

Request for Proposal (RFP)

For

Network Facility Management, AMC and Replacement 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/0007/2020-21 Date: 02/04/2020

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.

This document is prepared by UCO Bank. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

Important Note to prospective Bidders:

This RFP document has been designed in two parts. The 1st part i.e tender document may be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website are also required to collect **2nd Part containing scope of work (PART IV) with Technical requirement (Annexure D), Technical Bill of materials (Annexure L), Commercial Bill of materials (Annexure M) and List of Branches (Annexure P) by making payment of tender fee of Rs. 20,000.00/- (Rupees twenty Thousand Only) (non-refundable) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, or NEFT.**

Both Part 1 & 2 shall be an integral part of the aforesaid complete tender document and shall be read together for the purpose of arriving at the final decision with respect to evaluation of the bid response, technical and commercial and final selection of the bidder.

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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/0007/2020-21 Date: 02/04/2020
Cost of Tender Documents	Rs. 20,000/- (Rupees Twenty Thousand Only)
Date of issue of RFP	02/04/2020
Earnest Money Deposit (EMD)	Rs. 50,00,000 /- (BG)(Rupees Fifty Lakh Only)
Date of Commencement of Sale of Tender Document	02/04/2020
Pre Bid queries to be received only online at- hodit.proc@ucobank.co.in	On or before 17/04/2020 up to 4:00 PM
Pre bid Meeting and Venue	20/04/2020 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	30/04/2020 at 04.00 PM
Opening of Technical Bids	30/04/2020 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 Network Facility Management, AMC and Supply, Installation, Operationalization, Integration & Maintenance of the services required by Bank as part of the project:

- Support the Wide Area Network (WAN) infrastructure of Bank (Domestic & International) at site level.
- Supply, Installation & configuration of new network equipment as per scope time to time.
- Monitoring and management of WAN network using existing Network Monitoring Services (NMS) tool of the Bank.
- Configuration and fault management of the network devices across WAN.
- Support services for network devices at all locations.
- Support services for Leased Lines, MPLS (M/s BSNL/MTNL), ISDN and VPN over Internet and co-ordination with other Service Providers for facility management etc.
- Support service for opening of new links at branches/office/ATM/e Lobby etc.
- AMC & Support 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 Network Facility Management Services 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 & BTB)
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. In case audited balance sheet for 2018-19 is not available, bidder can submit provisional Balance sheet certified by chartered accountant/Auditor.
3	Bidder should have positive net worth and Operating Profit 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. In case audited balance sheet for 2018-19 is not available, bidder can submit provisional Balance sheet certified by chartered accountant/Auditor.
4	The proposed OEM product should be: 1. SDN / SDN ready Data Centre Fabric of minimum 2 Spine switches & 10 Leaf switches for at	Purchase order in name of bidder/ OEM/ OEM Authorised partner and satisfactory experience/ execution /installation certificate from existing

	<p>least 2 years in 2 nos. of Financial Institution/Bank in India, out of which one should be Public Sector Bank.</p> <p>2. Core & peripheral Firewall, Core Router, VPN Concentrator and L3 Switch should be running in at least one Public Sector Bank/ Private Sector Bank having 1000 branches in India at time of submission of this RFP.</p> <p>3. Minimum 1000 nos. of Branch Router, L2 Switch should be running in at least one Public Sector Bank/ Private Sector Bank in India at time of submission of this RFP.</p>	customer(s) to be submitted
5	<p>The Bidder should have the experience in Supply, Installation, Configuration & Maintenance of</p> <p>1. SDN / SDN ready Data Centre Fabric of minimum 2 Spine switches & 10 Leaf switches for at least 2 years in 2 nos. of Financial Institution/Bank in India, out of which one should be Public Sector Bank.</p> <p>2. Core & peripheral Firewall, Core Router, VPN Concentrator and L3 Switch should be running in at least one Public Sector Bank/ Private Sector Bank having 1000 branches in India at time of submission of this RFP.</p> <p>3. Minimum 1000 nos. of Branch Router, L2 Switch and MPLS links & facility Management services should be running in at least one Public Sector Bank/ Private</p>	Purchase order in the name of bidder and satisfactory experience /execution certificate/ completion certificate/Installation certificate from Existing customer(s).

	Sector Bank in India for minimum of three years during the period of last 5 years.	
6	The bidder should have service/support Center as per Annexure-H.	Self-declaration on the Company letter head should be submitted.
7	The Bidder should be an authorized partner with proposed OEMs as on the date of submission of RFP.	The bidder should submit Manufacturer Authorization Form as per format given in the RFP and Letter of authorisation from OEM mentioning the level of partnership and period.
8	The proposed OEMs should have arrangement to keep stock of spare parts/ devices for the Core Network Devices in Kolkata and Bangalore.	An undertaking from OEM confirming stock of spare parts/ devices for the Core Network Devices at Kolkata & Bengaluru to be submitted.
9	The Bidder may have a tie up arrangement with the Partner for Link Management having experience in managing at least 1000 BSNL MPLS Links in one organisation in India at time of submission of this RFP.	Purchase order in name of Partner and satisfactory experience /execution certificate/ completion certificate/Installation certificate from Existing customer(s). In such case bidder is also required to submit valid agreement evidencing the tie up arrangement for link management.
10	Bidder should not have been black-listed by any bank / Government institution in India as on RFP submission date.	An undertaking to this effect must be submitted in their letter head.
11	The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.

The service provider must comply with all above-mentioned criteria. 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. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

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 Network Facility Management, AMC and Replacement 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. 20,000.00/- (Rupees Twenty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata or NEFT.

The tender document **(Part-1)** may also download from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to collect document **(Part-2)** containing **scope of work (PART IV) with Technical requirement (Annexure D) , Technical Bill of materials (Annexure L), Commercial Bill of materials (Annexure M) and List of Branches (Annexure P)** by making payment of tender fee of Rs. 20,000.00/- (Rupees twenty Thousand Only) (non-refundable) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, or NEFT.

Details for Tender Fee	Address for Obtaining Documents
Rs. 20,000.00/- (Rupees twenty Thousand Only)	UCO Bank Head office, Department of Information Technology 3&4 DD Block, 7 th floor, Salt Lake City, Sector-1, Kolkata – 700064
Draft or Banker's Cheque in favour	

<p>of UCO BANK, payable at Kolkata OR NEFT to Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138</p>	<p>Phone- 033- 4455 9775/9770 OR Through mail after sending NEFT payment details to hodit.proc@ucobank.co.in</p>
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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 F**. The EMD amount is Rs **50,00,000/- (Rupees Fifty 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 – U.**

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

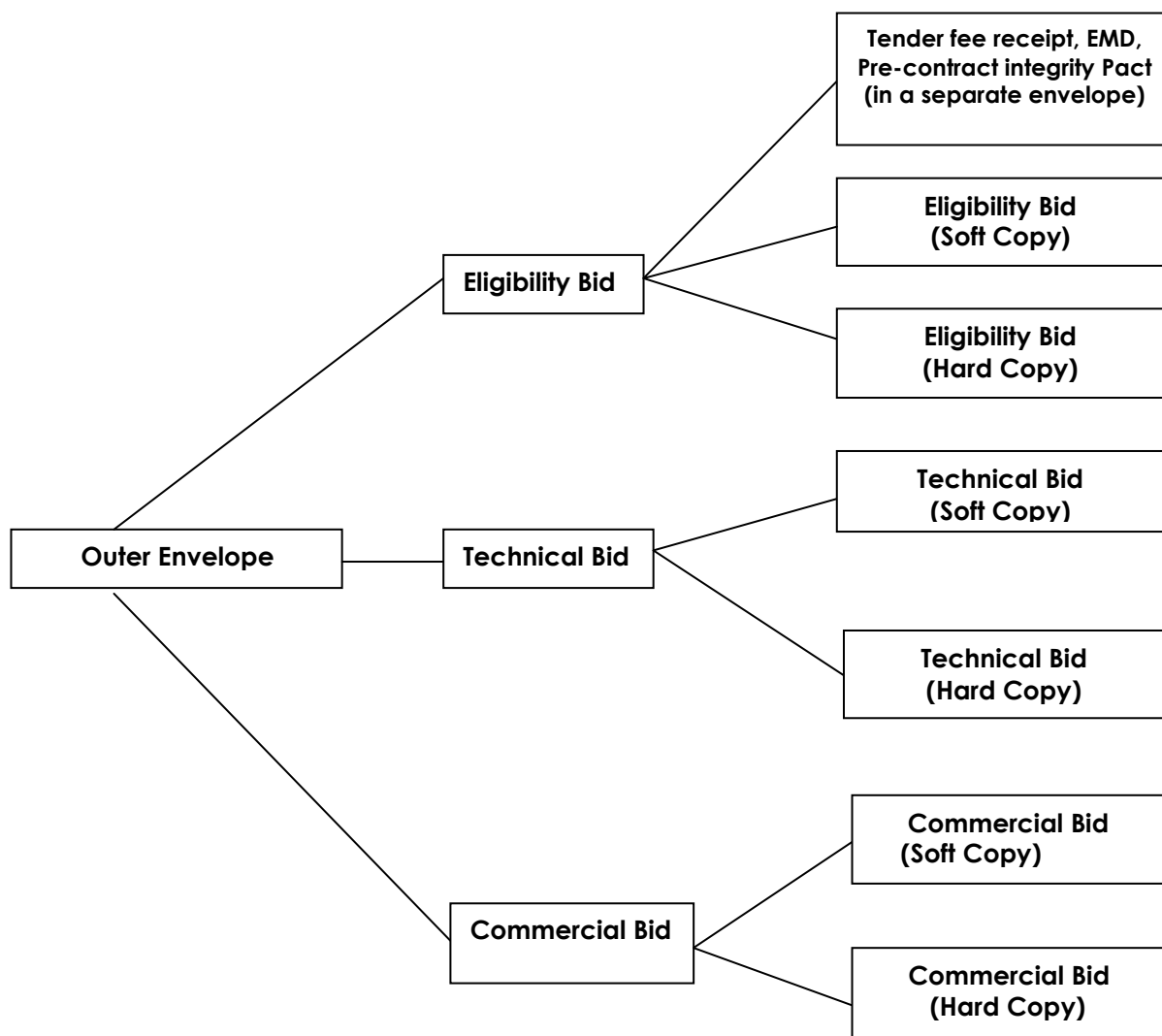
Separate Eligibility, Technical and Commercial Bids along with soft copies duly sealed and super-scribed as - **RFP for Network Facility Management, AMC and Replacement of Network Devices (Eligibility Bid)**, -- **RFP for Network Facility Management, AMC and Replacement of Network Devices (Technical Bid)** and -- **RFP for Network Facility Management, AMC and Replacement of Network Devices (Commercial Bid)** respectively should be put in a single sealed outer cover duly sealed and super-scribed as- "**Network Facility Management, AMC and Replacement 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 Bidder must have back to back support relation with the OEM's whose products are supplied by the bidder to the Bank, in case the bidder is not Original Equipment Manufacturer(OEM). A commitment letter from the OEM has to be submitted along with the Technical bid in this regard at least for a period of 5 years.
- 12 The bidder shall not quote for the products, whose End of sale/ End of Support / End of Life has been declared by the OEM. The Bidder has to ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least **5 years** postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by the selected Prime Vendor, reaches either end of support or end of life as stipulated in this clause, within the period of 5 years, the selected Prime Vendor has to immediately replace/upgrade the equipment at no

additional cost to the Bank.

- 13** 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

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 – D. The Bidder should comply all points in scope of work in Part IV and all technical requirements in Annexure – D.

Non-compliance of any point either in scope of work or any technical requirements in Annexure-D 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- I with Prices masked**). Technical Proposal without masked Bill of Materials 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 optimized TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Three year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- b) Normalization of bids: The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the

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

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

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

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

- c)** 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.
- d)** In case there is a variation between numbers and words; the value mentioned in words would be considered.
- e)** The OEM needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.
- 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.

PART-V

1. 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 – T** 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.

2. 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.

3. 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.

4. 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,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

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

5. CONTRACT PERIOD

The contract period will be for a period of Three Years from the date of Agreement (SLA). The machines shall carry warranty for a period of **3 years** from each installation and accepted by the Bank. Bank reserves the right to extend the contract for a further period on mutually agreed terms and conditions.

SLA will cover performance and availability of the solution deployed for a period of three years from the date of each installation and acceptance by the bank. 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 hardware & 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 for a period of one year from the date of agreement.

6. 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.

7. DELIVERY TIMELINE:

SL NO	DESCRIPTION	TIMELINE
1	Delivery of Core Network Devices	12 Weeks
2	Delivery of Network Devices at Branches / Offices	8 Weeks

8. 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

9. 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.
- 90% of the value of new network equipment/devices/solutions/link implementation/shifting/upgradation of along with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any. The balance 10% of order value will be paid after 3 months successful running.
- Payment towards Facility Management & 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.
- The payment against IT Assets Inventory Reconciliation shall be released quarterly in arrears on pro-rata basis based on the IT Asset Inventory Reconciliation reports for number of network devices submitted.
- Any failure to perform the services as stipulated in the contract shall attract penalty charges as mentioned in the document same shall be deducted against payment due. In case of any penalties that are levied by the Bank, the Vendor would have to furnish corresponding credit notes in favour of the Bank.
- In case of revision in price for deficiency of service, or non-compliance of conditions, the Vendor shall issue a credit note for such reduced value.
- The cost & consequences, if any, would be borne entirely by the Bidder for the maintenance of the Hardware & Software.
- For items moving into AMC on expiry of warranty period, AMC charges shall be calculated on pro-rata basis for the broken period. Similarly, for items de-commissioned / phased out (retired) during the contract period, AMC

charges shall be calculated on pro-rata basis up to the date of de-commissioning / retired and the amount shall be adjusted against payment due.

- Bank is also in process of procurement of Network devices against the devices which are declared as End of Support/obsolete. In such case any Network device getting decommissioned/removed during the contract period, AMC payment shall be made as per actual for that particular device.
- Bidder should raise invoices after deducting the applicable penalties i.e. SLA, extended, etc.

10. 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.

11. 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.

12. PRICE

The cost of network link must include rental charges of network equipment's e.g modem, repeater, etc. required to be terminated the link at CPE Ethernet interface. The Price Bid also must include GST.

The Selected bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid, over the validity period of the bid. The prospective service provider shall establish the Network and should be capable of maintaining it for a period of 3 years.

The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a Selected bidder. Prices quoted by the selected bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period. Further, subsequent to the orders being placed/agreement executed, the selected bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

13. LIQUIDATED DAMAGE

Any delay in delivery/installation/ commissioning/shifting/upgradation of the device/equipment/ solution beyond the stipulated time period as per clause no. 47, Bank will charge penalty at 1 % of the respective items as per PO for that device/equipment/implementation cost per week or part thereof, subject to a maximum of 10%. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified. After elapsing of stipulated time period including 12 Weeks Liquidated damages period, if selected bidder fails to implement, the order will be deemed cancelled after imposing necessary penalty amount & Bank will deduct the same from Performance Bank Guarantee or from any outstanding payment.

14. 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.

15. ORDER CANCELLATION

Bank reserves the right to cancel the contract/purchase order or terminate the SLA by giving 30 (thirty) days' prior notice in writing placed on the selected bidder and recover damages, costs, and expenses etc., incurred by BANK under the following circumstances:-

- a)** The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b)** The selected bidder goes into liquidation, voluntarily or otherwise.
- c)** The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d)** An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e)** If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP / Work Order / SLA and the extension, if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- f)** If deductions of account of liquidated damages exceeds more than 10% of the total work order.
- g)** In case the selected bidder fails to deliver the link to the mentioned branches as stipulated in the delivery schedule, BANK reserves the right to provide the same link or similar link 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, 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 BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled for any reason, whatsoever.
- i)** 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 pending bills and/or invoking the Bank guarantee under this contract.

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

- Delay in commissioning / implementation / testing beyond the specified period. After elapsing of stipulated time period including 10 Weeks Liquidated damages period, if selected bidder fails to implement any or all MPLSs link in branches, the order for such links will be deemed cancelled after imposing necessary penalty amount **as per LD clause 10** and Bank will place the order to any other selected bidder.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.
- Please also refer exit option and contract Re-Negotiation.

16. 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. breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor,
- iii. use of the deliverables and or services provided by the Vendor,
- iv. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents,

or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- i. the Bank notify the vendor in writing immediately on becoming aware of such claim,
- ii. the Vendor has sole control of defence and all related settlement negotiations,
- iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

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

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

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.

17. **PUBLICITY**

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

18. **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 S** 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

19. 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.

20. 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.

21. GUARANTEES

Selected bidder should guarantee that all the material as deemed suitable for the Network Facility Management, AMC and Replacement 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.

22. 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.

23. 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.

24. 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.

25. TERMINATION

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder.

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

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

26. EFFECT OF TERMINATION

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

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less 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 of either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

27. Dispute Resolution Mechanism

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

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

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

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

shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

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

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

28. COMPLIANCE

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. It also not violate any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

29. 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).

30. LIMITATION OF LIABILITY

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate

value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.

- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

31. 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.

32. SERVICE LEVEL AGREEMENT

The bidder shall sign contract, SLA with Bank incorporating following parameters:

- i. The Scope of services / SLA mentioned in this document will be reviewed quarterly during the contract period and may be amended.
- ii. Working days: Six days a week (Monday to Saturday) for branches and Seven days a week for core network.
- iii. Uptime: on monthly basis for each location as mentioned below:

<u>SL</u>	<u>Link Category</u>	<u>Uptime (24X7 basis)</u>
1	DC DR Site	99.9 %
2	All other sites except Rural branch	99.5 %
3	Rural branch	98 %

- iv. The percentage SLA uptime shall be calculated for each site on monthly basis excluding back up link.
- v. The above SLA is proposed based on certain factors. The following are the dependencies and assumptions:
- vi. The uptime will be measured and reported for the entire network and system devices on a monthly basis for each site.
- vii. Calculations for uptime shall not include "planned downtime",
- viii. Failures due to environmental or power non-availability or outage on customer behalf will not be included in SLA calculations.
- ix. Force Majeure clauses such as Fire, Earthquake, Floods, Govt. problems, Riots, civil disturbance and other acts of God shall not be included for SLA calculations. However, on clearance of force Majeure solution or available of remedial solution of force majeure situation above mentioned SLA will be applicable.
- x. SLA will be calculated monthly for the service hours (Six days a week (Monday to Saturday) for non-ATM branches and for 24 hours Seven days a week for ATM branches/off site ATM / lobby sites.
- xi. **Response Time Network Equipment :**

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

(#)Response / Resolution Time starts from the time the call is logged.

(For calls logged after 4:00 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 vendors' service center or call logged after 4.00 PM (IST), resolution time would be the NBD*- Next Business Day

xii. PAYMENT AGAINST DELIVERY OF SLA :

Bank will pay charges on per site basis depending upon the achievement of uptime. However bank issues will be exempted from calculating the uptime.

Uptime	% of payment	Uptime	% of payment
DC, DR		All Branches	
99.9% or more	100%	99.5% or more	100%
>99.7% to <99.9%	90%	>98% to <=99.49	90%
>99.5% to <99.7%	80%	>97% to <=97.99	80%
>99.3% to <=99.5%	70%	>96% to <=96.99	70%
>99.0% to <=99.3%	60%	>95% to <=95.99	60%
Less than 99%	Nil	Less than 95%	Nil

Calculation of uptime will be monthly basis as per following criteria.

$$\% \text{ of uptime} = \frac{[\text{Total Business hours in month} - \text{Total downtime during business hours in month}] \times 100}{[\text{Total Business hours in month}]}$$

Bank may monitor the links by its own tool for uptime along with Service provider. In case of difference in uptime, Bank may consider the payment based on report generated by Bank's tool, if bidder is unable to justify the difference.

xiii. PERFORMANCE MEASUREMENT (SLA UPTIME CALCULATION)

Working hours calculated as per the service window time for:

- A. Core & Backbone locations will be – 24 Hrs
- B. Branch/offices working days - 08:00 am to 08:00 pm (12 Hrs)

Total business hours for one month Case A = $24 \times 60 \times 30(31) = 43200$ (44640) minutes

Total business hours for one month Case B = $12 \times 60 \times 30(31) = 21600$ (22320) minutes

E.g. If all branch core banking communication fail due to VPN module fail in a particular month is 10 Hrs and working is 30 days in a month, the Service Window (12Hrs) having schedule down time of 5 Hrs, then the percentage of down time calculated as

$$\begin{aligned}
 &= \{(21600 - 5*60) - (10*60)\} * 100 / (21600 - 5*60) \\
 &= \{(21300)-(600)\}*100/21300 \\
 &= 97.1 \%
 \end{aligned}$$

Accordingly Bank will pay 80 % on FM service Charges for that month

- xiv.** 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 monthly AMC charges for the specific critical network equipment for each percent of loss of uptime below the guaranteed level:

Uptime (%)	Penalty as (%) of total monthly payment (per device)
>=99.5	0
>=99 and < 99.5	1
>=98.5 and < 99	2
>=98 and < 98.5	3
>=97.5 and < 98	4
>=97 and < 97.5	5
>=96.5 and < 97	6
>=96 and < 96.5	7
>=95.5 and < 96	8
>=95 and < 95.5	9
< 95	No Payment

33. 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 & BTD/OA/0007/2020-21 Date: 02/04/2020

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,

Sub: RFP for Network Facility Management, AMC and Replacement of Network Devices (RFP Ref No. DIT/BPR & BTD/OA/0007/2020-21 Date: 02/04/2020)

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 Network Facility Management, AMC and Replacement 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 2 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. 20,000/- (Rupees twenty Thousand Only) + GST as Cost of RFP Document &
2. BG No. Dated for Rs. 50,00,000/- (Rupees fifty 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 Network Facility Management, AMC and Replacement of Network Devices (RFP Ref No. DIT/BPR & BTD/OA/0007/2020-21 DATE: 02/04/2020)

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 Network Facility Management, AMC and Replacement 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 Supply, Delivery, Installation and Maintenance of Network devices and Network Management facility services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs 50,00,000** (Rupees fifty 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 Fifty 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 supply and install about _____ Network Facility Management, AMC and Replacement 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 Network Facility Management, AMC and Replacement of Network Devices by the obligor is herein after referred to as "**Supply**".
- B. Agreed to install and provide comprehensive maintenance 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 of 24 months 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 Network Facility Management, AMC and Replacement 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 _____ Network Facility Management, AMC and Replacement 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 defence 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 Network Facility Management, AMC and Replacement of Network Devices**RFP Ref No. DIT/BPR & BTD/OA/0007/2020-21 DATE: 02/04/2020**

Maintenance and Service 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 Network Facility Management, AMC and Replacement of Network Devices on their official letterheads.

**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,

Sub: RFP for Network Facility Management, AMC and Replacement of Network Devices (RFP Ref No. DIT/BPR & BTD/OA/0007/2020-21 DATE: 02/04/2020)

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 Network Facility Management, AMC and Replacement of Network Devices on their official letter-head.

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,

Sub: RFP for Network Facility Management, AMC and Replacement of Network Devices (RFP Ref No. DIT/BPR & BTD/OA/0007/2020-21 DATE: 02/04/2020)

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 & BTD)
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 Network Facility Management, AMC and Replacement of Network Devices
(RFP Ref No. DIT/BPR & BTD/OA/0007/2020-21 DATE: 02/04/2020)**

We..... (Name of the OEM) who are established and reputable manufacturers of having Registered office at..... do hereby authorize M/s.....to submit Bid and negotiate and conclude a contract with you for Implementation and Management for the product/s manufactured / developed by us.

We also undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our warranty / support and services through M/s during the contract period as per terms and conditions of the RFP.

We also undertake that we have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.

We assure you that in the event of M/s..... not being able to fulfil its obligation as M/s.....Bidder in respect of the terms defined in the RFP, (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank

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

Undertaking of Authenticity for Network devices Supplies

Sub: RFP for Network Facility Management, AMC and Replacement of Network Devices

Ref: 1. Your Purchase Order No-----Dated -----

2. Our invoice no/ Quotation no. -----Dated -----

With reference to the Network devices being supplied /quoted to you vide our invoice no/ quotation no/order no cited above-----.

We hereby undertake that all the components/parts/ assembly /software used in the network devices shall be original new components / parts/ assembly/ software only, from respective OEMs of the products and that no refurbished /duplicate/ second hand components/parts / assembly/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft windows Operating System) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to upgrade the Operating System version in future without additional cost to higher version during the contract period in case the existing version of the OS is declared end of support/ end of life.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Network Devices without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/ SI etc.

Authorized signatory

Name:

Designation:

Place:

Date:

Application Integrity Statement

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

We undertake, that application supplied for Supply, Delivery, Installation and Maintenance of Network devices and Network Management facility services 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 Network Facility Management, AMC and Replacement of Network Devices (RFP Ref No. DIT/BPR & BTD/OA/0007/2020-21 DATE: 02/04/2020)

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 & BTB)
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 Network Facility Management, AMC and Replacement of Network Devices (RFP Ref No. DIT/BPR & BTB/OA/0007/2020-21 DATE: 02/04/2020)

- 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 Network Facility Management, AMC and Replacement 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 Network Facility Management, AMC and Replacement 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)

Undertaking Letter on the vendor's letterhead

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,

**Ref: RFP for Network Facility Management, AMC and Replacement of Network Devices
(Ref No. DIT/BPR & BTD/OA/0007/2020-21 DATE: 02/04/2020)**

We undertake that we shall not quote products, whose End of sale/ End of Support / End of Life has been declared by the OEM as on RFP submission date. We ensure that any equipment supplied as part of this RFP would not reach end of support or end of life for at least **seven (7)** years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by us, reaches either end of support or end of life as stipulated in this clause, within the period of seven (7) years , we shall immediately replace/upgrade the equipment at no additional cost to the Bank

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name
Place:
Date:

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 Network Facility Management, AMC and Replacement of Network Devices as per the terms and conditions specified in the RFP Ref No. **DIT/BPR & BTD/OA/0007/2020-21 DATE: 02/04/2020**. 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 Network Facility Management, AMC and Replacement 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)	Complied (Y/N)
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. In case audited balance sheet for 2018-19 is not available, bidder can submit provisional Balance sheet certified by chartered accountant/Auditor.	
3	Bidder should have positive net worth and Operating Profit 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. In case audited balance sheet for 2018-19 is not available, bidder can submit provisional Balance sheet certified by chartered accountant/Auditor.	
4	The proposed OEM product should be: 4. SDN / SDN ready Data Centre Fabric of minimum 2 Spine switches & 10 Leaf switches for at least 2 years in 2 nos. of Financial Institution/Bank in India, out of which one should be Public Sector Bank. 5. Core & peripheral Firewall, Core Router, VPN Concentrator and L3 Switch should be running in at least one Public Sector Bank/ Private Sector Bank having	Purchase order in name of bidder/ OEM/ OEM Authorised partner and satisfactory experience/ execution /installation certificate from existing customer(s) to be submitted	

	<p>1000 branches in India at time of submission of this RFP.</p> <p>6. Minimum 1000 nos. of Branch Router, L2 Switch should be running in at least one Public Sector Bank/ Private Sector Bank in India at time of submission of this RFP.</p>		
5	<p>The Bidder should have the experience in Supply, Installation, Configuration & Maintenance of</p> <p>4. SDN / SDN ready Data Centre Fabric of minimum 2 Spine switches & 10 Leaf switches for at least 2 years in 2 nos. of Financial Institution/Bank in India, out of which one should be Public Sector Bank.</p> <p>5. Core & peripheral Firewall, Core Router, VPN Concentrator and L3 Switch should be running in at least one Public Sector Bank/ Private Sector Bank having 1000 branches in India at time of submission of this RFP.</p> <p>6. Minimum 1000 nos. of Branch Router, L2 Switch and MPLS links & facility Management services should be running in at least one Public Sector Bank/ Private Sector Bank in India for minimum of three years during the period of last 5 years.</p>	<p>Purchase order in the name of bidder and satisfactory experience /execution certificate/ completion certificate/Installation certificate from Existing customer(s).</p>	
6	<p>The bidder should have service/support Center as per Annexure-H.</p>	<p>Self-declaration on the Company letter head should be submitted.</p>	
7	<p>The Bidder should be an authorized partner with proposed OEMs as on</p>	<p>The bidder should submit Manufacturer Authorization Form</p>	

	the date of submission of RFP.	as per format given in the RFP and Letter of authorisation from OEM mentioning the level of partnership and period.	
8	The proposed OEMs should have arrangement to keep stock of spare parts/ devices for the Core Network Devices in Kolkata and Bangalore.	An undertaking from OEM confirming stock of spare parts/ devices for the Core Network Devices at Kolkata & Bengaluru to be submitted.	
9	The Bidder may have a tie up arrangement with the Partner for Link Management having experience in managing at least 1000 BSNL MPLS Links in one organisation in India at time of submission of this RFP.	Purchase order in name of Partner and satisfactory experience /execution certificate/ completion certificate/Installation certificate from Existing customer(s). In such case bidder is also required to submit valid agreement evidencing the tie up arrangement for link management.	
10	Bidder should not have been black-listed by any bank / Government institution in India as on RFP submission date.	An undertaking to this effect must be submitted in their letter head.	
11	The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.	