

Request for Proposal (RFP)

For

Implementation of on-premises Private Cloud Infrastructure



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/4374/2021-22 Date: 07/03/2022

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

This document is prepared by UCO Bank for its Implementation of Private Cloud Infrastructure. It should not be reused or copied or used either partially or fully in any form.

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List of Annexures

Annexure No.	Subject
I	Tender Offer Forwarding Letter
II	General Details Of The Bidder
III	Manufacturer Authorization Form (MAF)
IV	Format Of Bank Guarantee (EMD)
V	Performa For Performance Bank Guarantee
VI	Undertaking For Non-Blacklisting / Non-Debarment Of The Bidder
VII	Undertaking To Abide By All By-Laws / Rules / Regulations
VIII	Undertaking Letter On The Selected Bidder's Letterhead For Central Minimum Wages Act & Labour Laws
IX	Undertaking Letter On The Vendor's Letterhead For GST Law
X	Undertaking For Price Validity & Acceptance Of All Terms & Conditions Of RFP
XI	Undertaking For No Deviation
XII	Certificate From Chartered Accountant (Signed & Stamped) Showing Company's Financial Position In Last 3 Years (Annual Turnover, Profit / Loss, Net worth Etc.)
XIII	Format Of Pre-Bid Queries To Be Submitted By The Bidder(S)
XIV	Pre Contract Integrity Pact
XV	Non-Disclosure Agreement
XVI	Eligibility Compliance
XVII	Technical Specification
XVIII	Technical Bill Of Material
XIX	Masked Commercial Bid
XX	Commercial Bid
XXI	Compliance Chart
XXII	Soft Copy Confirmation
XXIII	Self-Certificate For Local Content
XXIV	Restriction On Procurement Due To National Security

Bid Control Sheet

Tender Reference	RFP Ref. No: UCO/DIT/4374/2021-22 Date: 07/03/2022
Cost of Tender documents	Rs.50,000/- (Rupees Fifty Thousand Only)
Date of issue of RFP	07/03/2022
Date of commencement of sale of tender document	07/03/2022
Last date for submitting queries for the Pre-bid Meeting	17/03/2022 up to 4:00 PM
Pre-Bid meeting /Venue	21/03/2022 at 11:30 AM (Meeting would be done through Video-Conferencing)
Last Date and Time for receipts of tender bids	12/04/2022 at 04:00 PM
Opening of technical bids	12/04/2022 at 04:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Chief Manager, Head Office-2 Department of Information Technology 7 th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.proc@ucobank.co.in
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 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 more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2200 + ATMs & Cash Recycler Machines, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution. Latest state of art i.e. E-Banking & M-Banking solution to facilitate our customers to fulfil their banking need 24*7.

2 Overview or Objective

Bank intends to select vendor for delivery, installation, commissioning and maintenance of Bank's on-premises Private Cloud Infrastructure as detailed out in the scope of work under Part-IV of this RFP document.

3 Eligibility Criteria



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

Sl. No.	Criteria	Proof of documents to be submitted
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and	1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted

	other regulatory guidelines of Govt of India.	along with the eligibility bid. 6. Undertaking as per Annexure-XXIV to be submitted. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2	The bidder should be an OEM (Original Equipment Manufacturer) and/or OSD (original solution developer) or their authorized representative in India. In case OEM/OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.	Undertaking / Power of Attorney (PoA) from the OEM/ mentioning a clause that OEM/OSD will provide support services during warranty period if the bidder authorized by them fails to perform. In case of an authorized representative, a letter of authorization from original manufacturer must be furnished in original duly signed & stamped (As per Annexure – III).
3	Bidder should have maintained a positive net-worth in the last three financial years 2018-19, 2019-20 & 2020-21	Copy of the audited balance sheet, certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2018-19, 2019-20 & 2020-21 should be submitted.
4	The bidder should have a minimum annual turnover of Rs. 200 Crore per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21. This must be the individual company turnover and not of any group of companies.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Project Sign-Offs, payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc.
5	Proposed OEM product should have been implemented & running in any govt. organization/PSU/PSB in India in private cloud environment as on date of bid submission; with minimum VM/compute - composite 500 cores in a single instance.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion
6	Bidder should have experience in implementation of private cloud infrastructure in any govt.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion

	organization/PSU/PSB in India; with minimum VM/compute- composite 200 cores in a single instance.	Certificates / Project Sign-Offs, payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc.
7	OEM should have its own Support center & warehouse center in Kolkata & Bangalore.	Self-declaration from OEM mentioning address details of Support center & Warehouse center should be submitted.
8	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Undertaking to that effect should be submitted as per Annexure-VI.
9	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

Note: In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OSD (Original Solution Developer) or Principal OSD itself can bid but both cannot bid simultaneously. In such case OSD bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OSD, the same agent / distributor shall not submit a bid on behalf of another Principal OSD in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. 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.

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 desirous of taking up the project for RFP for Implementation of Private Cloud Infrastructure. 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 and Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 50,000/- (Rupees Fifty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 50,000/- (Rupees Fifty Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank, Head office-II, Department of Information Technology 7 th floor, 3&4 DD Block, Salt Lake City, Sector-1, Kolkata – 700064 Ph. No.- 033- 4455 9433/9770

4. EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	Earnest Money Deposit
Implementation of on-premises Private Cloud Infrastructure	Rs 1,00,00,000/- (Rupees one crore only, in the form of BG)

Non-submission of Earnest Money Deposit will lead to outright rejection of the offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

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

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

- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK 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:

- i. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- ii. It is received through E-mail.
- iii. It is received after expiry of the due date and time stipulated for bid submission.
- iv. 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.
- v. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- vi. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- vii. 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).
- viii. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XIV.

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 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. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in Annexure-XIII.

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.

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 addendum / corrigendum) 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. MSME bidder

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be

considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

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 accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

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 EMD 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 EMD. In any case the EMD 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. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet.

24. Acceptance of Terms

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

25. 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.

26. 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.

27. 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 initialed / authenticated by the person/(s) signing the Bid.

28. 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.

29. 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.

30. 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.



The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

31. Submission of Offer – Three Bid System

UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (**as per Annexure – XIV**), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies duly sealed and super-scribed as – **RFP for Implementation of on-premises Private Cloud Infrastructure** (Eligibility Bid), – **RFP for Implementation of on-premises Private Cloud Infrastructure** (Technical Bid) and – **RFP for Implementation of on-premises Private Cloud Infrastructure** (Commercial Bid) should be put in a single sealed outer cover duly sealed and super-scribed as – **RFP for Implementation of on-premises Private Cloud Infrastructure** as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be

selected based on the Total Amount quoted in the commercial bid. The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank 's address given in Bid Control Sheet Table, on or before the date specified therein.

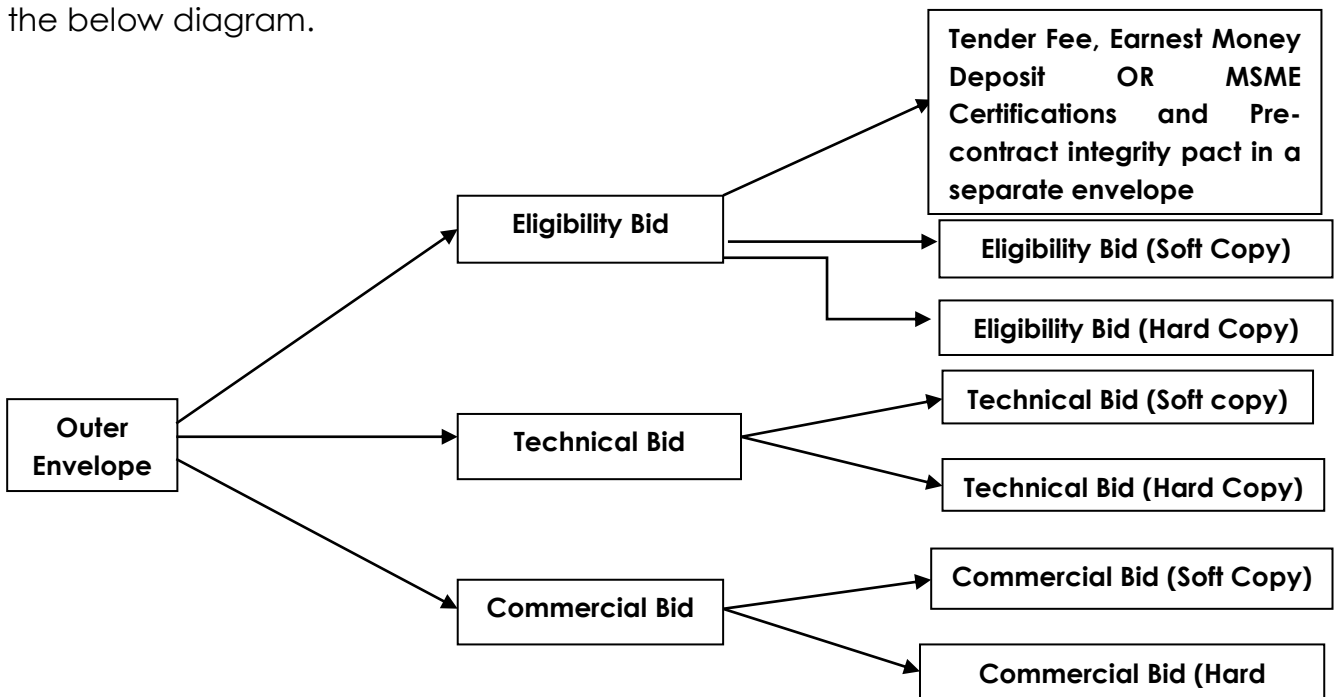
All envelopes must be super-scribed with the following information:

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

The Eligibility and Technical Offers 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 along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (**as per Annexure – XIV**). Tender Offer forwarding letter prescribed in **Annexure – I** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures**.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the below diagram.



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

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:

- a. 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 Eligibility Bid.
- b. One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- c. 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.
- d. Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per Annexure – XIX with technical bid envelope to be submitted.
- e. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- f. 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.
- g. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- h. 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.
- i. 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 price validity period.
- j. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.

- k. 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 the right to accept or reject any bid.
- l. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OSD.
- m. 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.
- n. Bids once submitted shall not be returned to the Bidder in future.
The selected bidder must adhere to the terms of this RFP document.

32. 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 – XIV** for strict compliance.

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.

1. Shri Ranjan S Katoch

A-91, Alkapuri,

Bhopal, MP- 462022

email: rkatoch@nic.in

2. Shri Hare Krushna Dash

House.No.829,Sector 8

Gandhinagar- 382007, Gujarat

email: hkdash184@hotmail.com

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

33. Preference to Make in India

The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India, “Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 will be applicable for this tender.

Purchase Preference: In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local

capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.

- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- "**Class-I Local supplier**" means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- "**Class-II local supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- "**Non-Local Supplier**" means a supplier or service provider , whose goods , services or works offered for procurement , has local content less than or equal to 20%.
- "**Margin of purchase preference**" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

33.2 VERIFICATION OF LOCAL CONTENT:

- a. The 'Class-I local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores , the 'Class-I Local Supplier/ 'Class-II Local Supplier ' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XXIII** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

34. Restriction On Procurement Due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or.

- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

35. 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.

PART – III

BID OPENING AND EVALUATION CRITERIA

1. Stages of Evaluation

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

The stages are:

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

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

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

2. Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

2.1 Eligibility Evaluation

The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP.

2.2 Technical & Functional Evaluation

- a. The proposals will be evaluated in three stages. In the first stage, i.e. Eligibility Evaluation as mentioned in Annexure – XVI. In the second stage, Technical Evaluation as mentioned in Annexures – XVII, the bidders will be shortlisted, based on their responses. In the third stage, the commercial bids of the eligible & technically qualified bidders would be opened and evaluated.

- b. The Bank will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the bidders.
- c. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

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

- The requirements are given in Annexure –XVII.
- UCO Bank may, at its discretion, waive off any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO Bank reserves the right for such waivers.
- The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexures – XVII.
- The Responses should be as per the table below.

Response	Description
Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. 'N'.
- Bidder should comply with all the requirements given in Annexures – XVII. Non-compliance to any of the requirement in Annexures – XVII may attract rejection of the proposal.

2.3 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 Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (with Prices masked). Technical bid 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 the proposed solution quoted by them as per commercial bid. However, in case of

any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.

- 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.
- d. In case there is a variation between figure and words, the value mentioned in words will be considered.
- e. In the event the vendor has **not quoted / not mentioned / left blank** item(s) in the commercial bid, for evaluation purposes the highest value for that item(s) among other submitted bids would be used to calculate the TCO, based on which the L1 bidder will be selected. However, for the purposes of payment and finalization of the contract, **the value of zero cost** in the unfilled item(s) would be used.

3. Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible 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 eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

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

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

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible 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.

PART – IV

BROAD SCOPE OF WORK

1. Bank proposes to appoint a Solution Integrator (henceforth referred as Bidder) to implement and manage bank's on-premises Private Cloud Infrastructure including but not limited to compute, storage, network, security etc. with the ability to scale up as per the workload requirements as and when required during contract period.
2. The Bidder shall be responsible for design and provisioning of required IT infrastructure, underlying system software and cloud services for deploying and hosting various applications of Bank including DR site. The Bidder will examine Bank's application landscape that needs to be hosted on cloud infrastructure. This activity will enable the Bidder to gauge the Application workloads criticality, complexity and the network connectivity required. The solution should be capable of enabling automatic Scale in and Scale out, should be agnostic to underlying hardware, storage, network, and operating system and shall allow Bank to add/reduce cloud resources on demand basis through a user-friendly dashboard. The solution needs to provide the ability for IT Administrators to automatically provision the services via a Web Portal.
3. The proposed private cloud solution shall be based on Hyper Converged Infrastructure in DC and DR Sites. The proposed HCI Solution shall have unified management and dashboard for provisioning, automation and orchestration of resources. The proposed HCI shall be based on Software defined Storage and Controller based Storage with No Single Point of failure architecture. There shall be dedicated clusters for DP, APP, WEB & Management nodes. The proposed HCI Solution shall support Virtualized, Containerized and Physical workloads Offered platform shall provide the simplicity of Hyper-converge from a well-known Hypervisor like VMware / Microsoft / Linux etc. platform along with required licenses as specifications and requirements.
4. The proposed Data Storage layer shall be based on Software Defined Nodes or Controller based Arrays. The proposed Data Storage layer shall provide native replication capabilities, cloning/snapshot capabilities The proposed Data storage layer shall support SSD / NVMe Drives for scale and performance Data Storage shall be designed with at least 6 nines availability and NSPOF Deployment. If Software defined storage is proposed, the cluster shall support erasure coding/RF3 and withstand 2 node failure. The Operating system /Hypervisor bootstrap on nodes shall be based on SSD Drives. All data Storage layer support data compaction/optimization features and encryption Offered platform shall support

and supplied with Quality of Services (QoS) for controlling the IOPS and MB/sec for a given datastore selectively. Offered platform shall automatically do QoS in order to prevent a single workload from taking over the overall storage layer performance.

5. Bank expects that the proposed solution architecture should be optimized in terms of cooling, power, and space (preferably 2/3 no. of racks each side) requirements.
6. The cloud architecture should be capable of implementing diverse applications like web, applications, databases, big data solution etc. with adequate provision of virtualization and application-level isolation.
7. The solution should be architected to run from primary data centre. In the event of a data centre failure, there should be provision to shift traffic to the DR site. The RPO during disaster recovery shall be ≤ 30 Minutes and RTO shall be ≤ 1.5 Hours. The Bidder shall provide a comprehensive BCP-DR plan. The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site. The DR site will be replica of primary data centre. The bidder is required to provide all assistance to bank official for successfully conducting the DR Drills as per bank's IT & BCP policy 4 times in a year.
8. The proposed solution should integrate the current SOC and Network infra of Bank and be guided with current security framework and tools (specifically SIEM, PIM, DAM, WAF, ATP, NMS). It is envisaged that Private cloud will be accessed through Bank Intranet as well as over internet by Bank users and external entities. Bank Private Cloud infrastructure will also have direct/API connectivity to other trusted organizations.
9. Bidder has to provide Hyper Converged Infrastructure (HCI) Cluster (Compute, Storage, Memory and required L2 Network Switches (in HA) for inter node communication. The HCI solution should include SDC, SDS and Infrastructure Management as part of the solution) along with the following:
 - Hypervisor
 - Cloud Management & Orchestration
 - Virtual Load Balancer
 - Network Switch (L3)
 - Operating System (25% RHEL and 25% Windows, with remaining licenses to be procured later on)
 - Backup Appliance with backup/recovery and replication.
 - Onsite Manpower Support
 - Schedule of Deployment

- 10.** The Bidder shall implement suitable monitoring tools for measuring the service levels, performance and utilization of applications, servers, storage etc. The tool shall be capable of generating periodic reports on utilization of resources as per SLA.
- 11.** Bidders should build a self-resilient architecture, especially management layer should be in High Availability that requires minimal monitoring and support. Bidders should adopt suitable automation tools so as to optimize the number of resources deployed on site. The Bidder should provide adequate support for Cloud Infrastructure Management both at Primary Data Centre and DR site to meet the stipulated SLA. Bidder should have back-to-back support to ensure speedy turnaround time in case of system failure.
- 12.** The Bidder should quote all the latest versions of products, software, hardware's, servers, appliances, etc. The quoted products, software, hardware, servers, appliances, etc. should not be declared as end of support during the contract period of agreement from the date of issue of purchase order.
- 13.** Bidder should facilitate migration of application on the cloud infrastructure, cloud provider will host the application & DBs both at DC and DR. Bank intends to migrate various applications & DB to Private Cloud in phased.
- 14.** Hardware & Sizing specifications mentioned in Annexure XVIII are based on certain calculations and assumptions. These are based on minimum sizing specifications/requirements to be met in response to the RFP. Bidder should make their own calculations, investigations, decisions to size their products/solutions/services appropriately to meet the requirements of the RFP (such as Redundancy, high throughput, IOPS etc.).
- 15.** Details hardware requirement, Sizing with minimum configuration Annexure XVIII. Any point of time proposed hardware component utilization should be less than 80%. If required, bidder can propose hardware sizing over, and above minimum sizing mentioned in RFP. If any short falls/performance degradation/unable to get response time, then bidder needs to upgrade hardware without any additional cost to the Bank within 3 months. In case successful bidder fail to upgrade within specified time, then Bank shall have the right to impose penalty and/or cancel the order and invoke performance bank guarantee.
- 16.** The bidders are requested to ensure proper sizing of the solution based on their overall assessments, scope of work defined in RFP and other parameters such as SLA requirements, etc.

17. The Bidders should consider existing IT set up for considering solution design, architecture, licenses, device licenses, storage, backup, archival, connectivity, number of ports /segment requirements in appliances/devices, etc. while proposing the Private Cloud Infrastructure as per the requirements of this RFP.

18. The licenses for all the proposed products/solutions should be in the name of Bank and should be valid during the tenure of the agreement. Bank may further extend the quantity to additional user licenses for all the proposed products/ solutions on similar rates as and when required during tenure of the agreement.

19. The sizing requirement for DC and DR will be 1:1. DR site should have additional UAT environment

20. Operations & Maintenance Services:

The Bidder shall be responsible for providing adequate support for proposed private Cloud infrastructure hosted at DC and DR during Contract period. The resources shall manage IT infra supplied by the Bidder. The resources will consist of skilled (preferably certified) for various Private Cloud components. The resources will have to be deployed at Bank Data Centre.

Minimum Resource Deployment during contract period

Resource	Location of the resource	Minimum Shift (8 hours)	Minimum no. of Resources Per Shift	Service Window
L1- Cloud Infra) Hardware , OS and backup & restoration Management, Monitoring , Administration , reporting, Network admin)-DC Site	DC	3	1	24x7x365
L1- Cloud Infra) Hardware , OS and backup & restoration Management, Monitoring , Administration , reporting, Network admin)- DR Site	DR	1	1	General Shift
L2- Cloud Infra)Hardware , OS	DR	2	1	7 AM to 3

and backup & restoration Management, Monitoring , Administration , reporting, Network admin)- DR Site				PM 3 PM to 11 PM
L1 – Database Management (DR Site)	DR	3	1	24x7x365
L1 – Database Management (DC Site)	DC	1	1	General Shift
L2 - Database Management (DC)	DC	1	1	General Shift
L2 - Database Management (DR)	DR	2	1	7 AM to 3 PM 3 PM to 11 PM

However, if needed, bidder can engage more resources to meet SLA, uptime and scope of work defined in this RFP during contract period.

21. The Bidder will appoint a Single Point of Contact, who will be responsible for all activities like Facilities Management Services, Warranty AMC and ATS for all components, hardware, software, application etc., supplied in this RFP. Facilities Management Services should cover

- System & Database Administration and maintenance.
- Database performance tuning every 6 months during the contract period.
- Backup and Restoration Management and FM support
- Infra support (Hardware, Servers & Storage, SAN and OS Management etc.)
- Management and FM support of all other hardware and software supplied under this project.
- Replication of DC and DR setup,

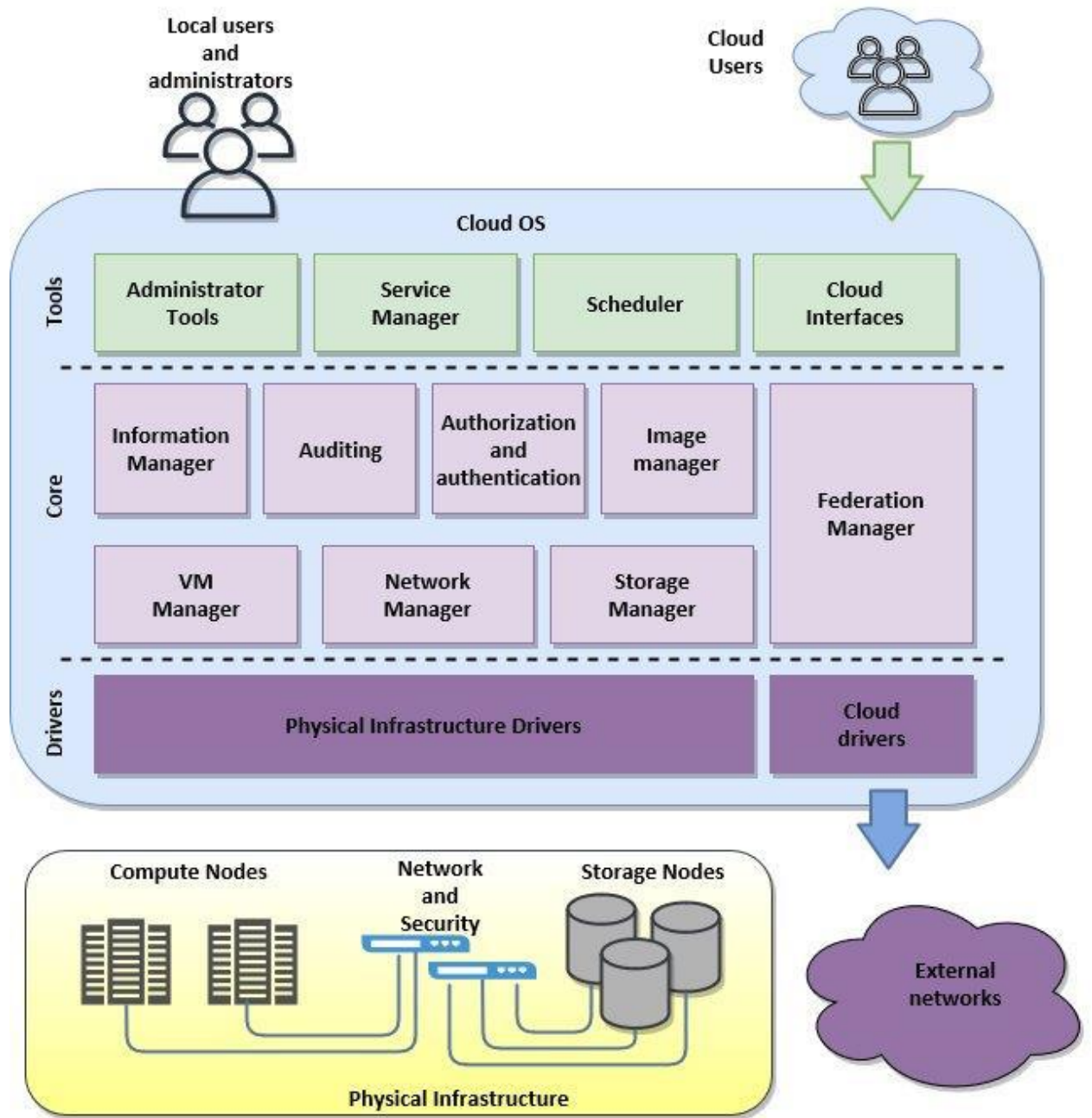
a) The support coverage would be for all the application / Solution / Hardware supplied by the Bidder through this RFP.

b) The bidder should act as a Single Point of Contact for all internal users whether for service requests, incidents or problems for all the applications /

solutions / hardware provided / taken over / supported by the Bidder by way of this RFP.

- c) Bidder should deploy competent resources for the team to provide necessary maintenance and support as per the requirement of the Bank. Bidder has to deploy adequate resources to ensure that the systems are up and customer service is not impacted. To ensure that the SLAs are met, the Bidder if required will need to deploy additional resources during the contract period including implementation schedule without any additional cost to the Bank. The Bank has a right to interview and reject resources deployed by the Bidder.
- d) Facility Management team should be available on-site and would resolve day-to-day production issues reported in all in applications / hardware by debugging and analysing the same.
- e) Upon intimation of the issue from the Banks' Team, the Facility Management team would analyse the issue and provide the necessary solution /Patch as per the SLA.
- f) Bidder's support team would liaison with the ATS / AMC team of OEM Bidder to report product related bugs, parameters and obtain & apply the fixes (if applicable) for the same in consultation with Bank.
- g) Bidder needs to note that the products and solutions proposed by the Bidder by way of this RFP should come with warranty of 3 Years for Hardware and 1 Year for Software. Thereafter, the Bidder should provide AMC/ATS for these products and solutions during contract period.
- h) In case, the resource deployed by the bidder is unable to continue during contract period, it will be the responsibility of bidder to provide similar resource within 7 days.

22. Proposed Private Cloud Infrastructure



23. Hardware Management

- a) As a part of FM, the Bidder shall provide services relating to maintenance and support to server hardware and other infrastructure supplied for the entire contract period.
- b) The Bidder shall provide for maintenance of Hardware, including preventive Hardware support, as well as repair and / or replacement activity after a problem has occurred, Firmware upgrade, patch update, OS version upgrade, Warranty/AMC service management, including coordination and vendor management.

- c)** The Bidder shall provide a single-point-of-contact to Bank for the resolution of Hardware related problems or to request an equipment upgrade or consultation.
- d)** If the Hardware supplied by the Bidder is to be replaced permanently, the Bidder shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, the Bank may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation, stoppage of the production of the same make/model/ configuration by the MANUFACTURER or cessation / winding up of the Company. The price benefit if any gained in the process by the Bidder, is agreed by the Bidder to be passed on to the Bank.
- e)** Bidder shall provide Hardware maintenance services including preventive maintenance (e.g., running standard diagnostics, machine cleaning, checking cables and ports), corrective maintenance to remedy a problem, and scheduled maintenance required to maintain the Hardware in accordance with manufacturers' specifications and warranties.
- f)** Bidder shall co-ordinate warranty repair or replacement service for the Hardware and process warranty claims, as applicable.
- g)** The Bidder agrees that if the faulty equipment are required to be taken outside the Bank premises, the cost of transportation and other related costs will be borne by the Bidder.
- h)** Bidder shall maintain accurate documentation on the current location and status of Hardware in the process of being repaired.
- i)** Bidder shall provide maintenance data, as reasonably requested by the Bank, to support replacement / refresh scheduling.
- j)** Bidder shall provide monitoring interface to problem management process of the Bank.
- k)** Bidder shall provide support and assistance, as required, to isolate complex operational and software problems.
- l)** Bidder shall update and provide the information required for the Bank to update the proposed asset management system.
- m)** Bidder shall track and report Mean Time between Failures (MTBF) for Hardware.
- n)** Bidder shall backup, remove, protect, and to restore programs, data and removable storage media in a machine prior to presenting the machine for service.
- o)** The Bidder shall provide all maintenance services in accordance Service Level agreement mentioned in RFP.
- p)** The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance required during the tenure of the contract.

q) Server Planning:

- Configuration Management
- Performance Management
- Capacity Management

r) Hardware Management

- Managing the incident through service restoration
- Validating severity classification of the problem
- Determining the scope of the problem
- Facilitating the Service Recovery Team meeting
- Escalating the issue as required
- Conducting Root Cause Analysis
- Preparing restoration plans
- Proactive Monitoring of hardware and software during in-scope service hours
- Administer and/or execute Service Management processes and procedures
- Perform basic problem determination on systems and components managed by Bidder which include:
 - Hardware problems
 - System software problems
- Evaluate planned changes to the server environment and advise requirements to support such changes
- Provide server configuration reports and configuration details to the Bank as requested
- Implement configuration management processes and procedures
- Maintain an audit trail of server configuration changes as resulting from release and change control processes.
- The required software agents are to be installed, configured and monitored.
- Provide guidance to the bank and industry best practice for the optimal configuration of the operating system environment
- Produce and maintain installation and configuration diagrams of all installations
- Actively manage and report on the availability of all servers.
- Perform server periodic checks, monitoring and performance tuning.
- Communicate any service issues or implementation concerns with the bank and appropriate support personnel and/or bidders.
- Monitor hardware and system software status, process status, and take necessary action based on detected problems or issues as provided in this schedule.

- Provide problem escalation and interact as necessary with third party suppliers.
- Provide monitoring and troubleshooting for the server environment
- Provide timely notification and escalation to on site personnel if any hardware and software conditions exist that must be resolved on site to meet the service levels provided in this schedule.
- Bidders will ensure appropriate resources are on site to ensure service levels are achieved if recovery or actions are required.
- Propose tools for operations such as monitoring, deployment and configuration etc.
- Ensure server access is secure and authorized.
- Management of logical access to the server environment in accordance with the bank's policy (including administrator \ root access)
- Assist the bank with application support requiring operating system changes or access
- Evaluate the impact of new operating system upgrades or releases on existing applications and performance.
- Install patches as and when these become available, per bidder instructions for security exposures and Operating System bug fixes deemed critical by the bidder.
- Monitor status of system processes
- Monitor and respond to system alerts and events
- Monitor and respond to hardware alerts and events
- Monitor and maintain system error logs
- Performing required batch setup activities (ad hoc requests)
- Monitoring and responding to application alerts
- Monitoring and responding to application file system space issues
- Manage non-root application file systems
- Modifying file system sizes
- Shifting of servers within the premises and reinstallation and configurations including cabling and asset labelling
- Configure the disk storage arrays
- Execute backup and recovery procedures
- Retrieve archived tapes and restore required files and data sets
- Performing mock system failure and then data restoration drills on periodic basis
- Ensure the configuration of operating systems is in line with standards and policies as defined by the bank
- Document and track all configuration management problems using the site change management process.

- Co-ordinate all changes through the site's change management process.
- Configuration management for operating system release levels, patches and status.
- Perform routine system operation functions and system console operations actions such as power on/off, system reboots, and start/stop/reset.
- Apply preventive and corrective maintenance to all system level software (operating system and other non- application software).
- Install and upgrade all system level software (the operating system and other non-application software).
- Escalate hardware related malfunctions to the hardware supplier for resolution as provided in the bidder maintenance contract
- Inventory information about hardware shipping and receiving, raised floor space requirements, equipment placement, cabling, fibre, connectivity details, power and earthing requirements
- Servers/Storage hardware maintenance and support is based on various maintenance levels.
- Alert the bank about hardware changes that may impact application execution in support of the bank's application testing.
- Design back-out processes to return to the former hardware configuration if unforeseen problems occur during installation.
- Co-ordinate the scheduling and installation of supplier- recommended preventative maintenance and other hardware specific changes.
- Schedule down time as and when required to perform required hardware preventative maintenance, installation and testing.
- Design, build, schedule, and implement a hardware refresh template.
- Configure operating systems at the setup of each server, to establish super user privileges and access rules and establishing other standard guidelines, based on the agreed security policy of the bank
- Establish the process and procedures for requesting logon IDs and OS system level access
- Create, modify, and delete system logon IDs using the Change Control Procedure
- Monitor and maintain accounts and IDs and their designated privileges or access to make certain only active, authorized IDs have access, based on the agreed security policy.
- Remove inactive or suspended IDs after a specified amount of time, based on consultation with security administration and the bank's using the Change Control Procedure
- Adjust and maintain operating system and security software parameters for password expiration, available in the specific operating system environment to meet the agreed security policy requirements

- Provide processes and procedures to maintain operating system data protection options.
- Perform bi-annual re-verification of data owners, authorized submitters and logon IDs, existing level of privileges, based on input from the bank and system security configuration.
- Work with the bank's application support personnel as reasonably required for the monthly/Quarterly reviews and maintenance of inactive user id's
 - Compile a list of defined user id's on the Operating System, and provide list to the bank
 - Perform reviews of system, monitoring and database administration user id definitions.
 - Bidders will apply the necessary changes as per the outcome of the review.
- Hardening of servers as per bank's policy
- Anti-virus scan and anti-virus update on the servers
- Bidders will delete the bank's application user id definitions, once such a request has been forwarded by the bank.
- Bidder to update virus related signature files on servers to manage the removal of malicious code.
- Support and ensure that the timely installation of updated signature files and anti-virus software patches on all servers within the managed environment occurs.
- Coordinate with Bank's SOC team for receiving the most up-to-date information on malicious code outbreaks and the appropriate software signature files to protect against malicious code.
- Obtain and release signature files for testing and application into a client dedicated environment.
- Signature file and patch updates to be made available and installed utilizing the bank's change control process.
- Testing of signature files are to be performed prior to deployment.
- Perform pre-production scans to identify potential security risks on a server prior to entering the production environment.
- Review the results of vulnerability scans and determine corrective actions based on the results of the scans
- Review the results of penetration testing and determine corrective actions based on the results of the scans.
- Review government and supplier bulletins and various other sources to identify emerging threats or vulnerabilities to the bank's hosts.
- Maintain the risk evaluation process of vulnerabilities in which mitigation plans are determined, in accordance with the agreed security policy.

- Maintain a vulnerability correction process to correct vulnerabilities detected through scanning of servers.
- Maintain a vulnerability correction process as new vulnerabilities are identified.
- Correct known vulnerabilities detected within the scope of the Bidder's responsibility, using the appropriate correction and change management processes
- The agreed security policy is to form the basis of security level.
- Maintain processes to provide consistent configuration of parameters for logging devices and ongoing maintenance of those parameters.
- Make certain of adequate retention of security event logs, based on the agreed security policy.
- Configure the parameters of the administrative tools for all system hosts, in accordance with the agreed security policy.
- Will provide event logging to the extent that tools, resources, and storage are available on client owned environments
- Ensure sufficient storage capacity available to retain logs
- Provide a listing of resource access rules for re-verification purposes
- Perform quarterly review all user ID's and forward list of ID's not used for the last 6 months to the bank for permission to delete these ID's.
- Process security data identifying logged or audited access to a resource.
- Process security data identifying attempted access to a protected resource.
- Process security data identifying password violation attempts.
- Process security data identifying usage of emergency ID's.
- Monitor and maintain ID's and their designated privileges or access to make certain that only active, authorized ID's have access.
- Adjust and maintain operating system and security software parameters, consisting of password expiration, available in the specific operating system.
- Provide performance management functions and establish performance monitoring thresholds for major processes.
- Proactively identify performance problems and improvements
- Provide capacity planning processes, for short term and long term planning, forecasting resource requirements, and analyzing and reporting resource trends.
- Monitor server utilization, CPU usage and I/O activity, produce capacity projection reports and develop plans for improvements.
- Review server capacity and advice where future additional capacity may be required or archiving policies need reviewing or implementing.
- Use standard operating system utilities and/or other third party tools where appropriate, to project the effects of new changes and workload changes

or when large configuration changes are performed in the environment on request of the bank.

- Perform operating system software tuning/optimization as required to maintain day-to-day operations
- Provide, install and maintain performance monitoring software.
- Maintain system parameters to manage subsystem performance and workload throughput.
- Implement changes as necessary to optimize the effectiveness and efficiency of the server platform.
- Analyze system resource and storage utilization.
- Perform capacity trend analysis.
- Perform capacity modelling.
- Capture capacity usage for the last 12 months.
- Provide forecasting based on historic trends and planned bank's initiatives.
- Provide assistance with batch scheduling issues and problems using the problem management process.
- Process job dependency information for batch job cycles as defined by the application support staff.
- Maintain specific batch cycles utilizing the standard operating system CRON scheduler throughout the operational support coverage hours as necessary to meet defined service levels.
- Provide appropriate system resources, tools and procedures to support the processing of user-initiated batch jobs.
- Agree with the bank's prioritization for scheduled, ad hoc and system jobs.
- Provide the necessary operational resources to support bank-submitted or bank-scheduled batch processing.
- Maintain tools and facilities for bank to perform batch scheduling and batch monitoring activities.
- Log problem records if scheduled and automated batch jobs fail.
- Consult with the bank should job priorities require a change due to system constraints.
- Perform problem diagnosis and purging of jobs on Operating System as necessary.
- Monitor automation tools and functionality.
- Maintain and execute system start- up/shutdown processes.
- Monitor, identify, and implement automation techniques to remove manual interventions for ongoing monitoring and operation activities.
- Perform maintenance and support for automation tools and products
- Problem determination and isolation for automated operational processes.

- Maintain and update documented hardware, facility, operating system, database and related system software recovery plans as necessary.
- Perform quarterly tests of the recovery plans to verify the effectiveness thereof in supporting the day-to-day banks operations.
- Provide the required personnel resources to perform recovery plan drills or actual recovery plan execution at the time of disaster.
- Provide requisite mirroring and redundancy across the DC & DR facilities to ensure adequate failover for the server environments.
- Cluster configuration including the integration of startup/shutdown scripts
- Configuration of shared storage
- Provision of documentation on implemented high availability solution
- Installation, maintenance and monitoring of clustering
- Conduct Cluster tests as a part of DR drills.

24. System Administration

- a) User account maintenance - Creating users, groups, creating user accounts, deleting user accounts, modifying user accounts etc. on the system.
- b) File/system/application access management in approval from Bank - Maintaining file and directory permissions on OS and application access management like creating user accounts at application level, assigning application access, setting application passwords, user lockout etc.
- c) Security monitoring and investigation - Assess risks on a particular system [OS environment and user needs], monitor network security, monitor denial of service attacks, bad bugs programmed threats, track logins, logouts, command runs.
- d) Performance optimization and reporting - Process and Memory Management, monitoring CPU performance, monitoring Memory performance, monitoring Input / Output performance, monitoring Ethernet traffic etc.
- e) Error detection, Troubleshooting and correction
- f) Bidder need to size the resources to maintain the system as per the SLA and scope of work mentioned in the RFP.

25. Updates/Upgrades/New releases/New versions/Patch Management

- a) The OEM may from time to time release Updates/ Upgrades/New releases/New versions and notify the Bank about the same. The Bidder agrees that all such Updates/Upgrades/ new releases/New versions, as and when released during the term of warranty or AMC will be implemented without any additional cost to the bank.

- b) Bidders have to note that Support for IPv6 is required as recommended by RBI Guidelines. This is applicable for the entire Solution proposed by the Bidder as part of the RFP. Also the Bidders should ensure that the Solution should be backward compatible to IPv4.

26. Data space management

The Bidder shall:

- a) Work with the Bank in defining data space management requirements of the Bank, which includes identifying:
- Fragmented data on a disk, and
 - Inefficiently utilized disk space
- b) Monitor disks at the Bank for fragmented data and periodically run a defragmentation process (that rewrites all the files on a disk, consolidating all the free space into large contiguous space), as appropriate;
- c) Periodically monitor disk space utilization at the Bank and take action to improve such utilization by (for example) deleting data that is no longer needed;
- d) Install, configure, test and manage any tools that may be required for data space management, such as those for compressing/stacking data or re-blocking data.
- e) Before taking any data management actions, notify the affected End Users at the Bank

27. Database Administration

The Bidder agrees that Bank's private cloud databases of the Bank will be administered as per applicable standards and requirements. The service covers all the databases run on Bank servers at DC, DR by the Bank including but not limited to:

28. Operating system, Database and system software Installation

- a) Installation and upgrade including patches of all OS, Databases and system software related to Bank's private cloud as per the recommendation of Application vendor during the contract period within quoted cost as per Bank's requirement.
- b) Defining the physical database design (log files, rollback segments, tablespaces, database descriptors, partitioned objects etc)
- c) Database Hardening and preparation & submission of hardening document as per the security policy of the Bank.

29. Database Performance Management

- a) Track & co-ordinate database related incidents/ problems till resolution.
- b) Conduct first level diagnosis for reported Incidents & perform resolution.
- c) Analysis of incident/ problem trends
- d) Co-ordination & escalation to Database's OEM till resolution
- e) Maintaining & monitoring the health & performance of databases (Primary and standby)
- f) Monitor & analyse alerts & logs including trace files, database changes, background job status, operating system logs, space management.
- g) Monitoring the table space utilization, file system usage and all other events of OS which may deter the performance of the database (primary as well as DR)
- h) Analysing/Troubleshooting Database Performance
- i) Collection of statistics for databases
- j) Optimizing database performance, Performance tuning
- k) Monitor physical DBMS for performance & capacity requirements
- l) Monitoring of databases
- m) Monitoring of transaction logs
- n) Provide recommendations on DBMS design
- o) Monitor the backup & report on backup logs
- p) DDL, export & import related activities
- q) Preparing monthly database related reports
- r) Provide databases for MIS purpose on daily, monthly and on need basis
- s) Periodic optimization of application databases through compression facilities and database tuning.
- t) Provide reports on database currency and propose upgrade recommendations
- u) The bidder is required to install & implement database diagnostics & fine-tuning packs based on bank's requirements.

30. Database Capacity Management

- a) Estimate & recommend database requirements based on received data from Database Performance team and Business projections (Half-yearly/ As and when required)
- b) Perform Database Space analysis
- c) Alignment to purging policy
- d) Review archive logs requirements
- e) Customizations required at DB level

31. Database Monitoring and Administration

- Setting data storage parameters for storage associated with the physical elements of the database
- Handling password issues
- Configuration of Databases
- Creating a new database instance
- Testing & implementation of patches
- Testing & implementation of upgrades
- Managing, applying & verifying Database program patches
- Database Scripting
- Review, recommend and test patches.
- Coordinate all changes through the agreed upon change management process
- Start-up and shutdown of databases
- Daily activities such as end of day, end of month, end of year/quarter etc.
- Daily / Weekly / Monthly backup of databases
- Database recovery
- Weekly database recovery checks
- Required logs maintenance as per Standards of the Bank
- Disaster recovery as per Standards of the Bank
- Database problem resolution
- Recreation of Indexes
- Perform pre-batch Activities-Scheduling of resources-Scheduling batch services-Define, maintain and document a work schedule for running production system batch jobs, and possible started tasks- Install and document system related batch jobs in the automated job scheduling package-Manage the root cause analysis for scheduling problems- Develop and maintain standards for job acceptance and implementation. The bidder can either use scripts or propose a tool for batch automation
- Remove applications from the application portfolio following decommissioning from projects or improvements.
- Perform regular import and loading of data and ad-hoc data extractions.
- Responsible for maintaining DB inventory
- Maintaining and performance tuning of UAT databases
- Migration of Databases (Release Upgrade)
- Execution of all back-end changes across all applications as informed by application owner
- Manage database transaction/ archive logs

- Administration/ management of archival databases (Purge from production and move to archive database)
- Resolving corruption (both Physical & Logical) issues at primary & standby databases
- Execute DBMS changes in support of major application or logical database design changes
- Designing & Implementation of logical & physical backups
- Flash back up on daily basis
- Bidder coordination with OEMs for upgrades, patches, bug fixes, performance tuning etc.
- Creation of a Standby database & setting up the DR
- Using data guard for Oracle
- Log shipping/Mirroring/Always On for database
- Monitoring, management and implementation of High Availability (HA) viz. clustering/RAC etc.
- Review of all databases and analysis on weekly basis
- Switchover of databases (as and when required and as per the defined time window)
- Refresh of Databases as per defined frequency or on demand
- Day end, month end, quarter end, year-end End of Day & Begin of Day support
- Resolution of audit points and VA/PT reports
- Support for processes run by branch charges for average quarterly balance/SB interest calculation
- Apply application data fixes.
- Perform application non production environment data refreshes.
- Cloning of application data environments.
- Monitor capacity and performance of databases.
- Control of the database (adapting database profile parameters, expansion of tables and table spaces)
- Technical reorganization of the database (defragmentation) also after archiving
- Analysis of the DB tables & indexes - continual performance enhancement measures
- Create new indexes, performs reorganizations as required per analysis
- Creation, maintenance and execution of database related scripts such as start-up and shutdown processes
- Creating and maintaining formal documentation of the database environment (e.g. scripts, design, configuration, access rights)

- Monitor availability of the databases as a subset of monitoring overall service availability.
- Providing solution services for database design, configuration and maintenance
- Assist with incident and problem management related activities relating to the database environment (e.g. integration, interface, performance, configuration issues as part of the overall support service) including interaction with third party suppliers where necessary.
- Archive of application specific data as requested.
- Implementation and monitoring of database security.
- Loading software components- Kernel patches, Release changes.
- Proactively apply security fixes
- Documentation upkeep and records maintenance

32. Database Backup restore

- a) Manage Database backup/ restore schedule, administration (RMAN Backup)/Scheduled Backups and others
- b) Data Deletion & Purging/archival activity
- c) Purging of tables based on availability of space on a regular frequency (Frequency to be decided)
- d) Consolidating all database backups & Transaction log backups at a single file Server
- e) Perform database backup, restore and recovery routines.
- f) Compliance, review and updates to database standards documents.

33. Access management

- a) Implementing & managing security rules & access authority as per security policy of the Bank ; Database Hardening
- b) Implementation of database security by creating roles, privileges & profiles
- c) Management of users in database and assigning of roles/privileges
- d) Monitoring and management of logs for user access management of privileged users

34. Database Recovery

- a) Create & implement database recovery solutions in consultation with Bank's team
- b) Recovery of database at primary and standby as per case basis

- c) Restoration activities (from backup media) two time in a year.
- d) Database recovery using the physical & logical backups
- e) Support for DR Configuration
- f) Evaluating current backup, recovery, & data replication procedures & providing recommendations for improving those procedures

35. System & Security Audit

- a) Before live implementation / migration of the software solution in production system, the product may be audited by Bank's appointed Software Audit firm / in house team.
- b) All audit points raised by the auditor internal, external & any other Regulatory Authority in their periodic audit should be complied by the bidder within the stipulated timeline & without any additional cost to the Bank.
- c) During warranty and AMC / ATS period, the bidder needs to comply with security and system audit observation without any additional cost to the Bank.

36. Solution Design



The Bank requires the solution architecture to have the following minimum capabilities/ features:

End to end IT Architecture

- The Solution should have a compatible end to end IT architecture covering
- End to end solution architecture
- End to end integration architecture
- End to end implementation architecture

37. Bidder should supply racks for hosting proposed hardware. Bidder should design, deploy & install the proposed hardware with optimized utilization of Rack space and power consumption without compromising high availability factor of hardware/application/database. Bidder should submit deployment designed for proposed hardware along with Rack Space & power requirement with technical basis.

38. Proposed Database, application and web cluster of private cloud should be x86 architecture-based servers and should also support multiple logical/virtual partitioning of servers, based on Bank's requirement from time to time.

- 39.**In addition to the indicative hardware procurement, Bank will augment additional hardware, storage space based on Bank's requirement from time to time at a price fixed as per Bill of Material and TCO of this RFP over a period of 2 years. For any future upgrades, Bank will use the price quoted in the Bill of Material as the reference price for arriving at the cost of newly required hardware or software on pro-rata basis and upgradation will be done by selected bidder/OEM only during contract period.
- 40.**Bidders need to provide appliances on x86 platform for deployment of private cloud Web, Application and Databases cluster as mentioned below with high availability. Bidder should provide Hyper converged Infrastructure appliance for web, application and database cluster, which comes Factory Installed with various software including Software Defined Storage and hypervisor. There should NOT be top-up or add-on software license bundled on generic x86 server. It should be an integral part of appliance and integrated with the hypervisor kernel.
- 41.**Hypervisor layer should provide High Availability & automated distributed resource scheduling for VM placement & load balancing. It should support features like snapshots & cloning of individual virtual machines, non-disruptive Scale-Up & Scale-Out to grow capacity and/or performance whenever required. It should provide ease of use wizard for snapshot scheduling and instant batch cloning of Virtual Machines Data Centre. This will simplify virtual machine network configuration, Enhanced network monitoring and troubleshooting capabilities, Support Network QOS for virtual machines and also support for advanced networking features.
- 42.**Solution should also have capability to use Software Defined Networking. HCI should be able to connect to external storage using FC protocol.
- 43.**The solution must have common performance policies framework and one should be able to change & apply that as granular on per virtual machine & virtual disk on the fly without any disruption to business application.
- 44.**If required with additional licensing, this HCI system should support native enterprise supported Kubernetes with unified visibility for VMs, Kubernetes clusters, containers from virtualization console for consistent view between Dev and Ops via Kubernetes constructs in virtualization platform. Virtualization platform should provide access to developers through Kubernetes APIs to consume VMs, containers and DC infra resources like compute, storage, networking.

- 45.**The manufacturer of the Solution must provide a single point of contact direct telephone and issue resolution service delivered by a unified support centre, which must assist with all issues associated with network, hardware, storage and virtualization components.
- 46.**Solution should have No Single Point of Failure with complete redundancy at all levels. Solution should be sized to support data & cluster availability in event of single Node Failure.
- 47.**Solution must support Asynchronous / Synchronous replication and also be capable of providing zero data loss, minimum downtime of VMs from day one within the same cluster.
- 48.**HCI Cluster should be capable of providing Zero RPO by deploying stretched cluster for a metro distance Datacentre Sites.

49.Storage Feature

- a) Should support Deduplication, Compression and Erasure coding/RAID for all flash/SSD/Nvme HCI solution
- b) The solution supports for automated non-disruptive upgrades of SDS through management GUI with no downtime and major impact on production
- c) Storage availability and performance service level objectives should be managed from VM and changed non-disruptively at any point in time.
- d) Storage should be of object based distributed architecture with no data locality of data written to a node.
- e) Storage policies should be enforced directly from hypervisor and managed directly from hypervisor.

50.Manageability:

- a) Single Web Interface Central Management for Compute, Network, Storage and Clustering.
- b) Single Click Upgrade/Update for all components of compute (including network adapter, BIOS), hypervisor and SDS
- c) The Solution should be able to monitor end to end session of the user including giving the insight of the underlying infrastructure like server and Storage
- d) HCI monitoring console should display up-to-date hypervisor usage statistics like CPU, memory, IOPS across cluster and for a particular VM and should match corresponding statistics as hypervisor element manager for real time monitoring and diagnostics. Stats should be collected directly through hypervisor element manager only

- e) On demand single click upgrade for the complete HCI infrastructure including, hypervisor element manager, SDS, BIOS, Drive/NIC Firmware, Hypervisor, etc.
- f) The HCI management GUI should have capability to display hypervisor performance and usage statistics for real time monitoring and diagnostics.
- g) Platform must support monitoring via SNMPv3 and email alerting via SMTP.
- h) HCI Solution should be able to provide Quality of Service measures on Storage and Network Operations. This is to ensure minimum IOPS (performance) to critical applications.

51. HCI appliance should have Latest Generation Intel® (Cascade Lake) Processors having minimum 2.0 GHz (or higher) at DC & DR each location for production environment. Minimum requirement as mentioned below:

DC Location			
Minimum Requirement	Web Layer HCI appliance Cluster	APP Layer appliance Cluster	DB Layer HCI appliance Cluster
No. of core	400	500	500
RAM	9 TB	15 TB	16 TB
Usable Storage Space	200 TB	300 TB	400 TB
Network	4 X 25 Gbps	4 X 25 Gbps	4 X 25 Gbps

DR Location			
Minimum Requirement	Web Layer HCI appliance Cluster	APP Layer appliance Cluster	DB Layer HCI appliance Cluster
No. of core	400	500	500
RAM	9 TB	15 TB	16 TB
Usable Storage Space	200 TB	300 TB	400 TB
Network	4 X 25 Gbps	4 X 25 Gbps	4 X 25 Gbps

UAT environment			
Minimum Requirement	Web Layer HCI appliance Cluster	APP Layer appliance Cluster	DB Layer HCI appliance Cluster
No. of core	100	100	100
RAM	3 TB	3 TB	3 TB
Usable Storage Space	100 TB	100 TB	100 TB
Network	4 X 25 Gbps	4 X 25 Gbps	4 X 25 Gbps

- HCI node should support additional ports through add-on NICs to meet future growth requirement
- Above mentioned usable Core, Memory, storage are post all HCI Overhead and post one nodes failure scenario each cluster.
- Bidder should propose storage layer both inside HCI nodes and through common storage system. In either of the options all management functionality should cover under private cloud environment.
- Capacity tier Drives as well as OS Drives of entire cluster to be configured with SSD/NvMe drives.

52. Offered platform shall support critical global data efficiency features - inline de-duplication, inline compression and thin provisioning without any performance degradation. All above data efficiency features shall be truly global and shall have capability to compare chunks across all VMs and datastores enabled / created into the platform. Offered platform shall support both non-duplicated datastores as well as duplicated data stores at the same time within the platform. Offered Platform shall support both non-compressed as well as compressed datastores at the same time within the platform.

53. Replication across locations shall be native inside the platform. Offered Backup and Replication solution for PRIVATE Cloud shall support heterogeneous OS/Hypervisor environments. Offered Backup and Replication Solution shall be based on Journal based to provide instant recovery and lowest RPO, RTO. For backup solution bidder need to factor all hardware and related software.

54. The Bidder will be responsible for supply, installation and Commissioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the build provide cloud and accessing servers/node, VMs and applications from Banks Intranet and Internet. The Bidder shall be responsible for ensuring security of Bank provide cloud infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices/tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.

55. Bidder should provide separate network TOR switch for production data, backup data and storage. Bidder should provide minimum 1 pair of TOR switch for each segment (production data, backup data, storage). Each TOR switch should have minimum 2 no. 40/100 Gbps uplink with bank core switch/spine switch. Each node in HCI cluster should be connect with TOR switch with minimum 25 Gbps port. Bidders need to factor all FC module and cable to build cloud infra and for connecting cloud environment with bank intranet.

56.The solution should leverage the current SOC-NOC of Bank and be guided with current security framework and tools (specifically SIEM, PIM, DAM, WAF, DLP, NBA, NAC etc.). It is envisaged that Private cloud will be accessed through SEBI LAN as well as over internet by Bank's users and external entities. Bank Private Cloud infrastructure will also have direct/internet/API connectivity to other trusted organizations. The bidder shall be responsible for meeting the requirements.

57.Bidder should provide monitoring tool should be agentless and provide Management, monitoring, update, troubleshoot and remediate with local and remote management for servers. Monitoring tool should have web based web interface, command line interface, BIOS Recovery, Power and Temperature monitoring, etc.

58. Scalability

- a) Proposed solution should be able to scale up to minimum 50 nodes of similar types within the same HCI cluster.
- b) Proposed solution should be based on modular scalable architecture having the ability to add auto-discoverable Nodes. Node addition should be non-disruptive & seamless and should allow simple ONE node scaling.
- c) Proposed solution must support automated cluster deployment, configuration and non-disruptive updates and migration.

59. Encryption

- a) The HCI Appliance should be capable of supporting Data at Rest Encryption for better security. Any licenses and hardware required for Data at Rest Encryption needs to be considered for all the drives in each of the nodes. Encryption should be done by software layer only and should not depend on hardware like SED drives.
- b) Virtual Machine Encryption also should be supported apart from the HCI Software Defined Storage Level Encryption.

60.HCI Appliance should have built in automation for installation and operations & hardware lifecycle management.

61.The application should support automated replication of the private cloud infrastructure between the Primary (Production) & Disaster Recovery (DR) sites. All the required tools & licenses in this regard should be bundled along with the application.

- 62.** Bidder should take premium support care service form respective hardware and software OEM during Warranty and AMC/ATS period.
- 63.** Bidder should supply robotic Backup Solution and should support Full and Incremental, online & offline backup having capability of taking backups on LTO 8 or higher Tape Drives at DC & DR location. Backup Software solution should have Industry standards encryption (256 bit or higher). Bidder must install Backup software solution on all Production Database servers (DC & DR). Tape library should have minimum No. 6 no of tape drives DC and DR Site. Tape Library shall be offered with minimum of 100 cartridge slots and barcode reader. Bidder should provide all the drives in all the slots configured. Bidder should provide all the drives in all the slots configured Proposed tape library should have features Dynamic storage management, enabling users to dynamically create and change logical libraries and configure any drive into any logical library. Analytic software that provides system configuration operations, reporting, automated scheduling for scanning tapes, cartridge movement for maintenance and management purposes, Barcode reader, Encryption support.
- 64.** Post implementation, scope includes support and implementing of the following activities from time to time: (a) Firmware Upgrades, (b) Faulty Parts replacement, (c) Hardware System monitoring, (d) Troubleshooting & Performance Tuning, (e) Operating System patches & Upgrades, (f) patches & Upgrades of supplied software, (g) Advisories on software upgrades & vulnerabilities, (h) Support during DR Drills, (i) Any support required to make systems & software up and running.
- 65.** Facility Management Service is to be provided at Bank's premises on 24x7x365 basis deployed for this purpose shall act as single point of contact with the bank for any matter pertaining to scope of work specified in the RFP.
- 66.** Proposed private cloud solution should have Automation, Orchestration, Compute, Storage virtualization etc. as mentioned below:
- Solution should provide automation and orchestration solution for automated delivery of IaaS, PaaS, SaaS services so that when VM/app is created it should automatically get the required virtualized compute, storage, etc. services without any manual intervention.
 - The solution shall allow authorized administrators, developers, or business users to request new IT services and manage specific cloud and IT resources, while ensuring compliance with business policies.

- The Solution should have ability to integrate with Banking industry standard authentication like AD and it should have inbuilt identity services to provide seamless single sign on experience across cloud management components.
- The solution must provide onboarding capability for existing VMs including visibility and show back for all the VM resources, those are not necessarily deployed through Private Cloud Orchestrator. System also must provide actions like resize, snapshot, reboot, power on/off etc for onboarded existing VM's into private cloud.
- The Solution should support role-based access control across platform for identity and access management.
- The Solutions should support event-driven configuration management, remote execution, and orchestration for enforcing configuration across apps and infrastructure.
- Solution should have capability to automate Software deployment and updates in VM's OS and Should have capability to enforce Operating systems hardening and compliance.
- The Solution should have capability to Automate Vulnerability and Compliance remediation across Windows and Linux Operating Systems through Same console without any customization.
- The solution must provide a marketplace to allow user to consume the creation of infrastructure easily.
- The Solution should have capability to deploy everything through UI, API and as code across Private Cloud Infra. Design blueprints and define deployments declaratively. Should have the ability to express and manipulate infrastructure the same way as application code. Setup accounts, zones, policies, tags, projects. Should support bulk Import of existing VMs. Should have repository and versioning for Blueprints.
- The solution should provide flexibility in deployment with having cloud-independent VM/application profile coupled with its cloud-specific logic that abstracts the application from the specific cloud, interprets the needs of the application, and translates those logical needs to cloud-specific services and APIs. The tool should eliminate the need of cloud specific scripting/IaaS to prevent cloud lock-in.
- The Solution should support web based remote console for deployed virtual machine without need of enabling Remote Desktop/SSH.
- The solution should provide true multi tenancy, each tenant needs to be able to create their own profiles/blueprints, share them to a public catalogue, and not be able to see other tenant's build profiles, compute resources, or managed machines.
- The solution should be able to integrate with existing datacenter services such as DNS, NTP, Active Directory, LDAP etc.

- The virtual Projects/Zones should be elastically expandable to larger capacities when needed. This expansion should be non-disruptive to existing workloads and should be destroyable when not needed and the resources consumed by them returned to the available resource pool.
- The solution should have monitoring, auditing, and logging capabilities built-in as part of cloud operations capabilities built-in for cloud operations for both physical and logical infrastructures
- The solution should have log analytics available in one single management window to make troubleshooting easier. Should provide a single location to collect, store, and analyze unstructured data from OS, VMs, apps, storage, network devices, containers, Kubernetes etc. at scale. Should provide intuitive dashboard and should allow IT teams to search for certain event patterns & types for troubleshooting.
- The Solution should have Integrated log management and operation management, in order to better co-relate incidents happening and should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediation
Should allow connecting to data-center ecosystem components e.g., operating systems, applications, servers, storage arrays, firewalls, network devices, etc., providing a single location to collect, store, and analyse logs at scale
- Should be able to add all types of structured and unstructured log data, enabling administrators to troubleshoot quickly, without needing to know the data beforehand.
- The solution should provide automatic private cloud metering and consumption analysis.
- Solution must provide cloud operations layer integrated with automation layer which provides proactive monitoring, alerts, management, capacity planning, performance management etc.
- The solution should provide capacity optimization capabilities to identify over-provisioned & under-provisioned resources and provide recommendations, alerts and automated actions on rightsizing and resource consumption so they can be right sized for adequate performance and avoid resource wastage. Should provide visibility of capacity and VMs which can be reclaimed and cost visibility of the reclaimed capacity and VMs.
- Solution should provide monitoring and management of complete virtualized infrastructure with prebuilt and configurable operations dashboards to provide real-time insight into infrastructure behavior, upcoming problems, and opportunities for efficiency improvements.

- The solution should provide out of the box capacity analytics and modelling, with granularity ranging from entire datacenter to cluster to individual host and virtual machine level.
- Solution should provide Single view of all virtual machines, allow Monitoring of system availability and performance and automated notifications with alerts. Monitor, analyse virtual machines, server utilization availability with detailed predict analysis of what's-if Scenario hardware procurement, capacity planning, Capacity forecasting, performance graphs and greater visibility into object relationships.
- The solution shall pre-emptively rebalance workloads in advance of upcoming demands and spikes, eliminating resource contention before it happens thus ensuring that workloads get the resources that they always need.

The Solution should provide the health of the various relative subcomponents in a topology diagram which can be monitored and reported within the solution.

The solution should provide alert management on problem detection. Each notification should include a clear description of the problem and provides remediation actions needed to restore service, degradations or failures are aggregated and correlated to workload/ virtual domains to enable a clear view of the impact of any issue.

- The solution should deliver a single interface for heterogeneous and highly scalable solution of both physical and virtual components with intuitive, actionable dashboards, sophisticated analytics and broad third-party extensibility, providing deep operational visibility and faster troubleshooting
- The solution should have the ability to provide information on aggregate and forecast capacity of the system both physical and virtual at any given time.
- The solution should provide capability of generating reports for usage, performance, compliance, health, forecasting, capacity, cost optimization across Private Cloud.
- The solution should provide capacity optimization capabilities to identify over-provisioned & under-provisioned resources and provide recommendations, alerts and automated actions on rightsizing and resource consumption so they can be right sized for adequate performance and avoid resource wastage. Should provide visibility of capacity and VMs which can be reclaimed and cost visibility of the reclaimed capacity and VMs.
- The solution should provide out of the box capacity analytics and modelling, with granularity ranging from entire datacentre to cluster to individual host and virtual machine level.

- The Solution should do analytics on capacity behaviour and should have capability of showing all under and over utilized VM's with their right sizing information on periodic basis.
- The Solution should be capable of creating custom dashboard with reporting as per customer ease and requirements, Solution should be able to scan/search objects with advanced search option for faster access to require information for trouble shooting
- The Solution should have the capabilities for customization of dashboards.
- Dashboards must be available to allow different Department to control the behavior and consumption of the services
- The solution must allow single management console to view the performance of the infrastructure and the blueprint designer without logging in to different URL.
- The solution should provide resource reclamation functionality which identifies and reclaims inactive and abandoned resources by automating the decommissioning and reuse of retired resources. It should also provide reclamation savings reports which would enable organizations to quantify its cost savings
- the Proposed Solution should be able to identified out of the box top 10 VM's basis on their high resource utilization(CPU/Mem/Storage/Network/IOPS) in a single dashboard
- The Solution have capability for finding object anomalies from standard behaviors and report this before major bottleneck for solution. Should have out of the box reporting features for current capacity usage, potential optimizations, physical resource availability, available headroom for expansion and system compliance to security/operational guidelines.
- The Solution should have Integrated log management and operation management, in order to better co-relate incidents happening and should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediations
- The Solution should be able to extend the monitoring and management capability to hardware environments such as 3rd party compute and storage, without any customization.
- The Solution should have ability to extend agent-based application monitoring for more detailed analytics for applications, that agent can be installed on Physical as well to cover physical environment.

67. Bidder has to follow worldwide practice and international standard for documentation for the entire system development life cycle. The documents and manuals should be kept up to date with proper version control during the entire contract period. Bank may require the bidder to deliver the following

documents in hard and soft copy to Bank during development and implementation of the solution.

- a) Detailed System Requirements Specification Document
- b) High Level architecture document
- c) High Level Design document
- d) Low Level Design document
- e) Test cases with results during UAT, SIT and any other test cases
- f) Deployment plan document
- g) Change management methodology document
- h) Security guide
- i) User management guide
- j) Release notes
- k) Impact matrix
- l) Standard Operating Procedure document for all processes mentioned in this RFP.



Part – V

1. Order Details

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

2. Delivery and Installation

The proposed delivery, Installation and Implementation should be completed within **12 weeks** from the date of receiving the purchase order over email/letter. The delay period of site readiness will not be included in above-mentioned delivery and installation period

3. Contract Period:

The tenure of the Contract will be for a period of **63 months** (5 years 3 months) effective from the date of from the date of execution of SLA, unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of **63 months** (5 years 3 months), the contract may be extended/renewed for further period on mutually agreed terms and conditions as would be decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank

4. Warranty/AMC/ATS

The Selected Bidder must provide **3 (Three)** year on-site comprehensive warranty for all hardware and peripheral items to be supplied under this RFP covering all parts and labour from the date of acceptance of the systems by UCO Bank at the respective locations and **two year AMC (4th Year AMC & 5th Year AMC)**.

The Selected bidder must provide **1 (One) year** Comprehensive Warranty for OS and Database Licenses to be supplied under this RFP and four year **ATS (2nd, 3rd, 4th & 5th)**

- i. During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire hardware, hardware components, system software and accessories supplied by the vendor. OS patch application as required by bank from time to time will be the responsibility of the vendor during the warranty and AMC period
- ii. The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defect arising from design, material, manufacturing workmanship, or any act or omission of the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period.
- iii. Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party installs it with / in these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the vendor will have to enter into Service Level Agreement (SLA) with the Bank.

5. Payment Terms

For Hardware & Software

- a) **50%** of the order value along with applicable taxes on actual basis will be paid on successful delivery.
- b) **40%** of the order value along with applicable taxes on actual basis will be paid on successful user acceptance after delivery, installation of the ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim of payment should contain proof of delivery, installation note and User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites, waybill etc.
- c) Remaining **10%** of the cost along with applicable taxes would be paid after three months from Go-live and successful operation. However, this 10 % cost along with applicable taxes may be released in advance on receipt of BG of equivalent amount, valid for the entire contract period plus 3 months of claim period. This Bank Guarantee is in addition to the 3% Security Deposit.
- d) AMC for Hardware shall be paid in quarterly basis, in arrear.
- e) ATS on software item shall be paid in yearly basis, in advance.

Implementation Cost

100% of the cost, will be payable on successful implementation with all the functionalities of the said software and hardware and acceptance sign-off from the Bank realizing penalty charges, if any.

Facility Management Cost

The fees for Facility Management Resources would be payable on quarterly in arrears basis, at the end of each quarter, on actuals, as per the bill submitted by the Bidder and on verification of the Bank after realizing penalty charges, if any.

6. Penalty & Service level agreement (SLA)

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the LOI.

The draft format of SLAs will be provided after acceptance of the Letter of Intent (LOI) by the successful bidder.

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis.

Bank intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

Definition of terms used in this section is as follows:

“Downtime” shall mean the time period for which the specified services / components with specified technical and service standards are not available to Bank and excludes the scheduled outages planned in advance and the bandwidth link failures within SLA limits agreed with network service providers.

“Incident” refers to any event / abnormalities in the functioning of the equipment /specified services that may lead to deterioration, disruption in normal operations of Banks' services.

“Resolution Time” shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported to the selected bidder through email/phone/SMS/other electronic form . The resolution time shall vary based on the category of the incident reported at the service desk.

"Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

"System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and/or its customers log a call with the Bidder of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users and Bank customers would also account as "System downtime" The business hours are 24X7 on any calendar day.

Critical and Key infrastructure of Data Centre, Disaster Recovery Centre and Near DR Site will be supported on 24x7 basis.

If any one or more of the components defined in "Critical" at the Data Centre, Disaster Recovery Facility and Near DR Site are down resulting in non-availability of Solution, then all the services listed in the "Critical" availability measurements table shall be considered for calculating the system downtime.

Typical Resolution time will be applicable if systems are not available to the Bank's users and customers and there is a denial of service.

Following are the requirements related to managing the service levels to be maintained in providing such services:

Service Level Agreement and Targets

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contractor its revision whichever is earlier

Service Level Measurement

- Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.
- The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs.
- Automated data capturing and reporting mechanism will be used for SLA reporting.
The bidder has to leverage proposed monitoring tools to monitor and manage the Solution / IT Infrastructure.
- If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
- The Bidder shall provide SLA Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder.

Uptime & Penalty

Uptime (Monthly)



Sl. No.	Category	Required uptime
1.	Hardware	99.95%
2.	Cloud infra related application	99.95%
3.	Database	99.95%
4.	Backup Solution	99.90%

Uptime Rules

- Wherever System Integrator monitors onsite, the downtime calculation starts from the time of hardware/ software failure leading to denial of service.
- Wherever, Bank monitors, the downtime calculation starts from the time of reporting by the Bank.
- The preventive or scheduled maintenance done without affecting the functioning of branches and delivery channels is not considered as downtime.

Bank will impose penalty of **Rs. 1,00,000/-** per instance of decrement of uptime by 0.01% service un-availability. Further if the number of downtime instances during a

month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.

Penalties, if any shall be calculated for every quarter and recovered from the Annual Technical Support/AMC. For calculation of penalty during warranty period, ATS/AMC Cost will be considered which will be deducted from the payment being paid towards on-site support facility being availed during warranty period. Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.

7. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the vendor regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

8. Paying Authority

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

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any

- Installation Report, counter signed by an authorized official from the delivery site

9. PERFORMANCE BANK GUARANTEE

The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/**Purchase Order** (PO) have to furnish a Performance Bank Guarantee, format as per Annexure – V issued by any scheduled commercial bank (other than UCO Bank) equivalent to 3% of the project cost/**Total Cost of Ownership (TCO)** valid for a period of **66 months (63 months + a claim period of three (3) months)** from the date of Letter of Intent (LOI)/**Purchase Order** (PO) for indemnifying any loss to the Bank.

However, the selected Bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank.

The Performance Bank Guarantee shall act as a security deposit either in case the selected Bidder is unable to commence the project within the stipulated time or the commencement 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 and/or all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the Clauses of Termination/**Order Cancellation**. This is independent of the Liquidated Damages (LD) on delivery and installation.

The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

In case the Service Level Agreement/Contract is extended, the selected Bidder shall have to submit the Bank Guarantee equivalent to 10% of the project cost/Total Cost of Ownership (TOC) for the extended period along with a claim period of three (3) months.

10. PRICE VALIDITY

The selected bidder will be required to keep the price valid for a period of **one years** (01 year) from the date of issuance of Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 01 year and Bank may place the additional Purchase Orders to the selected bidder for any or all of

the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 01 years.

Bank may procure additional hardware/software/licenses as mentioned in the RFP document, after the price validity period of 1 years, on mutually agreed terms during the contract period.

11. 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.

12. RIGHT TO ALTER QUANTITIES

The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total **contract value** without prior notice to the selected bidder(s).

13. 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.

14. AWARD OF CONTRACT

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

15. TAXES

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and / or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

16. 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.**

17. Compliance with Laws

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



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, Labour Law, ESIC facility standard, CVC / RBI guidelines.

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

The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000 as amended from time to time or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligation's towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/ personnel/ representatives/agents from any failure or omission on its part to do so and

against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligation's arising therefrom.

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

The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project.

18. 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 maybe 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.

19. 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.

20. Acceptance Testing

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its 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.

21. Order Cancellation

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following circumstances, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) The **selected Bidder/Vendor** commits a breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement;
- b) The selected Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;;
- c) Serious discrepancy in the quality of service of selected Bidder/Vendor expected during the implementation, rollout and subsequent maintenance process;
- d) The selected Bidder/Vendor goes into liquidation voluntarily or otherwise;
- e) An attachment is levied or continues to be levied upon the selected Bidder/Vendor for a continuous period of 7 days upon the effects of the order;
- f) The progress regarding execution of the order by the selected Bidder/Vendor is found to be unsatisfactory;

- g) Non-compliance by the selected Bidder/Vendor of the scope of the job;
- h) Repetitive failure of the deployed personnel of the **selected** Bidder/Vendor to perform the job to the satisfaction of the Bank;
- i) The selected Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- j) On the events of data piracy/privacy/system failures/security failures by the selected Bidder/Vendor;
- k) If deductions on account of liquidated damages exceed more than 10% of the total order price.

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

- i. In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable.**
- ii. If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.**
- iii. UCO Bank reserves the right to recover any dues payable by the selected Bidder/Vendor under the contract from any amount outstanding to the credit of the selected Bidder/Vendor, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.
- iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the selected Bidder/Vendor for implementation of project, would necessarily have to be returned to the Bank. If the selected Bidder/Vendor fails to return such payment within thirty (30) days, then the selected Bidder/Vendor have to return the amount to the Bank

with interest @ 15% per annum, further the selected Bidder/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.

- v. The selected Bidder/Vendor shall be liable under this section if the contract/purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the selected Bidder/Vendor within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the selected Bidder/Vendor fails to cure within Thirty (30) days time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 43 (in Part-V) of this Agreement. Any other mode of communicating **the** termination/cancellation of the Agreement will be deemed to be invalid.



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

22. Indemnity

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. UCO/DIT/4374/2021-22 Date: 07.03.2022, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.

We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:

a. material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty or breach of confidentiality etc., of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

b. infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfill the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

PROVIDED HOWEVER (i) Bank notifies BIDDER in writing within 15 days of the claim and/ or Bidder is having knowledge of the same and/or reasonably it should be in notice of the bidder (ii) BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense (iii) Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.

Exclusion:

Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from: (i) any modification of any Solution (other than a modification made solely by Bidder); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release;

Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.

"Embedded Software" shall mean embedded or bundled third-party software, including open source software. A 'Release' means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution. A 'Supported Release' shall mean the immediately preceding Release, or other Releases made available in the previous twelve (12) months)

If any infringement claim is raised by any third party or any person, the Bidder will have the following remedial measures at their expenses:

- modify or replace all or part (s) of the Solution to make it non-infringing;**
- procure for the Bank the right/license to continue using the Solution; or**
- remove all or part (s) of the Solution. If the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software.**

However, it is clarified that this remedy will not curtail any of Bank's rights under this Agreement.

c. for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Bidder/Bidder's employees, representatives, agents and/or associates;

d. non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

e. Gross Negligence or wilful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

Service Provider will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.

All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.

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 previously mentioned Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

23. Publicity

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



24. Privacy and 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.

25. 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.

26. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the RFP for Implementation of on-premises Private Cloud Infrastructure . All hardware and software must be supplied with their original and complete printed documentation.

27. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:

- a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;
- b) Delay in commissioning the Project beyond the specified period;
- c) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;

Bank will notify the selected bidder/Vendor with Ninety (90) days notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 43 (in Part-V) of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor 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 six (6) to twelve (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 Vendor 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 Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition.

However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain whether such Plan has been complied with, but the payment for such reverse transition would be determined on pro rata basis or on mutual consent of the Parties.

28. Termination for Convenience

The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

29. Termination for Insolvency

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

30. Termination for Default

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

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

31. Consequences of Termination

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

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

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

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

32. Signing of Contract

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

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

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

33. Technical Inspection and Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Eligible bidders will be required to demonstrate their solution and / or to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation / demonstration at their own cost.

The bidders will be required to demonstrate the features of the proposed solution covering all the requirements mentioned in the "scope of work" as part of technical evaluation. Non-compliance of any point will lead to rejection of the bid. Commercial bids of only technically qualified bidders will be opened and evaluated by the Bank.

34. Verification

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

35. Dispute Resolution Mechanism

- a. The Bidder 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:
 - i. 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.
 - ii. The matter will be referred for negotiation between Deputy General

Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

- b. In case any dispute between the Parties, does not settle 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. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. 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.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

36. 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 on-going 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.

37. Applicable Law and 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).

38. Limitation of Liability

- i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.
- ii. The **selected Bidder/Vendor** will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of **the loss caused to the Bank**.
- iii. The limitations set forth in point no. (i) shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to violation of Intellectual Property Rights and Ownership.
 - b) **damages occasioned by the gross negligence or wilful misconduct of selected Bidder/Vendor.**
 - c) damages occasioned by the **selected Bidder/Vendor** for breach of confidentiality obligations.

d) Regulatory or statutory **penalty** imposed by the Government or **any** Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the **Project**.

iv) **The selected Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused.**

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

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



39. Amendment(S) In The Contract / Service Level Agreement

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

40. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full

force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

41. Blacklisting

Grounds For Disqualification & Blacklisting

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;

- iii)** unauthorized use of one's name or using the name of another for purpose of bidding;
- iv)** breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v)** withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
 - a. Employment of competent technical personal, competent engineers and/or work supervisors;

- b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
- c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
- d. Deployment of committed equipment, facilities, support staff and manpower; and
- e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
- xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
- xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, wilful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- (C)** Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

(D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “

42. 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.

43. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with

acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.



Tender offer forwarding letter

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

Dear Sir,

Sub: RFP for Implementation of on-premises Private Cloud Infrastructure

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 and Implementation of on-premises Private Cloud Infrastructure , as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence Implementation of on-premises Private Cloud Infrastructure as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking Implementation of on-premises Private Cloud Infrastructure , we will submit a Performance Guarantee for a sum equivalent to **3%** of the project cost for a period of **66 months (63 months with claim period of 3 months)** 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. 50,000/- (Rupees Fifty Thousand Only) as Cost of RFP Document
2. BG No. _____ dated _____ for Rs 1,00,00,000/- (Rs one crore only) as BG. BG issued by ----- Bank -----branch.

Dated this day of 2022

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. Share holding pattern:
6. Major change in Management in last three years
7. Names of Banker /s

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

	2018-19	2019-20	2020-21
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:

Details of Experience in the field of (Implementation of on-premises Private Cloud Infrastructure)

Institutions		
Name of Organization	Period	
	From	To

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

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

(Letter to be submitted by the OSD on firm's official letter head)
Original Solution Developer (OSD)

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

Dear Sir,

Ref: RFP for Implementation of on-premises Private Cloud Infrastructure

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

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP No UCO/DIT/4374/2021-22 Date: 07/03/2022 and the contract for the equipment and services offered for supply against this RFP No. UCO/DIT/4374/2021-22 Date: 07/03/2022 By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No. UCO/DIT/4374/2021-22 Date: 07/03/2022 In respect of such equipment and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorized Signatory

(Name:

Phone No. Fax E_mail)

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

FORMAT OF EARNEST MONEY DEPOSIT (EMD)

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

Dear Sir,

Ref: RFP for Implementation of on-premises Private Cloud Infrastructure

In response to your invitation to respond to your RFP for Implementation of on-premises Private Cloud Infrastructure, M/s _____ having their registered office at _____ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for Implementation of on-premises Private Cloud Infrastructure and to provide related services as listed in the RFP document.



Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the _____ Bank having our Head office _____ hereby irrevocably guarantee an amount of ` _____/- (Rupees _____ only) as EMD as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

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

If the Vendor withdraws his proposal during the period of the proposal validity;

Or

If the Vendor, 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 _____ 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 vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ` _____
(Rupees ____ only).
2. This Bank guarantee will be valid up to ____; 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 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** _____, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder 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 SELECTED BIDDER 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 [SELECTED BIDDER] 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 SELECTED BIDDER 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 SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'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 SELECTED BIDDER 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 SELECTED BIDDER for payment there under and the SELECTED BIDDER 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 SELECTED BIDDER 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 SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER 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 SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER 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 SELECTED BIDDER.
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

Authorized Official

NOTE:

1. Selected bidder 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.



**UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER
TO BE STAMPED AS A DECLARATION & DULY ATTESTED BY A NOTARY**

Sub: RFP for Implementation of on-premises Private Cloud Infrastructure

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further 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.
- 4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period ofyears w.e.f.to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.

7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

***STRIKE OUT WHICH IS INAPPLICABLE**

(Deviation to the above if any, the Bidder must provide details of such action(s))

Signature (1) (2)

(duly authorized to sign)

Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal of the Bidder to be affixed



Undertaking to abide by all by-laws / rules / regulations

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

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

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.



We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref. No: UCO/DIT/4374/2021-22 Date: 07/03/2022 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this _____ day of _____, 2022 .

Place:

For M/s. [Seal and Signature(s) of the Authorized Signatory (s)]

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

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

Sir,

Sub: RFP for Implementation of on-premises Private Cloud Infrastructure

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 carryout 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 selected bidder 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 Letter on the vendor's letterhead for GST Law

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

Dear Sir,

Sub: RFP for Implementation of on-premises Private Cloud Infrastructure

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

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,



For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

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

Dear Sir,

Sub: RFP for Implementation of on-premises Private Cloud Infrastructure

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

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.

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.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

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

Dear Sir,

Sub: RFP for Implementation of on-premises Private Cloud Infrastructure

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, 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.

We undertake to execute Deed of Indemnity, Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person) Bidder's corporate name:

Place:

Date:

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)

	2018-19	2019-20	2020-21
Turnover			
Profit / Loss			
Net worth			



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

To be e-mailed in .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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



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 Implementation of on-premises Private Cloud Infrastructure hereinafter referred to as Stores and / or Services. And

M/s _____ having its registered office at _____ 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 Implementation of on-premises Private Cloud Infrastructure 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) (IEMs) 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).
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) 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.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

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 Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

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

9. Compensation for Damages

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

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Independent External Monitor(s)

10.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

10.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

10.7 The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Integrity Pact Duration.

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 Other Provisions

- 14.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 16. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

- 17. The Parties here by sign this Integrity Pact.

BUYER
Signature:
Authorized Signatory
Department of IT
Place:
Date:
Witness:
(Name & Address)

BIDDER /SELLER
Signature:
Authorized Signatory (*)

Witness:
(Name & Address)

NON-DISCLOSURE AGREEMENT

(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only,)

This Non-Disclosure Agreement is entered into on this day of..... 2022

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 vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is inter alia engaged for Implementation of on-premises Private Cloud Infrastructure as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/4374/2021-22 Date: 07/03/2022. The Vendor/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 Implementation of on-premises Private Cloud Infrastructure

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 Vendor/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.

MitU-Som

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 at city of Head Office of member Bank. 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/lack 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 at City of Head office of Individual member Bank in India.

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

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 bidder)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____



ELIGIBILITY COMPLIANCE

Sl. No.	Criteria	Proof of documents to be submitted	Compliance Yes/No
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date</p> <p>Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. 6. Undertaking as per Annexure-XXIV to be submitted. <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>	
2	<p>The bidder should be an OEM (Original Equipment Manufacturer) and/or OSD (original solution developer) or their authorized representative in India. In case OEM/OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.</p>	<p>Undertaking / Power of Attorney (PoA) from the OEM/ mentioning a clause that OEM/OSD will provide support services during warranty period if the bidder authorized by them fails to perform.</p> <p>In case of an authorized representative, a letter of authorization from original manufacturer must be furnished in original duly signed & stamped (As per Annexure – III).</p>	
3	<p>Bidder should have</p>	<p>Copy of the audited balance sheet,</p>	

	maintained a positive net-worth in the last three financial years 2018-19, 2019-20 & 2020-21	certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, net worth and turnover of the company for the consecutive last three financial years i.e. 2018-19, 2019-20 & 2020-21 should be submitted.	
4	The bidder should have a minimum annual turnover of Rs. 200 Crore per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21. This must be the individual company turnover and not of any group of companies.		
5	Proposed OEM product should have been implemented & running in any govt. organization/PSU/PSB in India in private cloud environment as on date of bid submission; with minimum VM/compute - composite 500 cores in a single instance.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Project Sign-Offs, payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
6	Bidder should have experience in implementation of private cloud infrastructure in any govt. organization/PSU/PSB in India; with minimum VM/compute- composite 200 cores in a single instance.	Documentary evidence with relevant copies of Purchase Order/SLA along with Completion Certificates / Project Sign-Offs, payment invoices including names of clients with Phone and Fax numbers, E-Mail IDs etc.	
7	OEM should have its own Support center & warehouse center in Kolkata & Bangalore.	Self-declaration from OEM mentioning address details of Support center & Warehouse center should be submitted.	
8	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial	Undertaking to that effect should be submitted as per Annexure-VI.	

	Institutions in India as on date of RFP submission.		
9	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.	



MINIMUM TECHNICAL REQUIREMENTS**Compute Virtualization: Hypervisor**

SL. No	Component	Parameters	Compliance (Yes / No)
1.	Bare Metal Solution	Sits directly on the bare metal server hardware with no dependence on a general-purpose OS for greater reliability & security and should be Leaders in the Gartner's Magic Quadrant for at least last 5 years in a row.	
2.	Guest OS Support	Windows client, Windows Server, Linux (at least Red Hat, SUSE, Ubuntu and CentOS) etc.	
3.	Availability	Live Virtual Machine migration between different generations of CPUs in the same cluster with and without the need for shared storage option. Should support Live Virtual Machine migration long distances from one site to another (up to 150 milliseconds round trip time) with no disruption to users or loss of services, eliminating the need to schedule application downtime or business downtime.	
4.		Live migration of VM disk from one storage array to another without any VM downtime. Support this migration from one storage protocol to another eg: FC, NFS, iSCSI, DAS.	
5.		Proactive High availability capability that utilizes server health information and migrates VMs from degraded hosts before problem occurs.	
6.		Should support HA for migration of VMs in case one server fails all the Virtual machines running on that server shall be able to migrate to another physical server running same virtualization software. Should support HA for VMs with a pass-through PCIe device or a NVIDIA vGPU.	

7.		It should support affinity and anti-affinity rules to set constraints that restrict placement of a virtual machine to a subset of hosts in a cluster and to keep virtual machines paired or separated.	
8.		Zero downtime, Zero data loss and continuous availability for the applications running in virtual machines in the event of physical host failure., without the cost and complexity of traditional hardware or software clustering solutions.	
9.		Add CPU, Memory & devices to virtual machines on the fly when needed, without disruption or downtime of working VMs for both windows and Linux based VMs.	
10.	Performance	Create a cluster out of multiple storage datastores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.	
11.		Support for persistent memory, exposing it as block storage or as memory, to enhance performance for new as well as existing apps	
12.		Should support features like DRS which run every minute and provides workload balancing.	
13.		Should support network and storage QoS to ensure performance on per VM basis	
14.		VM-level encryption with no modifications in guest OS to protects unauthorized data access both at-rest and live vmotion.	
15.	Security	Should support TPM 2.0 and secure boot which provides protection for both the hypervisor and guest operating system by ensuring images have not been tampered with and preventing loading of unauthorized components.	

16.		Should provide a trust authority which creates a hardware root of trust with a trusted computing base using a small, separately managed cluster of hosts. These hosts take over the task of attestation and will be the ones that verify the other clusters to ensure that those systems meet the requirements for trust.	
17.		Should support Intel Software Guard Extensions (SGX) which allows applications to work with hardware to create a secure enclave such that things like encryption key cannot be viewed by the guest OS or hypervisor.	
18.		Should support Integration of 3rd party endpoint security to secure the virtual machines with offloaded antivirus, antimalware, firewall and hips solutions without the need for agents inside the virtual machines.	
19.	Container Services	Should support native enterprise supported Kubernetes with unified visibility for VMs, Kubernetes clusters, containers from virtualization console for consistent view between Dev and Ops via Kubernetes constructs in virtualization platform. Virtualization platform should provide access to developers through Kubernetes APIs to consume VMs, containers and DC infra resources like compute, storage, networking.	
20.	Storage support	Support boot from iSCSI, FCoE, and Fibre Channel SAN. Integration with Storage API's providing integration with supported third-party data protection, multi-pathing and disk array solutions.	
21.	Virtual Switch	Should provide a centralized virtual switch which span across a virtual datacenter and multiple hosts should be able to connect to it. This should simplify and enhance virtual-machine networking in virtualized environments.	

22.		In-built enhanced host-level packet capture tool which will provide functionalities like SPAN, RSPAN, ERSPAN and will capture traffic at uplink, virtual switch port and virtual NIC level. It should also be able to capture dropped packets and trace the path of a packet with time stamp details.	
23.	Management	Should provide restful APIs which can be consumed with any automation tool like Puppet, Chef, Ansible.	
24.	Disaster Recovery	provide Efficient array-agnostic replication of virtual machine data over the LAN or WAN. This Replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes.	
25.		Solution should support DR automation solution delivered from virtualization manager console for automated failover, failback, and recovery of application VMs in proper sequence to other data center with single click	
26.		Solution should support solution to perform non-disruptive DR drill/testing of recovery plan for full and selected applications every six months without impacting production applications running in primary environment.	
27.	OEM Support	Direct OEM 24x7x365 days with unlimited incident support and 30mins or less response time including the unlimited upgrades and updates.	

Storage Virtualization: Virtual SAN

SL. No.	Minimum Requirement Description	Compliance (Yes / No)
1.	The proposed solution shall provide software based providing enterprise class storage features/services on commodity x86 servers.	

2.	Solution must be configured using All Flash Storage Disks - either SSD (MLC/eMLC) or NVMe/SCM.	
3.	The Proposed HCI software vendor must be in leader quadrant of latest Gartner's Magic Quadrant for Hyper converged Infrastructure as well as virtualization software.	
4.	Should be integrated within Hypervisor kernel and No additional VM/Appliance/software should be required to install.	
5.	Should support all Virtualization benefits like HA, vMotion, DRS, distributed virtual switching.	
6.	Should support snapshots and clones in a Virtual environment.	
7.	Should be Hardware independent to provide flexibility of choosing hardware from any server manufacturer & should support mixing of different compatible Server brands in same Cluster. It should work on mutually certified hardware of any vendor like dell, HP, Cisco, Lenovo, Hitachi etc. Compatibility certification should be publicly endorsed by both, i.e. hardware OEM & Hyper Converged Software OEM.	
8.	Should support replication from virtualization software.	
9.	Should support nondisruptive Scale-Up (Upgrade by inserting drives in existing empty drive-slots) & Scale-Out (Upgrade by adding nodes) upgrades to grow capacity and/or performance whenever required.	
10.	Scalability should be supported with minimum building block expansion like a single disk	
11.	The solution should provide a single unified management console for the management of the entire environment including virtualized environment as well as software defined storage environment. This would simplify the manageability of the entire solution. Plugins must be available to provide storage dashboards natively with the management console.	
12.	Provide granular VM-Centric controls for managing storage service levels by storage policy-based management.	
13.	The solution should deliver zero data loss capability in case of disk, host, network or rack failure.	

14.	The solution should support Proactive Health Analytics and provide predictive alerts.	
15.	Should support data efficiency features like Erasure Coding, Deduplication & Compression on All-Flash	
16.	The nodes for proposed HCI Solution should connect over 10G IP connectivity. Minimum 2x10G Ethernet port per node must be proposed. There should be no dependency on any proprietary or specialized interconnects.	
17.	The solution should support checksum of data to ensure data integrity & to enable automatic detection and resolution of silent disk errors.	
18.	Should support iSCSI target service.	
19.	The solution should provide prebuilt and configurable operations dashboards to provide real-time insight into infrastructure behavior, upcoming problems, and opportunities for efficiency improvements	

 **Built in Security Virtualization**

<u>SL No</u>	<u>Parameters</u>	<u>Compliance (Yes / No)</u>
1.	Provisioning of virtual/software defined Security Services should be possible irrespective of make and topology underlying physical network switches and routers.	
2.	The solution should be capable of supporting major hardware OEMs like Juniper, Arista, Cisco, HPE, Dell.	
3.	The solution should support multi-tenancy and should have inbuilt NAT functionality so that overlapping IP addresses can be used across multiple tenants.	
4.	The Solution should offer a centrally managed distributed stateful firewall to provide micro-segmentation for the environment and this firewall should be integrated within the hypervisor.	
5.	The Security policies must follow the VM in the event of migration within the datacenter and across DC and DR.	

6.	The distributed firewall should be embedded in hypervisor and should provide 15 Gbps or better performance per host	
7.	The solution should provide a stateful firewall with capability of defining security policies on constructs such as IP address, VM names, vCenter objects and tags, active directory groups, Security tags etc.	
8.	The solution should provide inbuilt L2VPN and L3VPN to allow for secure extension to multiple small ROBO sites.	
9.	The Solution should provide an integrated server load balancer to provide the load balancing functions in a virtual form factor.	
10.	The solution should provide option for securing virtual machines with offloaded anti-malware and HIPS solutions without the requirement of agents deployed inside the virtual machine by integration with leading 3rd party anti-malware/HIPS solutions.	
11.	The security policies must be tied to the application, which means whenever any application is moved from one server to another, even between different subnets, and across multiple sites, the security policies should follow the application and there should be no need to redefine the security policies for the application at the new location. Also, when the application is deleted, all the security policies related to the application should also be removed.	
12.	The solution should provide an integrated networking solution (CNI implementations) as well as provide advance turnkey container networking services at Layer 2 through 7 such as DNAT/SNAT, DHCP, Load Balancers (L4 and L7) and firewall in addition to switching and routing (North-South and East-West)	
13.	The solution should support Routable Pods/containers in addition to NAT'd Pods/containers. The IP addresses of some or all Pods in a network should remain unchanged while making an egress connection outside of the Kubernetes Cluster. This is for the upcoming application development process of Bank.	
14.	Solution Should implement the Kubernetes APIs i.e. 'Network Policy', 'Ingress' and 'Load Balancer' constructs to support Distributed Firewalling, Pod level micro-segmentation and access to Service. This is for the upcoming application development process of Bank.	

15.	The solution should support reduction in Recovery Time Objective by allowing the virtual machines to retain the same IP address after migration from DC to DR, the default gateway router should be stretched across datacenters, and the firewall policies should also be applied across DC & DR.	
16.	The solution should automatically track backend pod/container lifecycle changes (deletion and recreation of application Pods) and update the Load balancer pool appropriately without user intervention.	
17.	The solution should have capability to provide stateful micro-segmentation for diverse workloads covering virtual machines, containers, and bare metal servers from a single console.	
18.	The solution should have integrated distributed IPS/IDS functionality for East-West traffic to detect malicious traffic.	
19.	The solution should have capability to provide micro-segmentation for workloads using a full stateful L4 to L7 firewall without requiring additional components.	
20.	The solution should provide a distributed context aware firewall which provides visibility into the application layer and should be able to block the application irrespective of the port it is using. It should also provide inbuilt FQDN/ URL whitelisting capabilities.	
21.	The solution should offer converged visibility and analytics that tie together compute, network, storage, and security and provide Physical to Virtual Correlation and troubleshooting.	
22.	The solution should offer comprehensive flow assessment and analytics and security groups and firewall rules suggestion for the purpose of implementing a zero-trust security within the data-center	
23.	Solution should provide support for heterogeneous underlying infrastructure based on Bare Metal, VMware vSphere, KVM, Containers, public clouds.	
24.	The solution should be able to report the amount of East-West, North-South, Internet, virtual machine to virtual machine, virtual machine to physical traffic within the datacenter	

Availability & Disaster recovery

<u>SL No</u>	<u>Parameters</u>	<u>Compliance (Yes / No)</u>
1.	The solution provides centralized automated disaster recovery, site migration and non-disruptive testing capabilities to the customers.	
2.	The solution should work in conjunction with various replication solutions including both the VM/ Hypervisor based replication and array-based replication to automate the process of migrating, recovering, testing, re-protecting and failing-back virtual machine workloads.	
3.	The solution should act as the same site to serve as a protected site and recovery site when replication is occurring in both directions and protecting virtual machines at both sites.	
4.	The migration of protected inventory and services from one site to the other should be controlled by a recovery plan that specifies the order in which virtual machines are shut down and started up, the resource pools to which they are allocated, and the networks they can access.	
5.	The solution should be able to Map virtual machines to appropriate resources on the failover site	
6.	The solution should provide option to customize the shutdown of low-priority virtual machines at the failover site to get more resources or proper utilization of resource and should provide option to recover multiple sites into a single shared recovery site	
7.	The solution should offer multiple recovery plans that can be configured to migrate individual applications and entire sites providing finer control over what virtual machines are failed over and failed back. Support the extension of recovery plans with custom scripts, control access to recovery plans with role-based access control. This also enables flexible testing schedules	
8.	The solution should be able to initiate recovery plan execution from virtualization manager with a single click and able to support automated boot of protected virtual	

	machines with pre-specified boot sequence	
9.	<p>The solution should offer:</p> <ol style="list-style-type: none"> 1. Application-agnostic protection eliminates the need for app-specific point solutions. 2. Automated orchestration of site failover and failback with a single-click reduces recovery times. 3. Frequent, non-disruptive testing of recovery plans ensures highly predictable recovery objectives. 4. Centralized management of recovery plans from the virtualization manager console replacing the manual run books. 5. Planned migration workflow enables disaster avoidance and data center mobility. 6. Reduce the DR footprint through hyper-converged, software defined storage. 7. VM/ Hypervisor based replication integration to deliver VM-centric, replication that eliminates dependence on storage. 8. Support for array-based replication offers choice and options for synchronous replication with zero data loss. 9. Self-service, policy-based provisioning via Storage Policy Based Protection Groups, Orchestration and Automation layer automates protection. 	
10.	The solution should be able to manage and monitor execution of recovery plans from virtualization manager and support automated reconfiguration of virtual machine IP addresses at failover site. Should receive automatic alerts about possible site failure.	
11.	The solution should be able to automate failback to original production site using original recovery plan and also able to automatically re-protect virtual machines by reversing replication to the original site	
12.	The solution should be able to use storage snapshot to perform recovery tests without losing replicated data and provide multiple point-in-time recovery which will allow reversion to earlier known states	

13.	The solution should enable the non-disruptive testing of recovery plans, using a temporary copy of the replicated data, and isolated network and storage environments in a way that does not disrupt ongoing operations at either site. This provides for the ability to test disaster recovery, disaster avoidance, or planned migrations as frequently as desired to ensure confidence in the configuration and operation of recovery plans.	
14.	The solution should be able to store, view and export results of test and failover execution from virtualization manager and automate clean-up of testing environments after completing tests	
15.	It should be able to manage replication directly through virtualization manager, at a granular virtual-machine level. Ensure complete replication of virtual machine data in an application-consistent state, prior to initiating migration	
16.	The solution should be able to automate planned migrations with graceful shutdown of protected virtual machines at the original site thus ensuring zero data loss and application-consistent migrations	
17.	The solution should provide storage-agnostic replication that supports use of low-end storage, including direct-attached storage and also provides host-based replication which will replicate only changed blocks to increase network efficiency	
18.	The solution should provide automatic generation of history reports after the completion of workflows such as a recovery plan test and clean-ups are performed in DR solution. These reports should document items such as the workflow name, execution times, successful operations, failures, and error messages which are useful for internal auditing, proof of disaster recovery protection for regulatory requirements, and troubleshooting. Reports can be exported to HTML, XML, CSV, Microsoft Excel, Word document.	
19.	The solution should provide support for Stretched Storage, orchestrated cross site Virtual Machine migration and integration with Software defined network solutions	

20.	OEM should provide direct support for L1, L2 and L3 levels 24x7x365 with unlimited incident support and 30 mins or less response time including the unlimited upgrades and updates for a period of 5 years from the date of commissioning.	
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Web Layer HCI

SI No	<u>Parameters</u>	<u>Minimum requirement</u>	Compliance (Yes / No)
1.	Make/Brand	Virtualization software and Hyper Converged Infrastructure. x86 Server Virtualization Infrastructure and Hyper converged Infrastructure respectively.	
2.		Hyper converged Infrastructure appliance, which comes Factory Installed with various software including Software Defined Storage and hypervisor. SDS should NOT be top-up or add-on software license bundled on generic x86 server. It should be an integral part of appliance and integrated with the hypervisor kernel.	
3.	Hyper Converged Appliance	Fully Software Defined Hyper converged Infrastructure Appliance(Compute, Storage and Management). Technology must be software defined, so that the technology is all integrated and cannot be broken out into separate components of Server and functional Storage on its own.	
4.		Hypervisor layer should provide High Availability & automated distributed resource scheduling for VM placement & load balancing. It should support features like snapshots & cloning of individual virtual machines, non-disruptive Scale-Up & Scale-Out to grow capacity and/or performance whenever required. It should provide ease of use wizard for snapshot scheduling and instant batch cloning of	

		Virtual Machines Data Centre. This will simplify virtual machine network configuration, Enhanced network monitoring and troubleshooting capabilities, Support Network QOS for virtual machines and also support for advanced networking features	
5.		Solution should also have capability to use Software Defined Networking. HCI should be able to connect to external storage using FC protocol.	
6.		The solution must have common performance policies framework and one should be able to change & apply that as granular on per virtual machine & virtual disk on the fly without any disruption to business application.	
7.		If required with additional licensing, this HCI system should support native enterprise supported Kubernetes with unified visibility for VMs, Kubernetes clusters, containers from virtualization console for consistent view between Dev and Ops via Kubernetes constructs in virtualization platform. Virtualization platform should provide access to developers through Kubernetes APIs to consume VMs, containers and DC infra resources like compute, storage, networking.	
8.		The manufacturer of the Solution must provide a single point of contact direct telephone and issue resolution service delivered by a unified support center, which must assist with all issues associated with network, hardware, storage and virtualization components	
9.	Redundancy & Business Continuity	Solution should have No Single Point of Failure with complete redundancy at all levels. Solution should be sized to support data & cluster availability in event of single Node Failure.	
10.		If required, HCI appliance should support application like AI/ML, VDI etc.	

		by adding NVIDIA GPU cards on the PCIe Slots of the HCIA nodes		
11.		Solution must support Asynchronous / Synchronous replication and also be capable of providing zero data loss, minimum downtime of VMs from day one within the same cluster		
12.		HCI Cluster should be capable of providing Zero RPO by deploying stretched cluster for a metro distance Datacentre Sites.		
13.	Storage Feature	Should support Deduplication, Compression and Erasure coding/RAID for all flash HCI solution		
14.		The solution support for automated non-disruptive upgrades of SDS through management GUI with no downtime and major impact on production		
15.		Storage availability and performance service level objectives should be managed from VM and changed non-disruptively at any point in time		
16.		Storage should be of object based distributed architecture with no data locality of data written to a node.		
17.		Storage policies should be enforced directly from hypervisor and managed directly from hypervisor.		
18.		Manageability	Single Web Interface Central Management for Compute, Network, Storage and Clustering.	
19.			Single Click Upgrade/Update for all components of compute (including network adapter, BIOS), hypervisor and SDS	
20.	The Solution should be able to monitor end to end session of the user including giving the insight of the underlying infrastructure like server and Storage			
21.	HCI monitoring console should display up-to-date hypervisor usage statistics like CPU, memory, IOPS across cluster and for a particular VM and should			

		match corresponding statistics as hypervisor element manager for real time monitoring and diagnostics. Stats should be collected directly through hypervisor element manager only	
22.		On demand single click upgrade for the complete HCI infrastructure including, hypervisor element manager, sds, bios, drive/nic firmware, hypervisor, etc.	
23.		The HCI management GUI should have capability to display hypervisor performance and usage statistics for real time monitoring and diagnostics.	
24.		Platform must support monitoring via SNMPv3 and email alerting via SMTP.	
25.		HCI Solution should be able to provide Quality of Service measures on Storage and Network Operations. This is to ensure minimum IOPS (performance) to critical applications	
26.	Processor	Latest Generation Intel® (Cascade Lake) Processors each with 2.0 Ghz (or better)	
27.	Physical Cores/ CPU	400 Cores (minimum) for the entire cluster	
28.	Total Physical RAM	Min. 9 TB RAM for the entire cluster	
29.	Storage Cache	Each node should be offered with 1.5 TB of cache. Node should support multiple cache disk per node to improve data availability.	
30.	Total RAW Storage per node	Minimum 200 TB usable capacity using NVMe/Flash/SSD Disks without considering Deduplication and Compression to be configured per node.	
31.	Boot Disks	Each node should have redundant boot/OS drive (Boot Class SSD) in mirror (RAID 1) configuration for high availability. Boot disks should be dedicated for operating system in addition to capacity and cache disks.	

32.	Network Throughput	HCI appliance should be sized with 6 x 25 GbE (or higher) network ports per node. HCI node should support additional ports through add-on NICs to meet future growth requirement.	
33.	Server monitoring	Server monitoring tool should be agentless and provide Management, monitoring, update, troubleshoot and remediate with local and remote management for servers. Monitoring tool should have HTML5-based web interface, command line interface, BIOS Recovery, Power and Temperature monitoring, etc.	
34.	Scalability	Proposed solution should be able to scale 50 nodes of similar types within the same HCI cluster.	
35.		Proposed solution should be based on modular scalable architecture having the ability to add auto-discoverable Nodes. Node addition should be non-disruptive & seamless; and should allow simple ONE node scaling.	
36.		Proposed solution must support automated cluster deployment, configuration and non-disruptive updates and migration	
37.	Form factor	Proposed appliance should be rack mountable and all accessories needed should be provided from OEM/bidder. Proposed solution should be based on rack servers not blade/chassis architecture	
38.	Encryption	The HCI Appliance should be capable of supporting Data at Rest Encryption for better security. Any licenses and hardware required for Data at Rest Encryption needs to be considered for all the drives in each of the nodes. Encryption should be done by software layer only and should not depend on hardware like SED drives.	
39.		Virtual Machine Encryption also should be supported apart from the HCI	

		Software Defined Storage level Encryption.	
40.	Warranty	24 X 7, for five years fulfilled directly by OEM of appliance. Single number support for all components of appliance (compute, hypervisor, software defined storage)	
41.	Orchestration	HCI Appliance should have built in automation for installation and operations & hardware lifecycle management	
42.	Security features	The solution should have out of the box security compliance methodology in HCI solution to ensure highly secure environment. It should have industry standard certifications NIST and FIPS140-2.	
43.		The HCI appliance should support following security features.	
44.		1) Should have a cyber-resilient architecture for a hardened server design for protection, detection & recovery from cyber-attacks	
45.		2) Should protect against hardware firmware attacks which executes before OS boots.	
46.		3) Hardware should support hardware root of trust.	
47.	Top of rack networking	Solution should have no dependency on proprietary interconnects i.e should have capability to connect to 3rd party network switches as well. Network switches in the solution should be provided by the same OEM as HCI	

App layer HCI

SI No	<u>Parameters</u>	<u>Minimum requirement</u>	<u>Compliance (Yes / No)</u>
1.	Make/Brand	Virtualization software and Hyper Converged Infrastructure. x86 Server Virtualization Infrastructure and Hyper converged Infrastructure respectively.	

2.		Hyper converged Infrastructure appliance, which comes Factory Installed with various software including Software Defined Storage and hypervisor. SDS should NOT be top-up or add-on software license bundled on generic x86 server. It should be an integral part of appliance and integrated with the hypervisor kernel.	
3.		Fully Software Defined Hyper converged Infrastructure Appliance(Compute, Storage and Management). Technology must be software defined, so that the technology is all integrated and cannot be broken out into separate components of Server and functional Storage on its own.	
4.	Hyper Converged Appliance	Hypervisor layer should provide High Availability & automated distributed resource scheduling for VM placement & load balancing. It should support features like snapshots & cloning of individual virtual machines, non-disruptive Scale-Up & Scale-Out to grow capacity and/or performance whenever required. It should provide ease of use wizard for snapshot scheduling and instant batch cloning of Virtual machines Data Centre. This will simplify virtual machine network configuration, Enhanced network monitoring and troubleshooting capabilities, Support Network QOS for virtual machines and also support for advanced networking features	
5.		Solution should also have capability to use Software Defined Networking. HCI should be able to connect to external storage using FC protocol.	
6.		The solution must have common performance policies framework and one should be able to change & apply that as granular on per virtual machine & virtual disk on the fly without any disruption to business application.	
7.		If required with additional licensing, this HCI system should support native enterprise supported Kubernetes with unified visibility for VMs, Kubernetes clusters, containers from virtualization console for consistent view between Dev and Ops via Kubernetes constructs in virtualization platform. Virtualization platform should provide	

		access to developers through Kubernetes APIs to consume VMs, containers and DC infra resources like compute, storage, networking.	
8.		The manufacturer of the Solution must provide a single point of contact direct telephone and issue resolution service delivered by a unified support center, which must assist with all issues associated with network, hardware, storage and virtualization components	
9.	Redundancy & Business Continuity	Solution should have No Single Point of Failure with complete redundancy at all levels. Solution should be sized to support data & cluster availability in event of single Node Failure.	
10.		If required, HCI appliance should support application like AI/ML, VDI etc. by adding NVIDIA GPU cards on the PCIe Slots of the HCIA nodes	
11.		Solution must support Asynchronous / Synchronous replication and also be capable of providing zero data loss, minimum downtime of VMs from day one within the same cluster	
12.		HCI Cluster should be capable of providing Zero RPO by deploying stretched cluster for a metro distance Datacentre Sites.	
13.		Should support Deduplication, Compression and Erasure coding/RAID for all flash HCI solution	
14.	Storage Feature	The solution support for automated non-disruptive upgrades of SDS through management GUI with no downtime and major impact on production	
15.		Storage availability and performance service level objectives should be managed from VM and changed non-disruptively at any point in time	
16.		Storage should be of object based distributed architecture with no data locality of data written to a node.	
17.		Storage policies should be enforced directly from hypervisor and managed directly from hypervisor.	
18.	Manageability	Single Web Interface Central Management for Compute, Network, Storage and Clustering.	
19.		Single Click Upgrade/Update for all components of compute (including network adapter, BIOS), hypervisor and SDS	

20.		The Solution should be able to monitor end to end session of the user including giving the insight of the underlying infrastructure like server and Storage	
21.		HCI monitoring console should display up-to-date hypervisor usage statistics like CPU, memory, IOPS across cluster and for a particular VM and should match corresponding statistics as hypervisor element manager for real time monitoring and diagnostics. Stats should be collected directly through hypervisor element manager only	
22.		On demand single click upgrade for the complete HCI infrastructure including, hypervisor element manager, sds, bios, drive/nic firmware, hypervisor, etc.	
23.		The HCI management GUI should have capability to display hypervisor performance and usage statistics for real time monitoring and diagnostics.	
24.		Platform must support monitoring via SNMPv3 and email alerting via SMTP.	
25.		HCI Solution should be able to provide Quality of Service measures on Storage and Network Operations. This is to ensure minimum IOPS (performance) to critical applications	
26.	Processor	Latest Generation Intel® (Cascade Lake) Processors core 2.0 Ghz (or better)	
27.	Physical Cores/ CPU	500 Cores (minimum) for the entire cluster	
28.	Total Physical RAM	Min. 15 TB RAM for the entire cluster	
29.	Storage Cache	Each node should be offered with 1.5 TB of cache. Node should support multiple cache disk per node to improve data availability.	
30.	Total Storage node RAW per	Min. 300 TB usable capacity using NVMe /SSD Disks without considering Deduplication and Compression to be configured per node. All the nodes should be with same configuration. The disks provided should not have any usage limitations	
31.	Boot Disks	Each node should have redundant boot/OS drive(Boot Class SSD) in mirror (RAID 1) configuration for high availability. Boot disks	

		should be dedicated for operating system in addition to capacity and cache disks.	
32.	Network Throughput	HCI appliance should be sized with 6x25 GbE(or higher) network ports per node. HCI node should support additional ports through add-on NICs to meet future growth requirement.	
33.	Server monitoring	Server monitoring tool should be agentless and provide Management, monitoring, update, troubleshoot and remediate with local and remote management for servers. Monitoring tool should have HTML5-based web interface, command line interface, BIOS Recovery, Power and Temperature monitoring, etc.	
34.	Scalability	Proposed solution should be able to scale 50 nodes of similar types within the same HCI cluster.	
35.		Proposed solution should be based on modular scalable architecture having the ability to add auto-discoverable Nodes. Node addition should be non-disruptive & seamless; and should allow simple ONE node scaling.	
36.		Proposed solution must support automated cluster deployment, configuration and non-disruptive updates and migration	
37.	Form factor	Proposed appliance should be rack mountable and all accessories needed should be provided from OEM/bidder. Proposed solution should be based on rack servers not blade/chassis architecture	
38.	Encryption	The HCI Appliance should be capable of supporting Data at Rest Encryption for better security. Any licenses and hardware required for Data at Rest Encryption needs to be considered for all the drives in each of the nodes. Encryption should be done by software layer only and should not depend on hardware like SED drives.	
39.		Virtual Machine Encryption also should be supported apart from the HCI Software Defined Storage level Encryption.	
40.	Warranty	24 X 7, for five years fulfilled directly by OEM of appliance. Single number support for all components of appliance (compute, hypervisor, software defined storage)	

41.	Orchestration	HCI Appliance should have built in automation for installation and operations & hardware lifecycle management	
42.	Security features	The solution should have out of the box security compliance methodology in HCI solution to ensure highly secure environment. It should have industry standard certifications NIST and FIPS140-2.	
43.		The HCI appliance should support following security features.	
44.		1) Should have a cyber-resilient architecture for a hardened server design for protection, detection & recovery from cyber-attacks	
45.		2) Should protect against hardware firmware attacks which executes before OS boots.	
46.		3) Hardware should support hardware root of trust.	
47.	Top of rack networking	Solution should have no dependency on proprietary interconnects i.e. should have capability to connect to 3rd party network switches as well. Network switches in the solution should be provided by the same OEM as HCI	

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DB Layer

SI No	<u>Parameters</u>	<u>Minimum requirement</u>	<u>Compliance (Yes / No)</u>
1.	Make/Brand	Virtualization software and Hyper Converged Infrastructure. x86 Server Virtualization Infrastructure and Hyper converged Infrastructure respectively.	
2.	Hyper Converged Appliance	Hyper converged Infrastructure appliance, which comes Factory Installed with various software including Software Defined Storage and hypervisor. SDS should NOT be top-up or add-on software license bundled on generic x86 server. It should be an integral part of appliance and integrated with the hypervisor kernel.	
3.		Fully Software Defined Hyper converged Infrastructure Appliance(Compute, Storage and Management). Technology must be software defined, so that the technology is all integrated and cannot be broken out into separate components of Server and functional Storage on	

		its own.	
4.		Hypervisor layer should provide High Availability & automated distributed resource scheduling for VM placement & load balancing. It should support features like snapshots & cloning of individual virtual machines, non-disruptive Scale-Up & Scale-Out to grow capacity and/or performance whenever required. It should provide ease of use wizard for snapshot scheduling and instant batch cloning of Virtual machines Data Centre. This will simplify virtual machine network configuration, Enhanced network monitoring and troubleshooting capabilities, Support Network QOS for virtual machines and also support for advanced networking features	
5.		Solution should also have capability to use Software Defined Networking. HCI should be able to connect to external storage using FC protocol.	
6.		The solution must have common performance policies framework and one should be able to change & apply that as granular on per virtual machine & virtual disk on the fly without any disruption to business application.	
7.		If required with additional licensing, this HCI system should support native enterprise supported Kubernetes with unified visibility for VMs, Kubernetes clusters, containers from virtualization console for consistent view between Dev and Ops via Kubernetes constructs in virtualization platform. Virtualization platform should provide access to developers through Kubernetes APIs to consume VMs, containers and DC infra resources like compute, storage, networking.	
8.		The manufacturer of the Solution must provide a single point of contact direct telephone and issue resolution service delivered by a unified support center, which must assist with all issues associated with network, hardware, storage and virtualization components	
9.	Redundancy & Business Continuity	Solution should have No Single Point of Failure with complete redundancy at all levels. Solution should be sized to support data & cluster	

		availability in event of single Node Failure.		
10.		If required, HCI appliance should support application like AI/ML, VDI etc. by adding NVIDIA GPU cards on the PCIe Slots of the HCIA nodes		
11.		Solution must support Asynchronous / Synchronous replication and also be capable of providing zero data loss, minimum downtime of VMs from day one within the same cluster		
12.		HCI Cluster should be capable of providing Zero RPO by deploying stretched cluster for a metro distance Datacentre Sites.		
13.	Storage Feature	Should support Deduplication, Compression and Erasure coding/RAID for all flash HCI solution		
14.		The solution support for automated non-disruptive upgrades of SDS through management GUI with no downtime and major impact on production		
15.		Storage availability and performance service level objectives should be managed from VM and changed non-disruptively at any point in time		
16.		Storage should be of object based distributed architecture with no data locality of data written to a node.		
17.		Storage policies should be enforced directly from hypervisor and managed directly from hypervisor.		
18.		Manageability	Single Web Interface Central Management for Compute, Network, Storage and Clustering.	
19.			Single Click Upgrade/Update for all components of compute (including network adapter, BIOS), hypervisor and SDS	
20.	The Solution should be able to monitor end to end session of the user including giving the insight of the underlying infrastructure like server and Storage			
21.	HCI monitoring console should display up-to-date hypervisor usage statistics like CPU, memory, IOPS across cluster and for a particular VM and should match corresponding statistics as hypervisor element manager for real time monitoring and diagnostics. Stats should be collected directly			

		through hypervisor element manager only	
22.		On demand single click upgrade for the complete HCI infrastructure including, hypervisor element manager, sds, bios, drive/nic firmware, hypervisor, etc	
23.		The HCI management GUI should have capability to display hypervisor performance and usage statistics for real time monitoring and diagnostics.	
24.		Platform must support monitoring via SNMPv3 and email alerting via SMTP.	
25.		HCI Solution should be able to provide Quality of Service measures on Storage and Network Operations. This is to ensure minimum IOPS (performance) to critical applications	
26.	Processor	Latest Generation Intel® (Cascade Lake) Processors each 2.0 Ghz (or better)	
27.	Physical Cores/ CPU	500 Cores (minimum) for the entire cluster	
28.	Total Physical RAM	Min. 16 TB RAM for the entire cluster	
29.	Storage Cache	Each node should be offered with 1.5 TB of cache. Node should support multiple cache disk per node to improve data availability.	
30.	Total RAW Storage per node	Min. 400 TB usable capacity using NVMe/SSD Disks without considering Deduplication and Compression to be configured per node. All the nodes should be with same configuration. The disks provided should not have any usage limitations	
31.	Boot Disks	Each node should have redundant boot/OS drive(Boot Class SSD) in mirror (RAID 1) configuration for high availability. Boot disks should be dedicated for operating system in addition to capacity and cache disks.	
32.	Network Throughput	HCI appliance should be sized with 6x25 GbE(or higher) network ports per node. HCI node should support additional ports through add-on NICs to meet future growth requirement.	
33.	Server monitoring	Server monitoring tool should be agentless and provide Management, monitoring, update, troubleshoot and remediate with local and remote management for servers. Monitoring tool should have HTML5-based web interface,	

		command line interface, BIOS Recovery, Power and Temperature monitoring, etc	
34.	Scalability	Proposed solution should be able to scale 50 nodes of similar types within the same HCI cluster.	
35.		Proposed solution should be based on modular scalable architecture having the ability to add auto-discoverable Nodes. Node addition should be non-disruptive & seamless; and should allow simple ONE node scaling.	
36.		Proposed solution must support automated cluster deployment, configuration and non-disruptive updates and migration	
37.	Form factor	Proposed appliance should be rack mountable and all accessories needed should be provided from OEM/bidder. Proposed solution should be based on rack servers not blade/chassis architecture	
38.	Encryption	The HCI Appliance should be capable of supporting Data at Rest Encryption for better security. Any licenses and hardware required for Data at Rest Encryption needs to be considered for all the drives in each of the nodes. Encryption should be done by software layer only and should not depend on hardware like SED drives.	
39.		Virtual Machine Encryption also should be supported apart from the HCI Software Defined Storage level Encryption.	
40.	Warranty	24 X 7, for five years fulfilled directly by OEM of appliance. Single number support for all components of appliance (compute, hypervisor, software defined storage)	
41.	Orchestration	HCI Appliance should have built in automation for installation and operations & hardware lifecycle management	
42.	Security features	The solution should have out of the box security compliance methodology in HCI solution to ensure highly secure environment. It should have industry standard certifications NIST and FIPS140-2.	
43.		The HCI appliance should support following security features.	
44.		1) Should have a cyber-resilient architecture for a hardened server design for protection,	

		detection & recovery from cyber-attacks	
45.		2) Should protect against hardware firmware attacks which executes before OS boots.	
46.		3) Hardware should support hardware root of trust.	
47.	Top of rack networking	Solution should have no dependency on proprietary interconnects i.e should have capability to connect to 3rd party network switches as well. Network switches in the solution should be provided by the same OEM as HCI	

Storage Array

SI No	<u>Parameters</u>	<u>Minimum requirement</u>	Compliance (Yes / No)
1.	ARCHITECTURE:	The proposed array should be NVMe based scale-up and scale-out Active-Active architecture with 99.9999% availability and NSPOF. Storage systems should have native functionality/intelligence to provide workload placement and load balancing recommendation. Proposed array should support mixing of different storage models in the single scale-out cluster, with support for different drive configuration and capacity pools per controller pair (in the same cluster). The array should be able to scale out to 8 controllers.	
2.	DRIVE SUPPORT:	Proposed array should support NVMe based Flash and SCM drives. Proposed array should support SCM as data persistent tier.	
3.	CONNECTIVITY OPTIONS:	Proposed array should be support 32Gbps FC and 25Gbps IP ports. Bidder should enable 8 no. of port as per requirement to connect with virtual environment	
4.	PROCESSOR & CACHE:	Proposed storage solution should have dual-socket per storage controller with minimum 24 CPU cores and minimum 96GB cache per controller (higher clock speed preferred).	
5.	FRONT PORTS: END	The proposed storage array should configured with 8 x 32Gbps FC ports/8 x25 Gbps IP port	

6.	CAPACITY PERFORMANCE REQUIREMENT &	The proposed array must be proposed and configured with 100TB of usable capacity and should deliver 200000 IOPS (8K block size, 70% Read). Proposed storage solution must be scalable to minimum 2 PB of effective usable capacity and 500000 IOPS	
7.	DATA REDUCTION FOR SPACE EFFICIENCY:	The proposed array should support Always on enterprise class data services including - Thin Provisioning, Inline Compression & Deduplication, Replication, Snapshot (with ROW algorithm). Data reduction must be supported on block (FCP, iSCSI), file (CIFS, NFS) data and VVOLs. Storage vendor must sign the data reduction guarantee letter for supporting 4:1 data reduction ratio.	
8.	STORAGE RESOURCE POOLING:	The proposed array should support mixing of different capacity of SSDs in single storage pool. Single storage pool should be accessible to pair of controllers. Proposed storage should also support growing capacity by single drive increment for supporting granular upgrades. Proposed arrays should support many to many drive rebuild using extent-based virtual-RAID instead of legacy drive-based RAID implementations. Proposed storage array should support mixing of different drive sizes in the same storage pool.	
9.	DATA ENCRYPTION:	The proposed array must support SED (or hardware) based Data at Rest Encryption solution to encrypt data on all drives (AES 256 bit) with embedded automated key management. Encryption should seamlessly work with all the storage features and without any performance penalty.	
10.	HOST INTEGRATION:	The proposed bidder should include host based multipath management for 10 hosts to support end-to-end stack connectivity	
11.	DATA MIGRATION:	Proposed storage should include native tools for data migration from existing storage. Detailed compatibility list to be submitted for the same along with SOP	
12.	QUALITY OF SERVICE:	Proposed array should include LUN level priority based QoS engine which is easy to manage.	

13.	STORAGE MANAGEMENT SOFTWARE:	The proposed array should be supplied with native Storage management software with Web based GUI capable of generating customized reports, real time monitoring, historical performance data for analysis and trending, capacity utilization monitoring.	
14.	CLOUD BASED MONITORING & REPORTING :	Proposed solution should also have cloud based monitoring and management tool with support for 2 years of historical reporting. Software should support monitoring and reporting multiple storage system, VMware environment and SAN switches. Required on-prem software and hardware should be included in the solution. Cloud based software should be accessible from any internet connected device with mobile application support for iOS and Android.	
15.	SNAPSHOT/LOCAL PROTECTION :	Proposed storage solution should support snapshot creation using ROW algorithm. Storage arrays should have ability to use snapshot as writable volume. Proposed system should support snapshot scheduler. Proposed storage arrays should support creating writable copies of the source volume which are immune to deletion of source LUN/volumes. Proposed array should support user accessible snapshots for NAS data to facilitate user-initiated single file recovery without administrative intervention.	
16.	APPLICATION AWARE AUTOMATION AND ORCHESTRATION:	Proposed storage solution should include software to automate and orchestrate application/databases data management - including but not limited to MSSQL, Oracle, Exchange etc - to create application/database consistent copy for multiple use cases including data repurposing, off-host backup, Test/Dev, Reporting etc. Proposed software should integrate with storage replication for application consistent disaster recovery	
17.	INTEGRATION with Virtual environment /cloud	Proposed storage solution should support private cloud environment. Proposed storage should include software to create VM consistent point-in-time copies with support for	

		granular data restoration	
18.		Management of storage array from cloud infra using	
19.		Storage management console should be aware and should report virtual machines running on storage data store/ container, including VM level performance and capacity details	
20.		Storage array should support VAAI and VASA integration	
21.		Storage array should support VRO and VRA plugins	
22.		Support for SRM for integration with storage based replication	
23.	SUPPORT FOR DEVOPS AND INFRASTRUCTURE AUTOMATION:	Proposed storage solution should support below integration options to enable DevOps and Infrastructure automation. All mentioned options should be officially supported by storage vendor	
24.		Support for REST API with native SwaggerUI	
25.		Support for Kubernetes Persistent Volumes using Container Storage Integration (CSI)	
26.		Support for Ansible using official Ansible modules	
27.		Support for PowerShell modules	
28.		Support for Python library	
29.		WARRANTY:	The vendor should provide three years' warranty with 24 x 7 x 365 support. Please mention SLA for part replacement.

Tape Backup Library

SL No	Technical Requirement	Compliance Yes/No
1.	Enterprise tape library built with custom rack hosting accessor, tape drives and cartridge slots	
2.	Minimum No. of tape drives DC and DR Site:6 X LTO 8 FC drives	
3.	Tape Library shall be offered with minimum of 50 cartridge slots and barcode reader. Bidder should provide all the drives in all the slots configured. Bidder should provide all the drives in all the slots configured	

4.	Proposed tape library should have features Dynamic storage management, enabling users to dynamically create and change logical libraries and configure any drive into any logical library. Analytic software that provides system configuration operations, reporting, automated scheduling for scanning tapes, cartridge movement for maintenance and management purposes, Barcode reader, Encryption support.	
5.	The Tape Library should be scalable to 20 tape drives and additional 100 cartridge slots by adding expansion frames.	
6.	Tape Library shall provide web based remote monitoring capability.	
7.	Tape Library shall provide native Fiber connectivity to SAN Environment.	
8.	Tape Library shall provide native 16Gbps FC interface connectivity to SAN switches with redundancy.	
9.	Tape library shall support removable magazine and mail slot.	
10.	Tape Library shall have redundant power supply.	
11.	Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action.	
12.	Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved.	
13.	Offered tape Library shall have partitioning support and shall support at-least two number of partition so that configured drives can have owned partition and slots	
14.	Offered LTO-8 drive in the Library shall conform to the Data rate matching technique for higher reliability	
15.	The bidder has to give certificate of assurance for supply of proposed tape library over a period of five (5) year and support for period of seven (7) year shall be submitted on OEM letter head duly signed by authorized signatory.	
16.	Bidder should mention maximum rated power (watts) and cooling (BTU/hr) and rack space requirement for the server.	
17.	The vendor should provide three years' warranty with 24 x 7 x 365 support. Please mention SLA for part replacement.	

Backup Software

SL No	Technical Requirement	Compliance Yes/No
1.	Enterprise backup software that supports online backup of databases namely Oracle, DB2, SQL OS namely Windows, Linux, Unix and VMs backup.	

2.	Should be available on various OS platforms which are supported by OEMs such as different variant of Windows, Linux and UNIX platforms and be capable of supporting backup / restores from various platforms including Windows, Unix and Linux. Both Server and Client software should be capable of running on all these platforms.	
3.	The licensing for the Backup software must be in Usable Capacity in such a way that the migration of operating systems and/or databases/mail servers of servers/clients must not warrant a change in license. The licensing must be independent of the server processor, whether it is RISC based or SISC based processors or x86. Also, same license can be used to initiate backup in DC , DR and NDR	
4.	Bidder to provide compute resources for running the backup software either as virtual VM in proposed compute farm or a physical server. It should support clustered configurations of the backup application in a cluster. I.e. backup application should failover as a highly available resource in a cluster.	
5.	SAN based LANFREE Backup to tape drives, built-in alerting mechanism, built-in centralized, policy driven management feature, encryption support. Should have built-in centralized, policy driven management feature by which all Backup servers can be managed from central location.	
6.	Any Server and OS required for the Backup need to be quoted separately	
7.	Backup Software Solution should support Full/Incremental backup having capability of taking backups on LTO Tape Drives. Backup Software solution should also support Industry standards encryption (128/256 bit). Bidder has to install Backup software solution and make the necessary configuration with proposed tape library.	
8.	Ability to backup data from one platform and restore it from another (limited to genera of operating systems (Unix to Unix, Windows to Windows) to eliminate dependence on a particular OS machine and for disaster recovery purposes.	
9.	Software should have full command line or GUI based support on above mention OS's.	
10.	Should have SAN support on above mention OS's. Capable of doing LAN free backups to Tape for all platforms mentioned above.	
11.	The backup software must have the capability to migrate files from one media to another without changing the time stamp of the data that is backed up.	
12.	The backup software must have the capability to encrypt the	

	backed-up data. The proposed backup solution must have at least AES 256-bit encryption capabilities.	
13.	The Backup software must not have any restrictions on the number of drives that can be attached in the tape library. There should be no additional licensing if the number of tape drives is increased in the tape library.	
14.	Should support clustered configurations of the backup application in a cluster. i.e. backup application should failover as a highly available resource in a cluster.	
15.	Software should have an inbuilt feature for Tape to tape copy feature (cloning, within the tape library) to make multiple copies of the tapes without affecting the clients for sending tapes offsite as part of disaster recovery strategy.	
16.	Should support different levels of User access, Administrator, User, Operator, so that only the authorized personnel can make changes or view the status based on the rights they have.	
17.	The software should have the capability to replicate the backed-up data to the DR site for the selected systems only and should leverage de-duplication capability while replicating to DR site.	
18.	The Software should have capability to define retention policy to the data & not to a Media.	
19.	Backup Software should also have a Capacity based licensing	
20.	The backup software should be able to leverage the backup data of the Virtual environment for other purpose like Test/Dev, DevOps, Analytics.	
21.	The proposed backup solution should support tape mirroring of the same job running concurrently with primary backup.	
22.	The proposed backup solution shall be able to copy data across firewall.	
23.	The proposed backup solution shall support synthetic full backup / Virtual full backups.	
24.	The proposed backup software should support both on-premise and secure hosted backup solution	
25.	The proposed backup software should give the option to allow de duplication to be done either on the Application Server or on the Backup Server or at the Target Device.	
26.	The backup software should support backup to disk /VTL / Deduplication Device via Fiber channel	
27.	The backup software should support IP sec encryption for the VTL / Disk device	
28.	The proposed backup software should use the same API for	

	software and hardware deduplication	
29.	The proposed backup solution have hot-online backup solution for different type of Enterprise databases and applications	
30.	The proposed backup solution has in-built frequency and calendar based scheduling system.	
31.	The proposed backup solution has in-built media management and supports cross platform device and media sharing in SAN environment. It provides a centralized scratched pool thus ensuring backups never fail for media	
32.	The proposed backup solution support de-multiplexing of data cartridge to another set of cartridge for selective set of data for faster restores operation to client/servers.	
33.	The proposed backup solution shall be configured with unlimited client and media licenses for both SAN based backup and LAN based backup.	
34.	The proposed backup solution shall be configured in such a fashion that no extra license for client and media servers is required while moving from LAN to SAN based backup.	
35.	The proposed backup solution should allow creating tape clone facility after the backup process.	
36.	The proposed backup solution should support tape mirroring of the same job running concurrently with primary backup.	
37.	The proposed backup solution shall have same GUI across heterogeneous platform to ensure easy administration.	
38.	The bidder has to give certificate of assurance for supply of proposed solution over a period of five (5) year and support for period of seven (7) year shall be submitted on OEM letter head duly signed by authorized signatory.	

Network Switch

SL .No	Minimum Specifications/Requirements	Compliance (Y/N)
1	The Switch should support non-blocking Layer 2 switching and Layer 3 routing.	
2	There switch should not have any single point of failure like power supplies and fans etc. should have 1+1 for power supply and N+1 for FAN level of redundancy and both should be hot swappable.	
3	Switch should support the complete STACK of IP V4 and IP V6 services.	

4	Switch should have at least 48 x 10G/25G SFP ports and 6x 40/100 QSFP ports supporting multimode SFP and DAC for both 10G and 25G. The switch should be populated with at least 24X10G/25G modules and 4X40/100G modules.	
5	Switch should have dedicated console and out of band 1Gbps port.	
6	Switch should support VLAN tagging (IEEE 802.1q) and 4096 VLAN, Jumbo frames, IEEE Link Aggregation and Ethernet Bonding, MLAG or similar protocols.	
7	The switch should support 100K Ipv4 and 50K Ipv6 routes entries in the routing table including multicast routes, 20k Mac address	
8	Switch should support minimum 256 VRF instances.	
9	Switch should support minimum 3.6Tbps of switching and I3 routing capacity	
10	Spanning Tree Protocol (IEEE 802.1D, 802.1W, 802.1S)	
11	Support for broadcast, multicast and unknown unicast storm control to prevent degradation of switch performance from storm due to network attacks and vulnerabilities	
12	Switch should support all physical ports to use either in Layer2 or Layer 3 mode and also should support layer 3 VLAN Interface and Loopback port Interface	
13	Switch should support static and dynamic routing (BGP and OSPF) for Ipv4 and Ipv6, multi instance MPLS and VXLAN routing using VRF/ VRF Edge/ Virtual Router routing and should support VRF Route leaking functionality.	
14	Switch should support for different type of QoS features for real time traffic differential treatment.	
15	Switch should support Flow control of Ethernet ports to control traffic rates during congestion by allowing congested nodes to pause link operation at the other end for receiving traffic as per IEEE 802.3x	
16	Switch should support for deploying different security for each logical and physical interface using Port Based access control lists of Layer-2 to Layer-4 in IP V.4 and IP V.6 and logging for fault finding and audit trail	
17	Switch should support for external database for AAA using TACACS+, RADIUS	
18	Switch should support for Role Based access control (RBAC)	

	for restricting host level network access as per policy defined	
19	Switch should support for sending logs to multiple centralized syslog server for monitoring and audit trail	
20	Switch should provide remote login for administration using SSH V.2	
21	Switch should support for capturing packets for identifying application performance using local and remote port mirroring for packet captures	
22	Switch should support for management and monitoring status using different type of Industry standard NMS using in Ipv4 and Ipv6 environment using SNMPv1, SNMPv2c, SNMPv3	
23	Switch should support central time server synchronization using Network Time Protocol NTP V.4	
24	The OEM of the Switch must be rated as „leaders“ or „Challengers“ in the latest Magic Quadrant published by Gartner.	



Bill of Material

Sl. No	Item Description	Make and Model	No. of node/devices at DC	Qty at DR
1	Web layer HCI cluster			
2	Application layer HCI cluster			
3	Database layer HCI cluster			
4	Management layer cluster			
5	Usable 200 TB (RAID 6) all flash External Storage		1	1
6	Network TOR Switch & network cabling			
7	Tape Library		1	1
6	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums			

Sl. No.	Item Description	Make and Version	Qty.
1	Public cloud maintenance, administration , automation and Orchestration		
2	25% of Windows Servers Standard license total core (Web, App, DB)		
3	25% of REHL license total core (Web , App, DB)		
4	Backup Software		
5	Any other software and OS required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums.		

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Masked Commercial Bid
(To be submitted with technical Bid)

(Amount in Rs.)

A. Hardware Cost with 3 years warranty									
Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	Total Qty	Unit Price	GST%	GST Amount	Total Price without GST
1	Web layer HCI cluster					xxxx	xxxx	xxxx	xxxx
2	Application layer HCI cluster					xxxx	xxxx	xxxx	xxxx
3	Database layer HCI cluster					xxxx	xxxx	xxxx	xxxx
4	Management layer cluster					xxxx	xxxx	xxxx	xxxx
5	Usable 200 TB (RAID 6) all flash External Storage		1	1		xxxx	xxxx	xxxx	xxxx
6	Network TOR Switch & network cabling					xxxx	xxxx	xxxx	xxxx
7	Tape Library		1	1		xxxx	xxxx	xxxx	xxxx
6	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/addendums					xxxx	xxxx	xxxx	xxxx
SUB TOTAL (A)									

B. Software/Application/Solution Cost with 1-year Enterprise Premium/standard support									
Sl. No.	Item Description	Make and Version	Qty at DC	Qty at DR	Total Qty	Unit Price	GST%	GST Amount	Total Price without GST
1	Public cloud maintenance, administration, automation and Orchestration					xxxx	xxxx	xxxx	xxxx
2	25% of Windows Servers Standard license total core (Web, App, DB)					xxxx	xxxx	xxxx	xxxx
3	25% of REHL license total core (Web, App, DB)					xxxx	xxxx	xxxx	xxxx
4	Backup Software					xxxx	xxxx	xxxx	xxxx
5	Any other software and OS required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/addendums.					xxxx	xxxx	xxxx	xxxx
SUB TOTAL (B)									

C. 4th and 5th Year comprehensive AMC Cost for Hardware

Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	Total Qty	4th Year AMC Price	5th Year AMC Price	GST%	Total Price without GST
1	Web layer HCI cluster				xxxx	xxxx	xxxx	xxxx	xxxx
2	Application layer HCI cluster				xxxx	xxxx	xxxx	xxxx	xxxx
3	Database layer HCI cluster				xxxx	xxxx	xxxx	xxxx	xxxx
4	Management layer cluster				xxxx	xxxx	xxxx	xxxx	xxxx
5	Usable 200 TB (RAID 6) all flash External Storage				xxxx	xxxx	xxxx	xxxx	xxxx
6	Network TOR Switch & network cabling				xxxx	xxxx	xxxx	xxxx	xxxx
7	Tape Library				xxxx	xxxx	xxxx	xxxx	xxxx
8	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums				xxxx	xxxx	xxxx	xxxx	xxxx
SUB TOTAL (C)									

D. Software ATS and Enterprise premium/Standard support Cost (2nd, 3rd 4th and 5th year)

Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	2nd Year ATS	3rd Year ATS	4th Year ATS	5th Year ATS	GST%	Total Price without GST
1	Public cloud maintenance, administration , automation and Orchestration				xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
2	25% of Windows Servers Standard license total core (Web, App, DB)				xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
3	25% of REHL license total core (Web , App, DB)				xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
4	Any other software and OS required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums.				xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
SUB TOTAL (D)										

E. Implementation cost					
Sl. No.	Item Description	Qty	Unit Price	GST%	Total Price without GST
1	One Time Implementation Cost (DC)	1	xxxx	xxxx	xxxx
2	One Time Implementation Cost (DR)	1	xxxx	xxxx	xxxx
SUB TOTAL (E)					

F. Facility Management cost at DC, DR for 5 years					
Sl. No.	Item Description	Qty	Unit Price	GST%	Total Price without GST
1	L1 Facility Management Cost 1st year		xxxx	xxxx	xxxx
2	L1 Facility Management Cost 2nd year		xxxx	xxxx	xxxx
3	L1 Facility Management Cost 3rd year		xxxx	xxxx	xxxx
4	L1 Facility Management Cost 4th year		xxxx	xxxx	xxxx
5	L1 Facility Management Cost 5th year		xxxx	xxxx	xxxx
6	L2 Facility Management Cost 1st year		xxxx	xxxx	xxxx
7	L2 Facility Management Cost 2nd year		xxxx	xxxx	xxxx
8	L2 Facility Management Cost 3rd year		xxxx	xxxx	xxxx
9	L2 Facility Management Cost 4th year		xxxx	xxxx	xxxx
10	L2 Facility Management Cost 5th year		xxxx	xxxx	xxxx
SUB TOTAL (F)					

G. Phase wise upgradation cost for Server, Storage including implementation cost during contract period on requirement basis							
Sl. No.	Item Description	DC Qty	DR Qty	Total Qty	Unit Price	GST%	Total Price without GST
1	Web layer HCI cluster node upgradation	1	1	2	xxxx	xxxx	xxxx
2	App layer HCI cluster node upgradation	1	1	2	xxxx	xxxx	xxxx
3	DB layer HCI cluster node upgradation	1	1	2	xxxx	xxxx	xxxx
4	Usable External storage upgradation (TB)	50	50	100	xxxx	xxxx	xxxx
SUB TOTAL (G)							

**** In addition to above upgrade, bank reserves the right to further upgrade during contract period by repeating upgrade purchase order with same quantity & cost as per requirement during contract period**

Summary Sheet

Sl. No.	Item Description	Price without GST
1	A. Hardware Cost with 3 years warranty (A)	xxxx
2	B. Software/Application/Solution Cost with 1 year Enterprise Primum/standard support (B)	xxxx
3	C. 4th and 5th Year Comprehensive AMC Cost for Hardware (C)	xxxx
4	D. Software ATS and Enterprise premium/standard support Cost (2nd ,3rd 4th and 5th year) (D)	xxxx
5	E. Implementation, cost (E)	xxxx
6	F. Facility Management cost 5 years (F)	xxxx
7	G. upgradation cost (G)	xxxx
Total Cost of Ownership [A+B+C+D+E +F+G] (in figures)		
Total Cost of Ownership [A+B+C+D+E +F+G] (in words)		

Note:

- a. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- b. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- c. We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- d. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected
- e. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost.
- f. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- g. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- h. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- i. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- j. All prices should be quoted in Indian Rupees (INR) only.
- k. Bank will not communicate with OEM / OSD for any queries
- l. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
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- o. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

- p. In case of any discrepancy between figures and words, the amount in words shall prevail.
- q. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- r. All prices should be quoted in (INR) only.
- s. **Bidder needs to submit mask commercial BOM mentioning make, model and part code no. along with Technical bid.**
- t. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- u. **The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.**

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

Commercial Bid

(Amount in Rs.)

A. Hardware Cost with 3 years warranty									
Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	Total Qty	Unit Price	GST%	GST Amount	Total Price without GST
1	Web layer HCI cluster								
2	Application layer HCI cluster								
3	Database layer HCI cluster								
4	Management layer cluster								
5	Usable 200 TB (RAID 6) all flash External Storage		1	1					
6	Network TOR Switch & network cabling								
7	Tape Library		1	1					
6	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums								
SUB TOTAL (A)									

B. Software/Application/Solution Cost with 1-year Enterprise Premium/standard support									
Sl. No.	Item Description	Make and Version	Qty at DC	Qty at DR	Unit Price	GST%	GST Amount	Total Price without GST	
1	Public cloud maintenance, administration, automation and Orchestration								
2	25% of Windows Servers Standard license total core (Web, App, DB)								
3	25% of REHL license total core (Web, App, DB)								
4	Backup Software								
5	Any other software and OS required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums.								
SUB TOTAL (B)									

C. 4th and 5th Year comprehensive AMC Cost for Hardware

Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	Total Qty	4th Year AMC Price	5th Year AMC Price	GST%	Total Price without GST
1	Web layer HCI cluster								
2	Application layer HCI cluster								
3	Database layer HCI cluster								
4	Management layer cluster								
5	Usable 200 TB (RAID 6) all flash External Storage								
6	Network TOR Switch & network cabling								
7	Tape Library								
8	Any other Hardware and network devices required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums								
SUB TOTAL (C)									

D. Software ATS and Enterprise premium/Standard support Cost (2nd, 3rd, 4th and 5th year)

Sl. No.	Item Description	Make and Model	Qty at DC	Qty at DR	2nd Year ATS	3rd Year ATS	4th Year ATS	5th Year ATS	GST%	Total Price without GST
1	Public cloud maintenance, administration, automation and Orchestration									
2	25% of Windows Servers Standard license total core (Web, App, DB)									
3	25% of REHL license total core (Web, App, DB)									
4	Any other software and OS required for implementation of deliverables as per SOW, Technical requirement mentioned in RFP and subsequent corrigendum/ addendums.									
SUB TOTAL (D)										

E. Implementation cost					
Sl. No.	Item Description	Qty	Unit Price	GST%	Total Price without GST
1	One Time Implementation Cost (DC)	1			
2	One Time Implementation Cost (DR)	1			
SUB TOTAL (E)					

F. Facility Management cost at DC, DR for 5 years					
Sl. No.	Item Description	Qty	Unit Price	GST%	Total Price without GST
1	L1 Facility Management Cost 1st year				
2	L1 Facility Management Cost 2nd year				
3	L1 Facility Management Cost 3rd year				
4	L1 Facility Management Cost 4th year				
5	L1 Facility Management Cost 5th year				
6	L2 Facility Management Cost 1st year				
7	L2 Facility Management Cost 2nd year				
8	L2 Facility Management Cost 3rd year				
9	L2 Facility Management Cost 4th year				
10	L2 Facility Management Cost 5th year				
SUB TOTAL (F)					

G. Phase wise upgradation cost for Server, Storage including implementation cost during contract period on requirement basis							
Sl. No.	Item Description	DC Qty	DR Qty	Total Qty	Unit Price	GST%	Total Price without GST
1	Web layer HCI cluster node upgradation	1	1	2			
2	App layer HCI cluster node upgradation	1	1	2			
3	DB layer HCI cluster node upgradation	1	1	2			
4	Usable External storage upgradation (TB)	50	50	100			
SUB TOTAL (G)							

**** In addition to above upgrade, bank reserves the right to further upgrade during contract period by repeating upgrade purchase order with same quantity & cost as per requirement during contract period**

Summary Sheet

Sl. No.	Item Description	Price without GST
1	A. Hardware Cost with 3 years warranty (A)	
2	B. Software/Application/Solution Cost with 1 year Enterprise Primum/standard support (B)	
3	C. 4th and 5th Year Comprehensive AMC Cost for Hardware (C)	
4	D. Software ATS and Enterprise premium/standard support Cost (2nd ,3rd 4th and 5th year) (D)	
5	E. Implementation, cost (E)	
6	F. Facility Management cost 5 years (F)	
7	G. upgradation cost (G)	
Total Cost of Ownership [A+B+C+D+E +F+G] (in figures)		
Total Cost of Ownership [A+B+C+D+E +F+G] (in words)		

Note:

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- t. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- u. **The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.**

Place:

Signature of Bidder: _____

Date:

Name: _____

Business Address: _____

COMPLIANCE CHART**Compliance chart for submitting Sub: RFP for Implementation of on-premises Private Cloud Infrastructure**

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?		
2.	Is the Technical bid made in conformity with technical bid template as per Annexure XVII?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure XX?		
4.	Are the Technical & Commercial Bids organized properly?		
5.	Are all the pages numbered properly and signed and stamped.		
6.	Is EMD submitted?		
7.	Duly signed Annexures I to XXIV are enclosed		
8.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate?		
9.	Are document in support of all eligibility criteria submitted?		
10.	Are your solution complied with all Scope of work.		
11.	Is the Manufacturer Authorization Form submitted?		
12.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
13.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		

For.....

(Signature and seal of authorized person)

Place: Date:

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Implementation of on-premises Private Cloud Infrastructure

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

Sir,

Sub: RFP for Implementation of on-premises Private Cloud Infrastructure

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,

Authorized Signatory
Designation
Bidder's corporate name

(TO BE PROVIDED ON Rs.100/- STAMP PAPER)

Self-Certificate for Local Content

Date: __/__/____

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by UCO Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by UCO Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to UCO Bank as and when required.
- 6) That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

That *I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

- 7) That I submit as under:

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	
Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

8) That the details of the location(s) at which the local value addition made is/are as under:

Sl. No.	Product Details	Name of Place

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

*** Strike out whichever is not applicable**

Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory

To,

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

Dear Sir,

Sub: RFP for Implementation of on-premises Private Cloud Infrastructure

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.