

Request for Proposal (RFP)
For
Supply, Commissioning, Maintenance &
Management of MPLS links between Bank and
M/s. Euronet Datacenter



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

RFP REF NO: UCO/DIT/NW/214/2016-17 Date: 29.04.2016

Cost of the RFP document: - ₹ 5000/- (Rupees Five Thousand Only)

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

This document is prepared by UCO Bank for Supply, Commissioning, Maintenance & Management of MPLS links between Bank and Euronet Datacenter. 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.



OBJECTIVES

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 domestic branches, four overseas branches two each at Singapore & Hong Kong Centers and 2100+ ATMs (including Biometric enabled ATMs), spread all over the country.

Bank has already selected ATM switch service provider M/s Euronet (Euronet Services India Pvt. Ltd). **Now it is planned to commission MPLS Links between Bank Datacenters to ATM Switch Service provider Data Centers.**



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Part –I General Terms and Conditions

1.1 Introduction

UCO Bank invites sealed tenders comprising of Technical bid and Commercial bid from experienced selected bidders having proven capabilities of Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter. The Selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not 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 Selected bidder in terms of this RFP documents.

The RFP document may be obtained from UCO BANK, Department of Information Technology, 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700064 on working days in person on submission of cost of the tender document. Also the RFP document may be downloaded from our website www.ucobank.com. The bidders downloading the document from Bank's website www.ucobank.com must pay the cost of the document, in a separate cover and properly superscribed, at the time of submission of the bids.

The details are given below:

Tender Reference	UCO/DIT/NW/ /2015-16 Dated 29/04/2016
Cost of Tender documents	₹ 5,000 /-
Date of issue of RFP	29.04.2016
Earnest Money Deposit (EMD)	₹2,00,000/- (BG)
Date of commencement of sale of tender document	29.04.2016
Last date for submitting queries for the Pre-bid Meeting	07.05.2016
Pre-Bid meeting /Venue	10.05.2016 at 11.00 am at below mentioned address.
Last Date and Time for receipts of tender bids	30.05.2016 at 3.00 pm

Opening of technical bids	30.05.2016 at 3:30 pm
Opening of Price Bid	Will be advised subsequently
Address of Communication	Head Office-2 Department of Information Technology 5th Floor, 3 & 4 D D Block, Sector -1 Salt Lake Kolkata-700 064
Email address	<u>hodit.network@ucobank.co.in</u>
Contact Telephone/Fax Numbers	Tel :03344559036/82/78 Fax :03344559063
Contact Person	Santanu Ghosh Chief Manager - IT
Bids to be submitted	Tender box placed at above address

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

The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing "Technical Bid for Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter for UCO Bank" on top of the envelope containing Technical Bid & "Commercial Bid Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter for UCO Bank" on top of the envelope containing Commercial Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing "Bids for Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter for UCO Bank" mentioning reference number and date given hereinabove. If the cover/envelope are not sealed & super scribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filed 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 strictly according to the time schedule mentioned above.

The technical 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:

Deputy General Manager (IT, 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.

1.2 Submission of Bid

- 1.2.1 Technical Bid should be duly sealed and super scribed as "Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter for UCO Bank".
- 1.2.2 Bid should comply with the Scope of work as specified hereinafter.
- 1.2.3 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.2.4 The Technical bid should have compliance chart as per Annexure- B including documentary proof in support of Eligibility Criteria and Annexures C, D, E, F,G,H,I,J(Masked price).
- 1.2.5 Commercial bid duly sealed and super scribed as "Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter for UCO Bank".
- 1.2.6 The Commercial bid should have compliance chart as per Annexure-B and including of Annexures J.
- 1.2.7 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.8 At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any

amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.

- 1.2.9 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.10 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes of Bank.
- 1.2.11 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.
- 1.2.12 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.
- 1.2.13 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 bids from the participating bidders.
- 1.2.14 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.15 The 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 price validity period.
- 1.2.16 The bidder shall keep the price valid for a period of 1 year from the date of RFP Response submission process closes for any new link. **A declaration in this regard should be submitted as per Annexure-E.**
- 1.2.17 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.
- 1.2.18 Further, subsequent to the orders being placed, the 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.

- 1.2.19 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP notice.
- 1.2.20 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 cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process without assigning any reason whatsoever.
- 1.2.21 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.
- 1.2.22 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.23 The technical bid shall be submitted strictly in conformity with the Scope of Work.
- 1.2.24 The Bank expects the selected bidder to adhere to the terms of this RFP document and would not like or accept any deviations to the same.

1.3 Cost of tender Documents

The intending bidders should pay the Cost of tender Documents of **₹ 5000/- (Rupees five Thousand only)**. The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of '**UCO Bank**' payable at Kolkata. The Cost of tender Document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

1.4 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 1 year from the date of opening of Technical Bid in the format given in **Annexure D**. The EMD amount is **₹ 2 Lacs (Rupees Two Lacs Only)** issued by any scheduled commercial bank.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them 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 made by the bidder will be forfeited if:

- 1.4.1 The bidder withdraws his tender before processing of the same.
- 1.4.2 In the case of a successful bidder, if the bidder fails in accordance with any Terms and Conditions or any requirement as specified in this document.
- 1.4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.

1.5 Rejection of the Bid

The Bid is liable to be rejected if:

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

1.6 Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before 07.05.2016 on e-mail: hodit.network@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

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

1.7 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 Bank.

1.8 Introduction and Disclaimer

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for Supply, Commissioning, and Maintenance & Management of MPLS links at branches for UCO Bank.

The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

1.9 Information Provided

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

1.10 For Respondent Only

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

1.11 Confidentiality

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

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

1.12 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections

contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

1.13 Costs Borne by Respondents

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

1.14 No Legal Relationship

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

1.15 Errors and Omissions

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

1.16 Acceptance of Terms

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

1.17 RFP Response

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

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

1.18 RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **1 year** from the time the RFP response submission process closes.

1.19 Notification

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

1.20 Language of Bids

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

1.21 Indemnity

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

1.22 Authorized Signatory

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

PART –II

2.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 1956.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2	The bidder should have had an annual turnover of more than Rs. 300 Crores during each of the last three financial years as evidenced by the audited accounts of the company / division.	Copy of the audited Balance Sheets for the preceding three years (i.e. 2012-13, 2013-14 and 2014-15).
3	The bidder should have made operating profit in any one of the last three financial years (2012-13, 2013-14 and 2014-15)	Copy of the audited Balance Sheets for the preceding three years (i.e. 2012-13, 2013-14 and 2014-15).
4	The bidder should be a Telecom Service Provider and should have a valid DoT, Indian Government License to provide National Long Distance services in India. The validity of the license should be more than five years from the date of this RFP.	Copies of the licenses to be provided along with self-attestation by the authorized signatory with company seal.
5	The bidder should have commissioned and running at least 100 no. of MPLS links over wired media as last mile in a Public / Private Sector Bank / Financial Institutions / Government Organization within India as on RFP submission date.	Purchase order and execution certificate from existing customer(s).
6	Bidder should have an experience of minimum 3 years in providing MPLS VPN connectivity in India.	Declaration by the bidder that they have the required experience.
7	Bidder should have MPLS POP at	Necessary address & contact

	Bangalore, Kolkata, Chennai, Mumbai	details to be submitted.
8	The Bidder should have their own & independent full-fledged "Network Management Centre (NOC/NMC)", round the clock (24x7x365) manned by skilled & technical manpower, for efficient centre & remote monitoring, configuration, diagnose, troubleshooting and performance management of backbone network and last mile network of customers.	Necessary details such as location details, Technology used & resources deployed etc., to be submitted.
10	The Bidder should have service support center in Bangalore, Kolkata, Chennai, Mumbai and Undertake to provide seamless service to branches from the service support centers.	List of Support Service Centre with Address & contact details, Manpower Strength, Value of Stocks of Spares, Model and type of WAN devices serviced etc. should be specified in Annexure H.
11	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head.

Part –III

3.1 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most quality-sum-cost effective solution that appropriately meets the requirements of the Bank as identified in this RFP.

There would be a three (3) stage evaluation process.

The Stages are:

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

3.1.1 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.

3.1.2 Technical Evaluation

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 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 – G, H and J. The Bidder should comply all points in scope of work in Part IV and all technical requirements in Annexure – G.

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

3.1.3 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:

- 3.1.3.1 The L1 Bidder will be selected on the basis of the amount quoted for proposed links as per Annexure-J

- 3.1.3.2 The L1 vendor will be awarded for providing 4 no. of MPLS for Bank DC & DR to M/s Euronet DC & DR Connectivity.
- 3.1.3.3 L2 bidder will be awarded for providing 3 no. of MPLS links for Bank DC & DR to M/s Euronet DC & DR Connectivity and subject to the acceptance of lowest cost of those links quoted by other bidders.
- 3.1.3.4 L3 bidder will be awarded for providing 2 no. of MPLS links for Bank DC & DR to M/s Euronet DC & DR Connectivity and subject to the acceptance of lowest cost of those links quoted by other bidders.
- 3.1.3.5 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- 3.1.3.6 The Bidder needs to provide Unit costs for link and services; unit rates with applicable taxes would be considered for the TCO calculation purposes.
- 3.1.3.7 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value in the submitted bids for that particular link type would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART –IV SCOPE OF WORK

The scope of services for Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter is as follows:

- 4.1 The links to be terminated at Bank's data centre at Bangalore & Disaster Recovery Center at Kolkata and Euronet DC & DR should be of Optical Fibre media with self-healing ring based architecture. The last mile should be coming via two different physical paths (Ring Architecture). **A diagram showing path redundancy at our data centre should be submitted with technical bid.** Any cross-connect charges, if required to terminate the link at our Bangalore Data center, will be borne by Bank.
- 4.2 The connectivity provided by the bidder has to be L3 MPLS VPN solution on dedicated ports with 2 Mbps (1:1 full duplex) committed information rate with end point as Ethernet. The circuit should be available in full duplex mode with sending and receiving available on the same circuit. (For eg. - On a 2 Mbps circuit, 2 Mbps sending and 2 Mbps receiving should be possible simultaneously).
- 4.3 Selected bidder shall provide committed bandwidth at each location and make it available continuously. Bidder should ensure that committed bandwidth subscribed by Bank is always available for use. Bank may test the load on the links on time to time. In case of bandwidth subscribed by the branch is not available at any time, the duration of non-availability of committed bandwidth will be treated as downtime of the link. Penalty on downtime will be enforced accordingly.
- 4.4 A separate VPN is to be created only for Bank network and in no way the VPN should be shared with other customers sharing the MPLS backbone. Bank MPLS Network must be accessible to Bank nodes only. Bank has implemented IPSEC VPN in its existing network. Bank will also run IPSEC VPN on this MPLS link and there should not be any dependency from bidder/ service provider on this implementation while integrating their MPLS network. Further, there should not be any dependency on the service provider if Bank decides to implement other VPN variants like GETVPN, DMVPN or any such technology.
- 4.5 Bank may enhance the bandwidth of a particular link on demand basis.
- 4.6 The MPLS VPN network of bidder should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does not run both customer MPLS VPN traffic and Internet traffic. The MPLS-VPN network offered to the Bank should not carry any internet routes. Service provider has to provide network topology showing how internet is provided on MPLS cloud.

- 4.7 Bidder needs to have a co-ordination with the existing system integrator M/s HP for integrating with present system for the branches to function smoothly.
- 4.8 The bidders are expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly state the equipment that will be deployed with its physical, electrical and any other related equipment. The charges towards cabling & other activities should be included in the cost at link.
- 4.9 Any extra material required for the project execution not mentioned in the commercial bid, shall be supplied and deployed by the bidder at no extra cost to Bank.
- 4.10 Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.
- 4.11 Bidder will monitor the links and Bidder must have own Network Operation Centre (NOC) for monitoring of the Network. Bidder will monitor all the links from their NOC through NMS and submit the reports like Uptime, Bandwidth utilization, Link error, latency, etc on monthly basis and as per the requirement. Bank will provide the SNMP access (read only) of the router for monitoring of the link.
- 4.12 Bidder should log a call automatically in case of any issue without waiting for customer complain and should take the necessary action for restoration of the same. Bidder should also inform to Bank through mail or SMS.
- 4.13 Supply, installation and configuration of WAN end equipment like modems, last mile equipment etc. would be done by bidder to provide the solution. IP address used on UCO bank end shall remain same as per the current schema implemented in UCO Bank at all the locations (which shall be shared to the successful bidder).
- 4.14 The prospective service provider shall establish the MPLS-VPN Network and should be capable of maintaining it for a minimum period of 1 year initially and then subsequent extension for 4 years based on the performance of the network link.
- 4.15 The bidder shall keep the price valid for a period of 1 year from the date of RFP Response submission process closes. Bank may procure additional links during the period to meet its business requirement.
- 4.16 The proposed network by the bidder should support:
- a) ATM transaction traffic.
 - b) All web and client –server based application

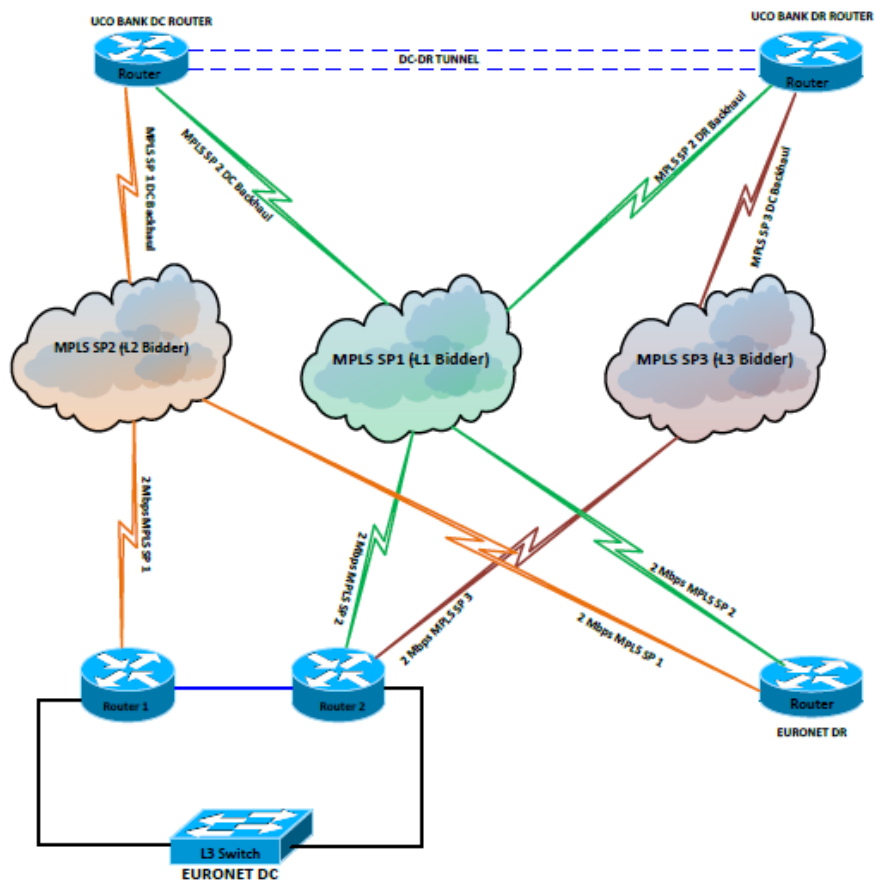
- c) End to end QOS (Quality of Service) & CoS(Class of Service)
- d) IPsec

- 4.17 The MPLS VPN should support any to any connectivity and should be a closed user group for Bank and should not have any physical and logical interference with other customers of the Internet route/traffic
- 4.18 The architecture used for the complete solution should be end to end enabled with layer-3 routing domain (end to end transparent layer-3 routing using static and dynamic routing).
- 4.19 The solution should provide end to end transparent data reachability of data, voice, video etc. (no filter of traffic from SP).
- 4.20 The bidder should provide Ethernet connectivity over RJ45 interface to connect Bank's routers at data centres. Cross Connect charge for terminating cable from ISP mask to Bank routers at Data Centre will be borne by Bank.
- 4.21 Bidder has to replace/repair faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/damage, during the contract period. However, the "force majeure" clauses will apply. In any case, the bidder will have to arrange for replacement of the faulty/defective equipment, asap. External antennas should have proper lightning conductors, wherever necessary.
- 4.22 Bidder shall meet all the Govt. or other Regulatory directions/requirements and ensure its compliance.
- 4.23 Latency should not be more than 70 ms (End to End) for a 1500 byte packet size measured for a minimum of 1000 packets.
- 4.24 Average end to end packet loss should not be more than one in 1,000 with IMIX packets measured for a minimum of 1000 packets.
- 4.25 Average Jitter of the connectivity should be less than 30ms measured for a minimum 1000 packets.
- 4.26 Minimum MTU (maximum transmission unit) size should be 1500 bytes.
- 4.27 The connectivity should be capable of provide end to end Quality of Service (QoS).
- 4.28 The connectivity should be capable of provide End to End Differentiated Services Code Point (DSCP) and Class of Service (CoS) continuation.
- 4.29 Bidder should use Simple Network Management Protocol version 2 (SNMP v2) managed devices for end to end communication from the

Euronet Data Centre to data centre of Bank for the proposed connectivity.

- 4.30 Bidder's network should support dynamic routing protocols like Open Shortest Path First (OSPF), Border Gateway Protocol (BGP) etc.
- 4.31 Bidder's network should support access control list (ACL) Support ,SNMPv2 support Network Time Protocol Version 4 (NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP), Secure Shell version 2 (SSHv2) and Internet Protocol version 6 (IPv6) support.
- 4.32 Bank and/or third party consultants hired by Bank should have rights to audit/review the whole setup of the bidder catering to Bank's application
- 4.33 The proposed solution should be IPv4 and IPv6 compliant.
- 4.34 Bidder's network should support Incident management: Prevention mechanism for mis-configuration, Alert mechanism should be in place for any incident occurred etc., Every incident reported should be notified to Bank and documented, System should have capability to send alerts through email and SMS to respective authorities/stakeholders.
- 4.35 Network devices should be updated with latest firmware and security patches. Process for performing update should be maintained and approved by Bank.
- 4.36 In future, if the bidder gets involved in Regulatory issues / Licensing issue with any Govt. /Law enforcing agency/ Regulatory authorities , it is the responsibility of Bidder to replace / substitute the wire Technology at no additional cost to the Bank without compromising SLA and security.
- 4.37 The service provider shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Payment will not be released in absence of above signed agreement.
- 4.38 Security being prime concern, Solution should not breach the security of any other installations of Bank in any way.
- 4.39 During the currency of the contract, the vendor should upgrade the system / offered Link, if better technology available at no additional cost.

4.40 Network Diagram for connectivity between Bank and Euronet Datacenter as mentioned below:



PART-V

5.1 Order details

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

5.2 Performance Bank Guarantee

The Selected bidder, within 30 days from the date of each purchase order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to 10% of the order value valid for 15 months from the date of purchase order. Upon furnishing the Performance Bank Guarantee of first order, the EMD of the selected bidder shall be returned.

If extended for 4 years, accordingly PBG shall be extended or resubmit by the bidder.

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

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

5.3 Installation and commissioning

5.3.1 Bidder has to commission the links at datacentres within 4 weeks from the date of acceptance of purchase order. In short, the entire project shall be implemented within 4 weeks from the date of acceptance of Purchase Order. Order will be deemed accepted from 7th day of PO date, in case vendor do not convey formal acceptance to Bank.

5.3.2 If the site is not ready due to reasons not attributed to the vendor, no penalty will be levied by the Bank.

5.3.3 If link may require to be shifted new location an onetime cost of Rs. 10,000/- will be payable for the same, which includes dismantling & shifting of network equipment related for the link and recommissioning of network link at new location. Shifting of link will be completed within 4 week from date of PO for shifting the link.

5.4 Payment Terms

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

- 5.4.1 The initial period will be for 1 year. However same will be extended for 4 years based on performance basis. The Bidder have to charge the link charges quarterly in arrears on per-link basis based on the achievement of SLAs defined in the document. The bidder should submit the link-wise uptime achieved to enable the Bank to pay quarterly charges.
- 5.4.2 One time cost, if any, will be paid after successful commissioning of the link and acceptance by the bank. Bidder should raise the invoice for one time charges on monthly basis.
- 5.4.3 Bidder should raise invoices after deducting the applicable penalties i.e. SLA, extended, etc.
- 5.4.4 The charges per location will begin from the date of acceptance of the link. The service provider should submit the installation and commissioning certificate signed by the Bank's official certifying successful completion of installation and commissioning for the payment.

5.5 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 all applicable taxes such as Sales/Service/VAT / Waybill etc. The Octroi /Entry Tax will be paid extra, wherever applicable on submission of actual Tax receipt.

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 MPLS-VPN Network and should be capable of maintaining it for a minimum period of 1 years initially and then subsequent extension for 4 years based on performance basis.

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.

5.6 SLA for Network

The table below specifies the end-to-end link uptime matrix.

Sl.	Link category	Monthly Uptime (24X7 basis)
1	DC DR Link	99.9%

The round trip delay of the network at any time should not be more than 70 msec (average) with 50% link utilization and packet drop should be less than 0.01%. In case of high latency, it will be responsibility of the Service provider to rectify the latency either by replacing the local pair or by other similar measures to contain latency within the stipulated limits.

5.7 Payment against delivery of SLAs :

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

Monthly Uptime	% of payment of link
Links	
99.9% or more	100%
>99.5% to <=99.9%	90%
>99.5% to <=99.7%	80%
>99.3% to <=99.5%	70%
>99.0% to <=99.3%	60%
Less than 99%	Nil

There should have no unplanned downtime of more than 30 minutes during the peak business period (9 AM to 9 PM) and more than one hour during non-business hours.

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

$$\% \text{ of uptime} = \frac{[\text{Total Business hours (24X7 basis) in month} - \text{Total downtime during business hours (24X7 basis) in month}] \times 100}{[\text{Total Business hours (24X7 basis) in month}]}$$

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.

Following will be excluded while calculating the down time:

- Down time due to Bank issues.
- Schedule down time for maintenance activity. Bidder need to inform to the Bank at least a week before for the schedule down time and for urgent situation at least 24 hours before.
- Down time due to force measure like Earth quake, Natural calamities, Riots and major power outage.

5.8 Liquidated Damage

Any delay in commissioning/shifting of the link beyond the mentioned time, Bank will charge penalty at 1 % of the order value for that link (link by link basis) 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.

If Bidder fail to commission the link as per feasibility report 10% of the link cost will be deducted from payment of other link or from Performance Bank Guarantee.

5.9 Force Majeure

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

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

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

5.10 Completeness of the Project

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

5.11 Acceptance Testing

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

In case of any discrepancy, the Bank reserve the right to terminate the entire agreement in case the bidder does not rectify the issue and the bidder shall take back bidder equipment (if any) at bidder's costs and risks. The Bank have the right to reject the 'Vendor Supplied Link' and to seek free replacement of the link till the completion of acceptance test and obtaining final acceptance certificate from the Bank.

5.12 Order Cancellation

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

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

5.13 Indemnity

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

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

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

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

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

The vendor shall not indemnify the Bank for

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

5.14 Publicity

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

5.15 Privacy & Security Safeguards

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

5.16 Technological Advancements

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

5.17 Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Installation, Commission and Maintenance of This MPLS link scope as defined under this document,

are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

5.18 Resolution of Disputes

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

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

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

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

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

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

5.19 Exit Option and Contract Re-Negotiation

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

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

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

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

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

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

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

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

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

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

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

5.20 Corrupt and Fraudulent Practices

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

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

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

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

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

5.21 Termination

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

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

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

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

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

5.22 Effect of termination

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

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

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

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

offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

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

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

5.23 Arbitration

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the Selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

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

5.24 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).

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

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

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

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

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

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

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

ii) This Bank Guarantee shall be valid upto and

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

..... (date of expiry of Guarantee including claim period).

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

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Compliance Chart

Compliance chart for submitting RFP for Supply, Commissioning, Maintenance & Management of MPLS links at branches.

Sl No.	Particulars	Compliance Status (Yes / No)
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?	
2.	Is the Technical bid made in conformity with as per Annexure G & H ?	
3.	Is the Commercial bid made in conformity with Commercial bill of Materials as per Annexure –J?	
4.	Whether Bill of Material with masking of price is mentioned in Technical offer document?	
5.	Whether Model No. & Bill of Material is mentioned in Commercial Bid document?	
6.	Are the Technical & Commercial Bids organized properly?	
7.	Are all the pages numbered properly and signed and stamped.	
8.	Is EMD submitted?	
9.	Duly signed Annexure –C, E,F, is enclosed	
10.	Is the softcopies of the response of Technical Commercial RFP submitted in separate CDs?	
11.	Are document in support of all eligibility criteria submitted?	
12.	Are your solution complied with all Scope of work in Part IV including Annexure G?	

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

Sir,

Reg.: RFP ref no.

We submit our Bid Document herewith.

We understand that

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

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

Yours faithfully

यूको बैंक  UCO BANK

For.....

(Signature and seal of authorized person)

Place:

Date:

Format of Bank Guarantee (EMD)

To
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 Supply, Commissioning, Maintenance & Management of MPLS links at branches, M/s having their registered office at (hereinafter called the "Bidder") wish to respond to the said Request for Proposal (RFP) for self and other associated bidders and submit the proposal for Supply, Commissioning, Maintenance & Management of MPLS links at branches for UCO Bank and to provide related services as listed in the RFP document. Whereas the "Bidder" has submitted the proposal in response to RFP, we, the _____ Bank having our Head office _____ hereby irrevocably guarantee an amount of ₹ 20,00,000/- (Rupees Twenty Lacks 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 Five Lacks 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 ₹ 2, 00,000/- (Rupees Twenty lacks only).
2. This Bank guarantee will be valid upto201...; 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 before201....

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).



Annexure –E

Proforma of letter to be given by all the Bidder participating in the UCO Bank Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter for UCO Bank RFP on their official letterheads.

To
The Deputy General Manager (IT & BTD)
UCO Bank
Head Office-2

Sir,

Sub: **Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter**

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, 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.

We hereby confirm that we are agreeable to provide services as per SLA for a period of 1 years, extendable by another 4 years on base of performance. All the Annexure with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

The price quote in the commercial template in Annexure J valid for a period of 1 year from the date of RFP response process closes.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Proforma of letter to be given by all the Bidder participating in the UCO Bank Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter on their official letter-head.

To,
The Deputy General Manager (IT, BRP & BTD)
UCO Bank
Head Office-2

Sir,

Sub: **Supply, Commissioning, Maintenance & Management of MPLS links between Bank and M/s Euronet Datacenter**

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,

Authorized Signatory
Designation
Bidder's corporate name

Annexure –G**Technical Requirements**

SL No.	Technical Requirements	Remark
1	The links to be terminated at Bank's data centre at Bangalore & Disaster Recovery Center at Kolkata and Euronet DC & DR should be of Optical Fibre media with self-healing ring based architecture. The last mile should be coming via two different physical paths (Ring Architecture). A diagram showing path redundancy at our data centre should be submitted with technical bid. Any cross-connect charges, if required to terminate the link at our Bangalore Data center, will be borne by Bank.	
2	The connectivity provided by the bidder has to be L3 MPLS VPN solution on dedicated ports with 2 Mbps (1:1 full duplex) committed information rate with end point as Ethernet. The circuit should be available in full duplex mode with sending and receiving available on the same circuit. (For eg. - On a 2 Mbps circuit, 2 Mbps sending and 2 Mbps receiving should be possible simultaneously).	
3	Selected bidder shall provide committed bandwidth at each location and make it available continuously. Bidder should ensure that committed bandwidth subscribed by Bank is always available for use. Bank may test the load on the links on time to time. In case of bandwidth subscribed by the branch is not available at any time, the duration of non-availability of committed bandwidth will be treated as downtime of the link. Penalty on downtime will be enforced accordingly.	
4	A separate VPN is to be created only for Bank network and in no way the VPN should be shared with other customers sharing the MPLS backbone. Bank MPLS Network must be accessible to Bank nodes only. Bank has implemented IPSEC VPN in its existing network. Bank will also run IPSEC VPN on this MPLS link and there should not be any dependency from bidder/ service provider on their implementation while integrating their MPLS network. Further, there should not be any dependency on the service provider if Bank decides to implement other VPN variants like GETVPN, DMVPN or any such technology.	
5	Bank may enhance the bandwidth of a particular link on demand basis.	
6	The MPLS VPN network of bidder should be fully isolated from Internet traffic even if running on the same core/backbone. It is desired that same PE Router does	

	not run both customer MPLS VPN traffic and Internet traffic. The MPLS-VPN network offered to the Bank should not carry any internet routes. Service provider has to provide network topology showing how internet is provided on MPLS cloud.	
7	Bidder needs to have a co-ordination with the existing system integrator M/s HP for integrating with present system for the branches to function smoothly.	
8	The bidders are expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly state the equipment that will be deployed with its physical, electrical and any other related equipment. The charges towards cabling & other activities should be included in the cost at link.	
9	Any extra material required for the project execution not mentioned in the commercial bid, shall be supplied and deployed by the bidder at no extra cost to Bank.	
10	Bidder must ensure that it will use products that are intrinsically safe and are approved for use in these locations. It must adhere to Government of India safety regulation and should use earthing for all its masts.	
11	Bidder will monitor the links and Bidder must have own Network Operation Centre (NOC) for monitoring of the Network. Bidder will monitor all the links from their NOC through NMS and submit the reports like Uptime, Bandwidth utilization, Link error, latency, etc on monthly basis and as per the requirement. Bank will provide the SNMP access (read only) of the router for monitoring of the link.	
12	Bidder should log a call automatically in case of any issue without waiting for customer complain and should take the necessary action for restoration of the same. Bidder should also inform to Bank through mail or SMS.	
13	Supply, installation and configuration of WAN end equipment like modems, last mile equipment etc. would be done by bidder to provide the solution. IP address used on UCO bank end shall remain same as per the current schema implemented in UCO Bank at all the locations (which shall be shared to the successful bidder).	
14	The prospective service provider shall establish the MPLS-VPN Network and should be capable of maintaining it for a minimum period of 1 year initially and then subsequent extension for 4 years based on the performance of the network link.	
15	The bidder shall keep the price valid for a period of 1 year	

	from the date of RFP Response submission process closes. Bank may procure additional links during the period to meet its business requirement.	
16	The proposed network by the bidder should support: a) ATM transaction traffic. b) All web and client –server based application c) End to end QOS (Quality of Service) & CoS(Class of Service) d) IPsec	
17	The MPLS VPN should support any to any connectivity and should be a closed user group for Bank and should not have any physical and logical interference with other customers of the Internet route/traffic	
18	The architecture used for the complete solution should be end to end enabled with layer-3 routing domain (end to end transparent layer-3 routing using static and dynamic routing).	
19	The solution should provide end to end transparent data reachability of data, voice, video etc. (no filter of traffic from SP).	
20	The bidder should provide Ethernet connectivity over RJ45 interface to connect Bank's routers at data centres. Cross Connect charge for terminating cable from ISP mask to Bank routers at Data Centre will be borne by Bank.	
22	Bidder has to replace/repair faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/damage, during the contract period. However, the "force majeure" clauses will apply. In any case, the bidder will have to arrange for replacement of the faulty/defective equipment, asap. External antennas should have proper lightning conductors, wherever necessary.	
23	Bidder shall meet all the Govt. or other Regulatory directions/ requirements and ensure its compliance.	
24	Latency should not be more than 70 ms (End to End) for a 1500 byte packet size measured for a minimum of 1000 packets.	
25	Average end to end packet loss should not be more than one in 1,000 with IMIX packets measured for a minimum of 1000 packets.	
26	Average Jitter of the connectivity should be less than 30ms measured for a minimum 1000 packets.	

27	Minimum MTU (maximum transmission unit) size should be 1500 bytes.	
28	The connectivity should be capable of provide end to end Quality of Service (QoS).	
29	The connectivity should be capable of provide End to End Differentiated Services Code Point (DSCP) and Class of Service (CoS) continuation.	
30	Bidder should use Simple Network Management Protocol version 2 (SNMP v2) managed devices for end to end communication from the Euronet Datacentre to data centre of Bank for the proposed connectivity	
31	Bidder's network should support dynamic routing protocols like Open Shortest Path First (OSPF), Border Gateway Protocol (BGP) etc.	
32	Bidder's network should support access control list (ACL) Support ,SNMPv2 support Network Time Protocol Version 4 (NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP), Secure Shell version 2 (SSHv2) and Internet Protocol version 6 (IPv6) support.	
33	Bank and/or third party consultants hired by Bank should have rights to audit/review the whole setup of the bidder catering to Bank's application	
34	The proposed solution should be IPv4 and IPv6 compliant.	
35	Bidder's network should support Incident management: Prevention mechanism for mis-configuration, Alert mechanism should be in place for any incident occurred etc., Every incident reported should be notified to Bank and documented, System should have capability to send alerts through email and SMS to respective authorities/stakeholders.	
36	Network devices should be updated with latest firmware and security patches. Process for performing update should be maintained and approved by Bank.	
37	In future, if the bidder gets involved in Regulatory issues / Licensing issue with any Govt. /Law enforcing agency/ Regulatory authorities , it is the responsibility of Bidder to replace / substitute the wire Technology at no additional cost to the Bank without compromising SLA and security.	
38	The service provider shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Payment will not be released in absence of above signed agreement.	
39	Security being prime concern, Solution should not breach	

	the security of any other installations of Bank in any way.	
40	During the currency of the contract, the vendor should upgrade the system / offered Link, if better technology available at no additional cost.	
41	<p>Network Diagram for connectivity between Bank and Euronet Datacenter as mentioned below:</p>	

Annexure - H

Format Support Service Centre				
Sl No.	Place	Owned / Franchise	Phone/ Mobile/Fax No, and E-mail with communication address	No of Technical staff with Name
1	Kolkata			
2	Bangalore			
3	Chennai			
4	Mumbai			



Annexure - I

Technical BOM				
SI No.	Place	Datacenter Location Address	Type of connectivity with media details	Bandwidth
1	UCO Bank DC	S J Vijaya ragavan / Vikas Giri,UCO Bank data centre at – Tata Communications Ltd. no. 2, KEB Layout, Sanjay Nagar Main Road Geddaalahalli Bangalore – 560094		
2	UCO Bank DR	UCO Bank,Head Office, DIT, 3-4 DD Block, Sector 1, Slat Lake, Kolkata 700064		
3	M/s Euronet DC	Euronet Services India Pvt. Ltd. C/o. Reliance Communication Ltd. Euronet Cage, SH-1, 1st Floor, IDC-1,Dhirubhai Ambani Knowledge City, Koparkhairane, Thane Belapur Road, Navi-Mumbai, Maharashtra, India PIN: 400709		
4	M/s Euronet DR	Euronet Services India Pvt. Ltd. C/o. Netmagic Solutions Pvt. Ltd., Euronet Cage, Server Hall 1, 1st Floor, No.67, P.H.Road, Velappan Chavadi Chennai,Tamil Nadu, India PIN: 600077		

Commercial Template

Table A Link Cost for Wired links for One years with taxes						
Sl. No.	Between location	No. of Link (A)	One time cost with (B)	Unit recurring cost per year Price (C)	Taxes on per link (D)	Total Price E=A*(B+C+D)
1	Bank DC to Euronet DC	1				
2	Bank DC to Euronet DR	1				
3	Bank DR to Euronet DC	1				
4	Bank DR to Euronet DR	1				
Total cost						

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid. The actual cost of Octroi, if applicable will be reimbursed as applicable.

