions, licenses (critical hot fixes, service packs, and upgrades).
- c) ATS for Firewalls and Proxy appliance to be managed and necessary support to be extended to Bank's SI whenever required.
- d) Software updates and upgrades during period of warranty should be at no cost to bank.
- e) Level 3 support from bidder should be provided whenever required by Bank.
- f) Comprehensive on-site support from bidder for day to day operational issues as and when arises.

g) The bidder represents and shall warrant that:

- (i)** The bidder possesses necessary experience, expertise and ability to undertake and fulfill its obligations under this RFP and it shall always perform the Contract by qualified personnel. The names of the persons with qualifications who will actually perform the work and sign the report will be informed in writing to the Bank before the start of work. Any change in personnel shall also be intimated promptly to the Bank in writing.
- (ii)** The Deliverables & Services shall confirm to and meet the service level standards and time frames set out in this RFP.
- (iii)** The Deliverables & Services provided by the bidder and/or use of the same by the Bank in any manner will not violate or infringe the intellectual property rights of any third party or the laws or regulations of any governmental or judicial authority or any regulatory authority.
- (iv)** The bidder shall have all necessary rights, title, and interest to provide the Deliverables & Services and grant other the rights set forth herein to the Bank, free of any claims, encumbrances, liens, or conflicting rights in favor of any Person;
- (v)** The Deliverables & Services shall be provided in a competent manner in accordance with the professional standards in trade or industry, and shall meet the descriptions, specifications and the performance standards stated in this RFP.
- (vi)** The bidder has all the permissions, licenses, authorities whatever required from the appropriate Government, Statutory/Regulatory authorities to render the Services / Deliverables stated herein to Bank.
- (vii)** The bidder recognizes that the Bank owns the data in the Banks system and that such data is confidential to the Bank. The bidder undertakes to provide adequate levels of security to protect the non-public data and other technology resources and ensure to maintain it as confidential.

h) The bidder further agrees and recognizes that:

- (i) The Bank shall have the right to control the authorization and access to Bank's information, including access rights granted to the bidder's employees.
 - (ii) Bank, its auditors and Reserve Bank of India shall have the right to conduct security reviews and other audit procedures to review controls and test compliance for security and control provisions.
 - (iii) The bidder shall take commercially reasonable measures to comply with procedures to deal with deficiencies in the implementation of the project as noted by auditors, government, regulators and other internal or external agencies and provide relevant solutions.
- i) The bidder shall not hold the Bank responsible for any assumptions or judgments made by the Company for arriving at any type of sizing or costing for the Contract.
 - j) All terms and conditions, payments schedules, time frame for implementation, expected service levels etc. will remain unchanged unless explicitly mutually agreed in writing.

41. FORCE MAJEURE

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics.
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area.

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

(Tender offer forwarding letter)

Tender Reference No.: DIT/BPR & BTB/OA/1932/2020-21 Date: 14/10/2020

**To,
The General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: **RFP for AMC of Network Devices**

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for AMC of Network Devices, as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of our selection by the bank, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 3 years with 3 months of claim period effective from the month of execution of Service Level Agreement in favour of UCO Bank.

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

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

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

We enclose the following Demand draft(s)/Bank Guarantee:

- 1. DD No. Dated for Rs. 30,000/- (Rupees thirty Thousand Only) + GST as Cost of RFP Document &**
- 2. BG No. Dated for Rs. 40,00,000/- (Rupees forty lakh Only) as EMD.**

Dated this day of 2020

Signature:

(In the Capacity of) Duly authorized to sign the tender offer for and on behalf of

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

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

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

	2016-17	2017-18	2018-19
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to banks in India specifying the number of Banks and branches
 - In PSU banks
 - In non-PSU banks

Details of Experience in implementation of similar orders

Sl. No.	Name of Organisation	Contract Period (last 3 Years)	
		From	To

N.B. Enclose copies of Purchase Orders as references.

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s _____ (Name of the vendor Company)**, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank _____ Guarantee _____ for Rs.....(Rupees.....Only).We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.
2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.
4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to 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 UCO BANK in writing.

Notwithstanding anything contained herein:

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

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

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised Official.

NOTE:

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

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

Sir,

Reg.: **RFP for AMC of Network Devices**

We submit our Bid Document herewith.

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

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

Format of Bank Guarantee (EMD)

To
UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector-I,
Salt Lake, Kolkata – 700064

Dear Sirs,

In response to your invitation to respond to your RFP for AMC of Network Devices, 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 AMC of Network Devices 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 40,00,000** (Rupees forty 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 Forty 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 50, 00,000/- (Rupees Fifty 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.

(NB : 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).

PROFORMA FOR DEED OF INDEMNITY

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

This Deed of Indemnity executed at On the _____ day of _____ by M/s _____(hereinafter referred to as "the Obligor" 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

The Obligor has

- A. offered to AMC of network devices with the specifications as prescribed in the Agreement / Contract dated _____ during the period of one year from the date of acceptance of the purchase orders issued by the Bank from time to time. RFP for AMC of network devices by the obligor is herein after referred to as "**Supply**".
- B. Agreed to provide AMC for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the warranty period and during the post warranty period if required at the discretion of UCO BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for AMC of Network Devices and provide other Service/s to UCO BANK.
- D. Represented and warranted that the aforesaid supply/services offered to UCO BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

- E. 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 to getting supplied and installed about _____ AMC of Network Devices with the specifications contained in its Agreement/Contract dated _____ with the Obligor;
 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:-

- (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 municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders

framed or issued by any appropriate authorities.

- (3) The Obligor further agrees to provide complete documentation of all of Network Devices and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) 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.
- (5) 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 defense of an indemnifier.
- (6) 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).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) 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.
- (9) 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.
- (10) 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)

RFP for AMC of Network Devices**RFP Ref No. DIT/BPR & BTD/OA/1932/2020-21 dated: 14/10/2020**

AMC support at each locations / Offices					
Sl no.	Zonal Office	Owned / Franchise	Phone / Mobile / Fax No and E-mail with communication address	No of Technical staff with Name	Status of Office Working Days & hours
1	Agartala				
2	Ahmedabad				
3	Ajmer				
4	Bangalore				
5	Balasore				
6	Begusarai				
7	Bhagalpur				
8	Bhopal				
9	Bhubaneswar				
10	Burdwan				
11	Chandigarh				
12	Chennai				
13	Coimbatore				
14	Dehradun				
15	Dharamshala				
16	Ernakulam				
17	Guwahati				
18	Haryana				
19	Hoogly				
20	Hyderabad				
21	Indore				
22	Jaipur				
23	Jalandhar				
24	Jodhpur				
25	Jorhat				
26	Kolkata				
27	Kanpur				
28	Lucknow				
29	Meerut				
30	Mumbai				

31	Nagpur				
32	New Delhi				
33	Patna				
34	Pune				
35	Raipur				
36	Ranchi				
37	Salt Lake				
38	Sambalpur				
39	Shimla				
40	Surat				
41	Suri				
42	Varanasi				

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for AMC of Network Devices on their official letterheads.

**To
The General Manager (DIT, BPR & BTB)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064**

Sir,

Sub: RFP for AMC of Network Devices

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects. The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for AMC of Network Devices on their official letter-head.

To,

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

Sir,

Sub: RFP for AMC of Network Devices

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

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

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

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

Manufacturer Authorisation Form (MAF)

To,

**General Manager (DIT, BPR & BTB)
UCO Bank, Head Office,
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Ref: RFP for AMC of Network Devices

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at,, and do hereby authorize M/s (Name and address of Bidder) 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 equipment manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC 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 equipment and services. We undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC/ATS period if the above bidder authorized by us fails to perform in terms of the RFP. We shall continue and ensure support services to Bank either directly or Bank appointed third party vendor, regarding this decision of bank will be final and binding upon us.

We also undertake to supply, support and upgrade of proposed hardware/ software over a period of five (5) years.

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)

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

To be e-Mailed strictly in (.doc) format only

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

Bill of Material**Comprehensive AMC with AMC part No.****Table A**

Sl no	Make	Model	Qty.	AMC Part Code
1	HPE	Router MSR 2011	1799	
2	HPE	Router MSR1002-4AC	1200+309	
3	HPE	Router MSR30-40	2	
4	HPE	Switch HPE 5120-48G EI	13	
5	HPE	Switch HPE 5120-24	100	
6	HPE	Switch HPE 5500-48G EI	1	
7	HPE	Switch HPE 5500-24G EI	7	
8	HPE	Switch HPE 5510-24G	5	
9	HPE	Switch HPE A3100-16	3	
10	HPE	Switch HPE A3100-8	806	
11	HPE	Switch Procurve 2530-24	292	
12	Riverbed	WAN optimiser CX 570	4	
13	Riverbed	WAN optimiser CX 3070	4	
14	Checkpoint	AMC for Firewall Checkpoint UTM 15600	2 Pair	
15	Checkpoint	License for Firewall Checkpoint UTM 15600 including IPS, Anti virus , Anti bot, Threat Emulation, Application for 2 Pair	1	
16	Checkpoint	AMC for Firewall Checkpoint UTM 5800	8 Pair	
17	Checkpoint	License for Firewall Checkpoint UTM 5800 including IPS, Anti virus , Anti bot, Threat Emulation, Application for 8 pair	1	
18	Checkpoint	Licence Security Management for Management servers	2	
19	Checkpoint	License Endpoint Security VPN Software Blade-200 Users	1	
20	Checkpoint	License Endpoint Container for 101 to 1000 Seats-200 Users	1	
21	HPE	Management Server for Checkpoint firewall & Proxy (Proliant DL 360 G9)	5	
21	HPE	Router HP 6608	4	
22	HPE	Aruba CP-HW-5K (Proliant DL20GEN9)	3	
23	Forcepoint	Renewal and upgradation of proxy appliance Web security+ web DLP licences for three year for 4000 User for 3 year	1	
24	Forcepoint	AMC of proxy V5000 appliance	2	
25	Conventional Modem (64/128/256/512/2048 Kbps)	RAD, Nomus Mrotek, Teamlink, Atrie, Loop etc.	921	

26	Cisco	CISCO-WS-C6509-E with 3 line card, 2 SUP and ASASM each switch	4	
27	HPE	HP MSR 30-20	5	
28	HPE	HP A7503-S	4	
29	HPE	HP HSR 6602	2	
30	HPE	HP MSR 3012	17	

Note- If a bidder wants to provide/quote for new device instead of extending AMC then the specification should be equivalent or higher to the one proposed for AMC.

COMMERCIAL TEMPLATE

Comprehensive AMC for 3 years
Table A (with details Comprehensive AMC Part No.)

Sl. No.	Make	Model	Qty. (a)	1 st Year			2 nd Year			3 rd Year			Total cost in 3 Years excluding taxes D4=D1+D2+D3
				Unit Price without any tax	Tax %age	Total Price excluding taxes	Unit Price without any tax	Tax %age	Total Price excluding taxes	Unit Price without any tax	Tax %age	Total Price excluding taxes	
				(b1)	(c1)	D1 = (a X b1)	(b2)	(c2)	D2 = (a X b2)	(b3)	(c3)	D3 = (a X b3)	
1	HPE	Router MSR 2011	1799										
2	a. HPE	Router MSR1002-4AC	1200	NA	NA	NA							
	b. HPE	Router MSR1002-4AC	309										
3	HPE	Router MSR30-40	2										
4	HPE	Switch HPE 5120-48G EI	13										
5	HPE	Switch HPE 5120-24	100										
6	HPE	Switch HPE 5500-48G EI	1										
7	HPE	Switch HPE 5500-24G EI	7										
8	HPE	Switch HPE 5510-24G	5										
9	HPE	Switch HPE A3100-16	3										
10	HPE	Switch HPE A3100-8	806										

11	HPE	Switch Procurve 2530-24	292										
12	Riverb ed	WAN optimiser CX 570	4										
13	Riverb ed	WAN optimiser CX 3070	4										
14	Check point	AMC for Firewall Checkpoint UTM 15600	2 Pair										
15	Check point	License for Firewall Checkpoint UTM 15600 including IPS, Anti virus , Anti bot, Threat Emulation, Application for 2 Pair for 3 year	1										
16	Check point	AMC for Firewall Checkpoint UTM 5800	8 Pair										
17	Check point	License for Firewall Checkpoint UTM 5800 including IPS, Anti virus , Anti bot, Threat Emulation, Application for 8 pair for 3 year	1										
18	Check point	License Security Management for Management servers	2										
19	Check point	License Endpoint Security VPN Software Blade-200 Users	1										
20	Check point	License Endpoint Container for 101 to	1										

		1000 Seats-200 Users											
21	HPE	Management Server for Checkpoint firewall & Proxy Proliant DL 360 G9	5										
22	HPE	Router HP 6608	4										
23	HPE	Aruba CP-HW-5K (Proliant DL20GEN9)	3										
24	Forcepoint	Renewal and upgradation of proxy appliance Web security+ web DLP licences for three year for 4000 User for 3 year	1										
25	Forcepoint	AMC of proxy V5000 appliance	2										
26	Conventional Modem (64/128/256/512/2048 Kbps)	Dlink, RAD, Nomus Gateway, Attrie, Loop, teamlink etc.	921										
27	Cisco	CISCO-WS-C6509-E with 3 line card, 2 SUP and ASASM each switch	4										
28	HPE	HP MSR 30-20	5										

29	HPE	HP A7503-S	4										
30	HPE	HP HSR 6602	2										
31	HPE	HP MSR 3012	17										
Sub total (A) – Amount in figure (excluding Tax)													
Sub total (A) – Amount in words (excluding Tax)													

Table B - IT Assets Inventory Reconciliation cost

One time cost	Tax %age
Sub total (B) – Amount in figure (excluding Tax)	
Sub total (B) – Amount in words (excluding Tax)	

Table C – Facility Management Cost

1 st Year (Base rate)	2 nd Year (Base rate)	3 rd Year (Base rate)	Tax %age
Sub total (C) – Amount in figure (excluding Tax)			
Sub total (C) – Amount in words (excluding Tax)			

Description	1 st Year Cost (Excluding Tax) (A)	2 nd Year Cost (Excluding Tax) (B)	3 rd Year Cost (Excluding Tax) (C)	Total 1 st Year + 2 nd Year Cost + 3 rd Year Cost (D) =A+B+C
Comprehensive AMC for 3 years (Table A)				

IT Assets Inventory Reconciliation cost (Table B)				
Facility Management Cost (Table C)				
Total amount (In figures) excluding tax				
Total amount (In Words) excluding Tax				

Application Integrity Statement

(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for AMC of Network devices and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:

Undertaking by the bidder

(To be included in Technical & Commercial Bid Envelope)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2020

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

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

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

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for AMC of Network Devices

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

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Place:

Date:

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

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

Dear Sir(s),

Sub: RFP for AMC of Network Devices

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

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

PRE CONTRACT INTEGRITY PACT

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (RFP for AMC of Network Devices) hereinafter referred to as Stores and / or Services.

And

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

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

3. Preamble

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

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

4. Commitments of the Buyer

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a

promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

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

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

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

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

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

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

5.4 Agents / Agency Commission

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

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

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

9. Compensation for Damages

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

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond /

warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Independent External Monitor(s)

- 10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Integrity Pact Duration.

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

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

14 Other Provisions

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

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

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

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

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

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

17. The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Department of IT

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory (*)

Witness:

(Name & Address)

NON-DISCLOSURE AGREEMENT**(To be stamped in accordance with the stamp act)**

This Non-Disclosure Agreement is entered into on thisday of..... 2020

BETWEEN

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

AND

.....
 (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**
 (Each of Bank and the successful bidder is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Successful bidder/Receiving Party is inter alia engaged for AMC of Network Devices as per the terms and conditions specified in the RFP Ref No. **DIT/BPR & BTD/OA/1932/2020-21 DATE: 14/10/2020**. The Successful bidder/Receiving Party would be the single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for AMC of Network Devices

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

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

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

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

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

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

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

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

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

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

- (a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- (b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- (c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- (d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

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

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

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

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and

in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

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

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

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

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

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a

period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

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

12. General Provisions.

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

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

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

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

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

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

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected successful bidder)

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

For and on behalf of

.....

For and on behalf of

.....

(The selected successful bidder)

ELIGIBILITY CRITERIA COMPLIANCE

Sl. No.	Eligibility Criteria	(Proof of Documents required /must be submitted)	Compliance Yes/No
1.	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted.	
2.	The bidder submitting the offer should have minimum average turnover of Rupees 100 Crores for the last three financial years i.e. 2016-17, 2017-18 & 2018-19. This must be the individual company turnover and not of any group of companies.	Copy of audited balance sheet of the financial year 2016-17, 2017-18 & 2018-19.	
3.	Bidder should have positive net worth for last three financial years (2016-17, 2017-18 & 2018-19).	Copy of audited balance sheet of the financial year 2016-17, 2017-18 & 2018-19.	
4.	Bidders should have provided/providing Network hardware maintenance and support services to at least 1000 branches and core network devices of data center for minimum of two (2) PSUs/Govt. Organization/ Financial Institution /Scheduled commercial Banks in India during last three financial year preceded (Number of contracts may be more than one).	Copies of Work Orders/relevant document as proof, Completion Certificate for relevant submitted order/Purchase order.	
5.	The bidder should have a fully operational Call Center/ Centralised Help Desk where	Copy of the details of Call Center/ Centralised Help Desk.	

	<p>Bank can log a call through e-mail/telephone. All these modes for call logging should be available.</p> <p>The Bidder shall support directly or through their franchise / Authorized Support Partners (ASP) in PAN-India. The Bidder should be having support centers in location where Bank is having its Zonal offices. Bidder should submit the list of support centers mapped with Bank's Zonal Offices as on date of RFP.</p>		
6.	The proposed bidder should have warehouse on its own/through partner in Kolkata, Bangalore and Mumbai	An undertaking from bidder/partner stating details of warehouse in Kolkata, Bangalore and Mumbai.	
7.	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.	
8.	The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against selected bidder by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.	