



Request for Proposal (RFP)

For

**Building of Data Centre Infrastructure for non-CBS servers
at 6th Floor, HO DIT (Retendering)**

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

RFP REF NO: DIT/BPR & BTD/OA/1206/2018-19 Date: 08.06.2018

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 and without any cost or compensation therefor.

This document is prepared by UCO Bank for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering). It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

TABLE OF CONTENTS

<u>PART – I.....</u>	<u>8</u>
<u>1. INTRODUCTION</u>	<u>8</u>
<u>2. OVERVIEW</u>	<u>8</u>
<u>3. ELIGIBILITY CRITERIA</u>	<u>8</u>
<u>PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS.....</u>	<u>11</u>
<u>1. INVITATION FOR BIDS.....</u>	<u>11</u>
<u>2. DUE DILIGENCE</u>	<u>11</u>
<u>3. TENDER DOCUMENT & FEE</u>	<u>11</u>
<u>4. EARNEST MONEY DEPOSIT</u>	<u>12</u>
<u>5. REJECTION OF THE BID.....</u>	<u>12</u>
<u>6. PRE BID MEETING & SITE SURVEY</u>	<u>13</u>
<u>7. MODIFICATION AND WITHDRAWAL OF BIDS</u>	<u>13</u>
<u>8. INFORMATION PROVIDED</u>	<u>13</u>
<u>9. FOR RESPONDENT ONLY</u>	<u>14</u>
<u>10.CONFIDENTIALITY.....</u>	<u>14</u>
<u>11.DISCLAIMER.....</u>	<u>14</u>
<u>12.COSTS BORNE BY RESPONDENTS.....</u>	<u>14</u>
<u>13.NO LEGAL RELATIONSHIP</u>	<u>14</u>
<u>14.ERRORS AND OMISSIONS</u>	<u>14</u>
<u>15.ACCEPTANCE OF TERMS.....</u>	<u>15</u>
<u>16.RFP RESPONSE</u>	<u>15</u>
<u>17.RFP RESPONSE VALIDITY PERIOD</u>	<u>15</u>
<u>18.NOTIFICATION.....</u>	<u>15</u>

<u>19.LANGUAGE OF BIDS</u>	<u>15</u>
<u>20.NORMALIZATION OF BIDS</u>	<u>15</u>
<u>21.AUTHORIZED SIGNATORY</u>	<u>16</u>
<u>22.SUBMISSION OF OFFER – THREE BID SYSTEM</u>	<u>16</u>
<u>PART – III: BID OPENING AND EVALUATION CRITERIA.....</u>	<u>18</u>
<u>PART –IV.....</u>	<u>21</u>
<u>SCOPE OF WORK</u>	<u>21</u>
<u>PART-V.....</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>1. CONSORTIUM.....</u>	<u>38</u>
<u>2. ORDER DETAILS.....</u>	<u>38</u>
<u>3. SCHEDULE OF IMPLEMENTATION.....</u>	<u>38</u>
<u>4. IMPLEMENTATION SCHEDULE.....</u>	<u>38</u>
<u>5. PERFORMANCE BANK GUARANTEE.....</u>	<u>39</u>
<u>6. PAYMENT TERMS.....</u>	<u>39</u>
<u>7. CONFIDENTIALITY.....</u>	<u>40</u>
<u>8. PAYING AUTHORITY</u>	<u>41</u>
<u>9. UPTIME REQUIREMENT</u>	<u>41</u>
<u>10.FAILURE SCENARIOS</u>	<u>42</u>
<u>11.PENALTY.....</u>	<u>42</u>
<u>12.LIQUIDATED DAMAGE.....</u>	<u>43</u>
<u>13.FORCE MAJEURE</u>	<u>44</u>
<u>14.CONTRACT PERIOD:.....</u>	<u>44</u>
<u>15.COMPLETENESS OF THE PROJECT</u>	<u>44</u>
<u>16.ACCEPTANCE TESTING</u>	<u>44</u>

<u>17.ORDER CANCELLATION</u>	<u>45</u>
<u>18.INDEMNITY</u>	<u>45</u>
<u>19.PUBLICITY.....</u>	<u>46</u>
<u>20.PRIVACY & SECURITY SAFEGUARDS.....</u>	<u>46</u>
<u>21.TECHNOLOGICAL ADVANCEMENTS.....</u>	<u>46</u>
<u>22.GUARANTEES.....</u>	<u>46</u>
<u>23.RESOLUTION OF DISPUTES</u>	<u>46</u>
<u>24.EXIT OPTION AND CONTRACT RE-NEGOTIATION.....</u>	<u>47</u>
<u>25.CORRUPT AND FRAUDULENT PRACTICES</u>	<u>49</u>
<u>26.TERMINATION</u>	<u>49</u>
<u>27.TERMINATION</u>	<u>50</u>
<u>28.EFFECT OF TERMINATION</u>	<u>50</u>
<u>29.ARBITRATION</u>	<u>51</u>
<u>30.APPLICABLE LAW & JURISDICTION OF COURT.....</u>	<u>51</u>
<u>33. LIMITATION OF LIABILITY</u>	<u>51</u>
<u>ANNEXURE –A</u>	<u>53</u>
<u>ANNEXURE-B</u>	<u>55</u>
<u>ANNEXURE-C</u>	<u>57</u>
<u>ANNEXURE-D.....</u>	<u>59</u>
<u>ANNEXURE – E</u>	<u>60</u>
<u>ANNEXURE – F</u>	<u>62</u>
<u>ANNEXURE- G</u>	<u>69</u>
<u>ANNEXURE-H.....</u>	<u>70</u>
<u>ANNEXURE-I</u>	<u>71</u>

<u>ANNEXURE-J</u>	<u>72</u>
<u>ANNEXURE-K</u>	<u>75</u>
<u>ANNEXURE-L.....</u>	<u>82</u>
<u>ANNEXURE-M</u>	<u>84</u>
<u>ANNEXURE-N.....</u>	<u>85</u>

Bid Control Sheet

Tender Reference	RFP REF NO: DIT/BPR & BTB/OA/1206/2018-19 Date: 08.06.2018
Cost of Tender documents	Rs.10,000/- (Rupees Ten Thousand Only)
Date of issue of RFP	08.06.2018
Earnest Money Deposit (EMD)	Rs.4,00,000/- (Four Lacs only)
Date of commencement of sale of tender document	08.06.2018
Last date for submitting queries for the Pre-bid Meeting	14.06.2018
Pre-Bid meeting /Venue	15.06.2018 at 11:30 A.M. at Head Office-2 Department of Information Technology 5 th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata – 700064.
Last Date and Time for receipts of tender bids	06.07.2018 at 03:00 PM
Opening of technical bids	06.07.2018 at 3:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office – 2, Department of Information Technology, 5 th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-44559775/9794/9758 Fax : 033-44559063
Contact Person	Mr. Sarwar Lal Chief Manager – IT
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5 th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 3:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

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, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. Overview

The existing server room at present is hosting large number of servers and network equipments including virtual system running critical applications. Most of the applications are hosted as primary installations in the server room Hence in the point of business criticality, the server room is itself a critical area. It should have proper infrastructure viz. Precision AC system, High end UPS with Generator backup, Fire prevention system, CCTV footage recording system, Fire and Smoke sensor.

Accordingly, Bank invites responses from experienced vendors with proven capabilities to build a Datacentre which should include all civil, electrical wiring, LAN cabling, equipments like precision and comfort AC, UPS, Lighting, Smoke & Fire detection and control system, Access Control System etc. The selected vendor will also own the responsibility of procurement, supply, installation, commissioning and implementation of new assets and maintaining the Data Centre environment for the 5 years and need to provision for resources both in terms of systems, hardware and man-power adequately. Only those bidders, who satisfy the eligibility criteria, mentioned in this RFP document need to respond.

3. Eligibility Criteria

Only those Bidders, who fulfill the following 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 must be a registered firm/company in India under Companies Act, 1956 or as per Company Act 2013 and should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	Bidder should be a profit making company in any two of the last financial years (2015-16, 2016-17 and 2017-18) OR Bidder should have maintained a positive net-worth in the last three financial years (2015-16, 2016-17 and 2017-18)	Copy of the audited balance sheet as well as a certificate mentioning the net-worth for last three financial years from the auditor should be submitted.
3	The Bidder submitting the offer should be having a turnover of minimum Rs. 50 Crores per year from Indian operations during last three years i.e. 2015-16, 2016-17 and 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.
4	The bidder should have successfully executed build of at least 2 Data Centres comprising of 600 Sq. ft. or more area. Out of these two Data Centres, The bidder should have successfully built and is maintaining & managing one Data Centre having more than 600 sq. ft. which is primarily consisting of Precision Air-conditioning, UPS System, Electrical Distribution and Lighting, Fire Detection and suppression, Access control and CCTV, Building Management System, intelligent Smoke & Fire Detection, Rodent repellent System, Structured cabling, Civil and Interiors, D.G Set etc. and all the allied works for more than two years Note: a. Bidder's in house Data Centres shall not be considered. b. Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered.	<ul style="list-style-type: none"> • Copy of Client Certification for successful completion and commissioning • For IDC bidder certificate from client mentioning area of Data Centre occupied. • PO & Installation report.
5	Bidder should not have been debarred /	An undertaking to this effect must

	black-listed by any Bank / Govt. / Govt. agency / PSUs Bank(s) / Financial Institutions in India in the past as on RFP submission date.	be submitted on company letter head duly signed & stamped by authorized signatory.
6	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	As per Annexure G
7	The OEM offered product quoted by the bidder should be installed in any one of the Data Centre environments in India: <ul style="list-style-type: none"> • Precision AC • UPS • Fire Detection and Suppression & Intelligent Smoke & Fire Detection • BMS 	A document in this regard from the client is to be submitted.

Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

PART – 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 Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering). Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

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

3. Tender Document & Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 10,000/- (Rupees Ten 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. 10,000/- (Rupees Ten thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders registered with NSIC under Single Point Registration Scheme, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by NSIC has to be submitted.

UCO BANK reserves the right to accept or reject in part or full any or all offers 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. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

During the evaluation process at any stage, if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

The Bank details are as below:

- Account Number-18700210000755
- Account Name- M/s H O DIT
- Branch- DD Block, Salt Lake branch
- IFSC- UCBA0001870
- MICR-700028138

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 favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering)	Rs. 4,00,000/-

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

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

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

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

6. Pre Bid Meeting & Site Survey

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.calcutta@ucobank.co.in and hodit.network@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. Site survey location of the proposed Data Centre should be done by the bidders on the date of Pre Bid meeting.

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

7. Modification and Withdrawal of Bids

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

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. 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.

10. Confidentiality

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

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

11. 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.

12. 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.

13. No Legal Relationship

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

14. Errors and Omissions

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

15. Acceptance of Terms

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

16. 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.

17. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes.

18. 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.

19. Language of Bids

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

20. Normalization of Bids

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.

- Revised submissions of the entire bid in the whole.

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

21. Authorized Signatory

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

22. Submission of offer – Three Bid System

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super-scribed as – Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering) (Eligibility Bid), – Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering) (Technical Bid) and – Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering) (Commercial Bid) respectively should be put in a single sealed outer cover duly sealed and super-scribed as – Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering) as per the below mentioned diagram and as per bid details given in the RFP.

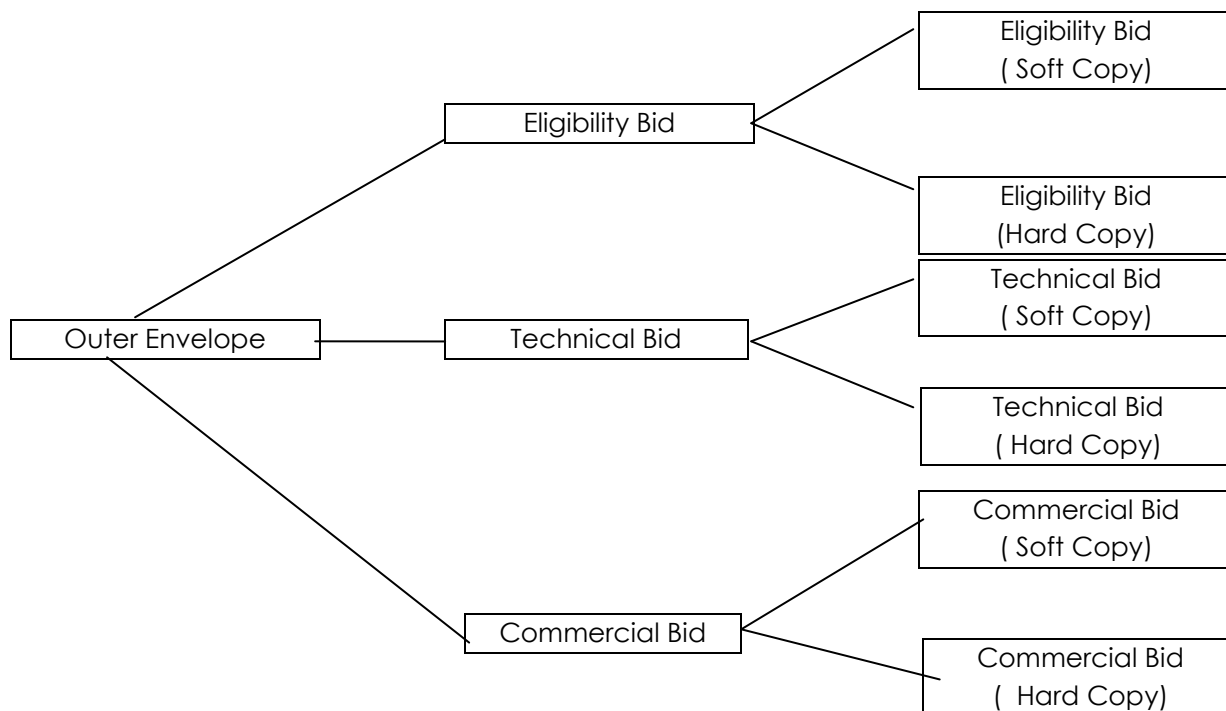
The bids (along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

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

- Name of the Bidder
- 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. 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 A, B, C, D, G,H,I,K,L,M,N & F (Masked price)**



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

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:

- i. If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- ii. If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- iii. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- iv. 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.
- v. 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.
- vi. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.

- vii. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

PART – III

BID OPENING AND EVALUATION CRITERIA

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 bidder with the lowest commercial quote will be declared L1.

3.1.1 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 a 5-year period that appropriately meets the requirements of the Bank identified in this RFP, which include the software (BMS and if any), infrastructure, and facility management requirements of Data Centre.

3.1.2 Technical & Commercial evaluation process

The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

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 explanation.

The resources offered should meet all the technical requirements mentioned in scope of work and technical requirement of bank. Non-compliance to any of the technical specification may attract rejection of the proposal without assigning any reason and without any cost or compensation therefor.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial evaluation. After opening of the commercial bids of the short-listed bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

The lowest commercial quote (TCO) from the bidders eligible for commercial opening would be identified as 'L1'. The Bank might recognize the L1 bidder for signing the contract for the scope of work defined within the RFP document.

The **technically eligible bidders** need to provide an end-to-end methodology/solution and arrange for a presentation to demonstrate the same to the Bank before opening of the commercial bids. The time, date & venue for the same should be intimated to the bidders separately. The bidders are expected to cover the entire scope of work mentioned in the RFP during the technical presentation.

3.1.1 Short Listing

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

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

- 3.1.1.1 The optimized TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Five-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- 3.1.1.2 **Normalization of bids:** The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Vendors are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed Vendors to resubmit the technical and commercial bids once again for scrutiny in part or full. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The bidder has 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 bidder, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

3.1.1.3 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.

In case there is a variation between numbers and words; the value mentioned in words would be considered.

3.1.1.4 The OEM needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.

3.1.1.5 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART – IV

SCOPE OF WORK

The scope of services for the Data Centre build System Integrator is as follows:

4.1 The selected bidder i.e. Prime Vendor shall build, operate, and maintain the DC for a period of 5 years from the date of successful completion of Final Acceptance Test (FAT). The minimum specified work to be undertaken by the Prime Vendor for setting up and operating and maintaining DC has been categorized as under:

- i) Design, Supply, Installation, and Commissioning Phase
- ii) Operation and Maintenance phase

4.2 Design of the Data Centre

- Physical Infrastructure comprising of Civil, Electrical & Mechanical works required to build a Data Centre. This shall also include site preparation to make it suitable for setting up a tier III Data Centre.
- Multi-layer security infrastructure to prevent unauthorized access to the Data Centre.
- Networking and other associated IT Components in the Data Centre.
- 24 * 7 monitoring and management services.

4.3 Supply/ Installation

- All active and passive components.
- Physical infrastructure components such as UPS and Air-Conditioning System, Fire Detection and Suppression System, Lighting system, Rodent Control, Water leakage detection system, CCTV Surveillance systems, Access Control System, Electrical Cabling and Network Cabling etc.
- IT Infrastructure components such as necessary Servers, Databases, Networking & Security components, Storage media, Software and other IT components required for managing the data center.

4.4 Commissioning & Acceptance Testing shall involve the completion of the Data Centre site preparation, supply and installation of the required components and making the Data Centre for carrying out live operations.

4.5 Bank shall provide the space of 1020 sq. ft. (approx.) for building the proposed DC. The Bank shall arrange for necessary clearances for building the proposed DC .

4.6 Total DC area would be approximately 1020 sq. ft. The DC hosting space should house-in 25 standard racks. The Prime Vendor is expected to size the infrastructure and lay it out accordingly. There will be following four zones as detailed below:

Zone A – This DC Server room area would host server racks, storage racks and Networking component. The area required for Zone A should be sufficient enough to accommodate 25 racks.

Zone B – Comprises of BMS & Management room.

Zone C – Comprises of room for power panels, AHU, UPS, Fire suppressions, etc.

Zone D- Store Room (without Air Condition)

4.7 The general requirement for the Data Centre is mentioned here after and system wise requirement / scope of work / specification are as per the details below. The Prime Vendor must adhere to the design criteria and specification.

- All Civil & Interior work and Furnishing works
- Earthing & wiring
- AMC of existing UPS System or implementation of new UPS
- Integration with existing DG Sets
- Adequate Lighting (Preferably LED)
- Electrical works – All major electrical work
- HVAC
- Precision Air conditioning
- Comfort Air conditioning
- Intelligent Smoke & Fire Detection system
- Fire Suppression System
- Heat detector
- Electromagnetic door lock
- Biometric Access Control System for the server room
- Proximity card reader solution
- Access Card
- CCTV based video surveillance system
- Automatic water Leak Detection system
- Rodent Repellent System
- Building Management system
- Networking (passive component for LAN cabling work)
- KVM switches, if required
- Any other items required for this purpose

4.8 The Prime Vendor must design thereby considering hosting space for **25 racks** (server and network), in an air baffle system, an in-house Data Center within the allotted space of **1020 sq. ft.** (approx.) as provisioned by the Bank thereby including the hosting, management and utility area.

4.9 The design should include Civil works, electrical and data cabling, wiring and connections, Precision Air conditioning and comfort air-conditioning, mechanical work, alternate power supply arrangements through existing redundant DG sets in redundant mode as required based on the design layout.

4.10 Supply, installation and commissioning of the Data Centre facility infrastructure.

- 4.11** Provide five years onsite services for day-to-day operations at the data Centre, allied application services and maintenance of Data Centre environmental infrastructure operations on a 24*7 basis thereby ensuring 99.95% availability on monthly basis.
- 4.12** Provide Fire Alarm, Fire detection and suppression, Rodent control, Water leakage detection and control, BMS, Raised floor area, lighting services, air-conditioning and environmental control equipments, access control and building management devices, fire suppression devices, Fire rated material etc.
- 4.13** The DC build should also include LAN cabling, power cabling, termination and distribution points, patch panels etc.
- 4.14** The area will also host Security components. The security architecture will provide controlled access to the hosting area including a comprehensive BMS system which maintain adequate log of physical access and security. The logs would be stored for 12 months and later would be archived in an offsite location.
- 4.15** Hold regularly scheduled problem status update meetings with Bank personnel.

4.16 Humidity, Ventilation and Air Conditioning Systems (HVAC)

For DC server farm area, the proposed cumulative capacity of precision AC would be sized by the Prime Vendor. The PAC solution will be in N+N configuration with best rating as per proposal submitted. The DC should be precision environment controlled. The temperature inside Server Farm area should be maintained at 20 degree centigrade with a precision of ± 2 degrees. Air Conditioning should be ensured to the extent of 99.95%. It is proposed to have air supply through false floor. Humidity level must be maintained at $50\% \pm 5$ non-condensing.

Since Zone A is a critical area, a separate air conditioning system (precision air conditioning) should be exclusively installed to maintain the required temperature for Zone A. Zone B & C can have a comfort air conditioning system. The general requirements for the two zones are as specified below:

Zone A (Server Farm Area) – should be provided with precision air conditioning on a 24 x 7 operating basis at least meeting with Tier - III architecture. The units should be able to switch the air conditioner on and off automatically and alternately for effective usage. The units should be down-flow fashion, air-cooled conditioning system. Precision Air Conditioning systems specifically designed for stringent environmental Control with automatic monitoring and control of cooling, heating, humidification, dehumidification and air filtration function should be installed.

Zone B/C (BMS, UPS Room): Zone B/C should be provided with split-type comfort air-cooled system, which will be running on 24X7 basis. The redundancy should be N+N.

Infrastructure Availability:

Data Centre environmental infrastructure operations on a 24*7 basis thereby ensuring 99.95% availability on monthly basis.

4.17 Natural Convection

As the conditioned air is supplied through the grills with volume control dampers on the floor, the cold air-cools the component in a much faster and efficient manner as it does moves up, after extracting heat from the component. This follows the natural convection path of the air. The warm air should be sucked at the top by machine, air-conditioned and then supplied back to the room.

4.18 Air Distribution

The air is to be distributed evenly by providing grills with VCDs (Volume Control Dampers) in the floor tiles.

DC shall be provided with fully redundant Microprocessor based Precision Air-conditioning system. Cool air feed to the DC shall be bottom-charged or downward flow type using ducts below the raised floor in the cold aisle and using perforated aluminum tiles for Air flow distribution. The return air flow shall be through ducts on false ceiling to cater to the natural upwardly movement of hot air. Cooling shall be done by the Air-conditioning system only. Forced cooling using Fans on False floor, etc. is not acceptable.

4.19 Temperature requirements

The environment inside the DC shall need to be continuously maintained at 20 degree \pm 2 degree Centigrade. It is advised that the temperature and humidity be controlled at desired levels. The necessary alarms for variation in temperatures shall be monitored on a 24x7 basis and logged for providing reports.

4.20 Relative Humidity (RH) requirements

Ambient RH levels shall need to be maintained at 50% \pm 5 non-condensing. Humidity sensors shall be deployed. The necessary alarms for variation in RH shall be monitored on a 24x7 basis and logged for providing reports.

4.21 Temperature & Relative Humidity Recorders

Temperature and Relative Humidity Recorders shall preferably be deployed for recording events of multiple locations within the DC. Records of events for

about past 7 days shall be recorded and presentable by Chips whenever required. Automatic recording of temperature and humidity using sensors located at various locations within the DC is necessary.

4.22 Air quality levels

The DC shall be kept at highest level of cleanliness to eliminate the impact of air quality on the hardware and other critical devices. The DC shall be deployed with efficient air filters to eliminate and arrest the possibility of airborne particulate matter which may cause air-flow clogging, gumming up of components, causing short-circuits, blocking the function of moving parts, causing components to overheat, etc. Air filters to provide up-to 5 Micron particulate shall be deployed.

4.23 The top false ceiling would have approx. 12–15 Inches of space from the true ceiling of the floor. This false ceiling will house AC ducting, cables of Electrical lighting, Firefighting, Rodent Control and CCTV components.

4.24 The false flooring would have approx. 12-15 inches of space from the actual floor level. This false flooring will house AC ducting, electrical cabling, Data Cabling (Passive), Rodent Control, etc. Network and electrical cables should be separately laid and should maintain a gap of minimum 2 feet between them so as to avoid electro-magnetic interference.

4.25 Providing and fixing Access flooring system (False floor) HPL panel with edge support rigid grid under structure system. The system shall provide for suitable Floor tiles, pedestals and stringers designed to withstand various static loads and live loads. The entire Access floor system shall be made from steel cementations infilled. Access Floor tiles shall provide for adequate fire properties, acoustic barrier and air leakage resistance. The system shall be able to accept an approved laminated floor covering i.e. Anti-static High pressure laminates with PVC beading on the edges of the tiles. The rate shall be inclusive of wire manager & tile lifter etc.

4.26 Supply & Fixing of Antistatic Laminate skirting matching with floor tiles with fire retardant Board.

4.27 Providing and fixing in position gypsum board false ceiling/metal false ceiling with approved G.I./Al/Steel Frame work and hangers including openings for lights etc. to be framed with teak wood members of requisite section/size. The sidewalls should be covered with heat protected materials.

4.28 Providing, making & fixing an enclosure for gas cylinder of Shutters and sidewalls, Partitions along with wooden support and MDF board along with approved laminate colour outside and 2 coat of enamel paint inside the shutter.

- 4.29** Providing and applying acrylic plastic emulsion paint of approved make and shade to give an even shade over a primer coat as per manufacturers recommendations.
- 4.30** Providing & making SS signage with text in etched & black painted of Dline make or equivalent to be located as directed (wall mounted) for space nomenclature/ directions.
- 4.31** Anti-termite treatment of the entire critical area.
- 4.32** Cutting and chipping of existing floors: The existing floor shall be cut utilizing mechanical cutters and then chipped gently using chisel and hammer without causing any damages to existing structure. The operation shall be carried out after taking prior permission.
- 4.33** **Trench works:** TRENCH may be required to be made for cables. The bed of the trench shall be truly and evenly dressed throughout. The bed of the trench has to be filled in with sand and brick. Enough care should be taken not to damage any existing pipes, wires, cables that comes in the way of trench. Cost of any damage done to the existing structure has to be borne by the vendor.
- 4.34** **Masonry works:** Any brick work, if required, has to be done by the Prime Vendor. The bricks have to be of fine quality.
- 4.35** **Hardware and Metals:** The hardware throughout shall be of high quality and ISI mark wherever possible. Fitting generally shall be brass oxidized, unless otherwise specified and shall be suitable for their intended purpose. Screws are to match the finish of the article to be fixed, and to be round or flat headed or counter sunk as required. Aluminum and stainless steel shall be of reputed manufacturer and suitable for its particular application.
- 4.36** **Glazing:** All glass should be free from bubbles, smoke, wanes, waviness, air holes and any other defects and should be of reputed manufacturer complying with Indian Standards.
- 4.37** **Doors and Locking:** All doors should be of minimum 5ft wide, 7ft high and 2 inch thickness, without doorsills, hinged to open outward or slide side-to-side, or be removable. Doors shall be fitted with locks and have either no centre posts or removable Centre posts to facilitate access for large equipment. Entry and Exit door of data Centre should be separate. Door frame should be Powder coated. Data Centre doors should be Fire-resistant steel minimum 180 minutes integrity.
- 4.38** Zone A, B, C & D should be separated by fire proofing wall.
- 4.39** **Fire proofing all surfaces:** Walls for data Centre should be Fire-Rated as per TIA 942 Tire III standards to prevent any spread of fire.

- 4.40 Galvanization:** Galvanized coating for materials such as ceiling grids, raised floor supports, etc. should be electroplated galvanized. This is to avoid zinc whiskers or metallic contamination.
- 4.41 Plumbing Work:** No water or drain piping should be routed through the data Centre that is not associated with data Centre equipment. Water or drain piping, if required, should be routed within the data Centre and should be either encased or provided with a leak protection jacket. A leak detection system should be provided to notify building operators in the event of a water leak.
- 4.42 Drainage Piping:** Provision for floor drain(s) within the computer room to collect and drain the pre-action sprinkler water after a discharge has to be made. The floor drain(s) should receive the condensate drain water and humidifier flush water from the computer room air conditioning units. Piping material should be type —L copper with soldered joints Combustible piping should not be used.
- 4.43 Pest Control:** The treatment shall be carried out generally in accordance with the stipulation laid down procedure as per IS: 6313 (Part II)-1971 Part II Pre-constructional chemical treatment measures I (code of practice for Anti-termite measures in building part II pre constructional chemical.
- 4.44 Water Proofing:** Water proofing has to be done for the DC area so that there is no chance of water leaking inside the DC.
- 4.45** Where, single phase circuits are supplied from a three phase and a neutral distribution board, no conduit shall contain wiring fed from more than one phase in any one room in the premises, where all or part of the electrical load consists of lights, fans and/or other single phase current consuming devices, all shall be connected to the same phase of the supply.
- 4.46** Circuits fed from distinct sources of supply or from different distribution boards or M.C.Bs shall not be bunched in one conduit. In large areas and other situations where the load is divided between two or three phases, no two single-phase switches connected to difference phase shall be mounted within two meters of each other.
- 4.47** All splicing shall be done by means of terminal blocks or connectors and no twisting connection between conductors shall be allowed.
- 4.48 Earthing:** All electrical components shall have proper earthing arrangement by connecting two earth tapes from the frame of the component ring and will be connected via several earth electrodes. All the power sockets should be complied with Indian Standards.
- 4.49** Earthing should be done inside the Data Centre for the entire power system and provisioning should be there to earth UPS systems, Power distribution units, AC units etc. so as to avoid a ground differential. Bank shall provide the necessary

space required to prepare the earthing pits. The neutral to earth voltage in all electrical points should be less than 0.5 volts.

- 4.50** All metallic objects on the premises that are likely to be energized by electric currents should be effectively grounded.
- 4.51** The connection to the earth or the electrode system should have sufficient low resistance in the range of 0 to 25 ohm to ensure prompt operation of respective protective devices in event of a ground fault, to provide the required safety from an electric shock to personnel & protect the equipment from voltage gradients which are likely to damage the equipment.
- 4.52** The Earth resistance shall be automatically measured and monitored on an online basis at a pre-configured interval and corrective action should be initiated based on the observation. The automatic earthing measurements should be available on the UPS panel itself in the UPS room.
- 4.53** There should be enough space between data and power cabling and there should not be any cross wiring of the two, in order to avoid any interference, or corruption of data.
- 4.54** **Electrical cabling:** Cable ducts should be of such dimension that the cables laid in it do not touch one another. If found necessary the cable shall be fixed with clamps on the walls of the duct .Cables shall be laid on the walls/on the trays as required using suitable clamping/ fixing arrangement as required. Cables shall be neatly arranged on the trays in such manner that a crisis crossing is avoided and final take off to switch gear is easily facilitated.
- 4.55** Each section of the rising mains shall be provided with suitable wall straps so that same the can be mounted on the wall.
- 4.56** Whenever the rising mains pass through the floor they shall be provided with a built-in fire proof barrier so that this barrier restricts the spread of fire through the rising mains from one section to the other adjacent section.
- 4.57** Neoprene rubber gaskets shall be provided between the covers and channel to satisfy the operating conditions imposed by temperature weathering, durability etc.
- 4.58** Necessary earthing arrangement shall be made alongside the rising mains enclosure by Mean of a GI strip of adequate size bolted to each section and shall be earthed at both ends. The rising mains enclosure shall be bolted type.
- 4.59** **Structured cabling:**
- All required cables should be laid up to the rack level in the Data Centre.
 - Dedicated raceways / cable-trays should be used for laying LAN.
 - All the cable raceways shall be adequately grounded and fully Concealed

with covers.

- The cables should be appropriately marked and labelled.
- There should be enough space between data and power cabling and there should not be any cross wiring of the two, in order to avoid any interference, or corruption of data.
- It is proposed to have power and data cables in separate trays in cold aisle and hot aisle respectively.
- All cables, jack panels should support 1 Gbps data transmission. The cable & jack panels should be of CAT 6 or more.
- The jack panels to be installed at server rack should be provided by the Prime Vendor.
- Minimum 20 points cabling per rack to be done by the Prime Vendor.
- It is assumed that network racks would be placed at one side of data Centre and from the racks the cabling should be available for all other server racks.
- Movement of the racks, un-mounting and mounting of the existing servers in the racks will be done by the selected bidder.
- 25 nos. of 42 U Rack with fully loaded.

4.60 The electrical cabling Work shall include the following:

- Main electrical panel in Data Centre
- Power cabling
- UPS Distribution Board
- UPS point wiring
- Power Cabling for Utility component and Utility Points etc.
- Online UPS
- Separate Earth Pits for the component.
- Cabling from UPS to racks

The distribution of power from the UPS room to the following shall be considered:

- All proposed component for the production environment
- Existing servers and other component
- UPS 2 Nos., each of minimum sizing as estimated with static bypass arrangement
- Sub distribution panels for UPS
- Final Distribution shall be through Power Distributions Units (PDU)/MCB
- Distribution Boxes. Power in the racks with two sockets with power coming from separate UPS in each of these sockets. The two UPS power shall be given Static Transfer Switch (STS). The STS is considered only for Network racks. The number of network racks is 5.

4.61 Specifications for Electrical Cabling: Fire retardant cables of rated capacity exceeding the power requirement of fully blown configuration of the existing and proposed component to be used. Multiple power points (4 points) from redundant source (UPS) to be provided at each server racks. All materials used shall conform to IS standards as per industry practice.

- 4.62** Drawing of Conductors: The drawing Aluminum / Copper conductor wires shall be executed with due regards to all required precautions while drawing insulated wires in to conduits. Care shall be taken to avoid scratches and kinks, which cause breakages.
- 4.63** **Joints:** All joints shall be made at main switches, distribution boards, socket outlets, lighting outlets and switch boxes only. No joints shall be made inside conduits and junctions boxes. Conductors shall be continuous from outlet to outlet.
- 4.64** **Mains & Sub-Mains:** Mains & sub-mains wires where called for shall be of the rated capacity and approved make. Every main and sub-main shall be drawn into an independent adequate size conduit. Adequate size junction boxes shall be provided at convenient locations to facilitate easy drawing of the mains and sub-mains. An independent earth wire of proper rating shall be provided. The earth wires shall run along the entire length of the mains and sub-mains.
- 4.65** **Load Balancing:** Balancing of circuits in three-phase installation shall be planned before the commencement of wiring.
- 4.66** Color Code of the Conductors: Color code shall be maintained as black for neutral and green for earth (or bare earth).
- 4.67** **Fixing of the Conduits:** Conduits junction boxes shall be kept in position and proper holdfasts shall be provided. Conduits shall be so arranged as to facilitate easy drawing of the wires through them. Adequate junction boxes of approved shape & size shall be provided.
- 4.68** **Protection:** To minimize condensation or sweating inside the conductors all outlets of conduit system shall be adequately ventilated and approved by the proper competent authority. All screwed and socketed connections shall be adequately made fully water tight by use of proper jointing materials.
- 4.69** Switch-Outlet Boxes and Junction Boxes: All boxes shall conform to prevailing Indian Standards. The cover plates shall be of best quality Hylam sheets or ISI grade Urea Formaldehyde Thermosetting insulating material, which should be mechanically strong and fire retardant. Proper support shall be provided to the outer boxes to fix the cover plates of switches as required. Separate screwed earth terminals shall be provided inside the box for earthing purpose.
- 4.70** **Inspection Boxes** – Rust proof inspection boxes of required size having smooth external and internal Finish shall be provided to permit periodical inspection and to facilitate removal and replacement of wires when required.
- 4.71** **UPS Requirements & Features**

Bank already has 2 nos. of 80 KVA UPS (Make MGE and Model No Galaxy PW) which was procured in year of 2006. Bidder should supply new 80 KVA UPS with buy back agreement with old UPS.

UPS System design concept is based on redundancy and availability, with true double conversion - online system. To support the dual bus system configuration, two units of UPS should be installed. The Zone A area should be having two UPS system one on each bus.

Dual redundant UPS systems will take care of following needs –

- Servers and Network device
- Access Control / Fire Detection, suppression / surveillance system
- Minimum 80KVA per UPS unit.
- 30 min backup on full load.

The solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source for the data Centre. Earthing should be provided from the electrical room control panel to the Earthing pits. All electrical cabling for integration of DG, UPS and row power should be done by successful bidder.

It is proposed that UPS should be of a minimum 80 KVA in each, UPS in N+1 redundant configuration as per Tier – III standard.

4.72 UPS Modes of Operation

The UPS shall operate as an ON LINE transfer system in the following modes:

Normal - The UPS inverter continuously supplies the critical AC load. The rectifier / charger derives power from AC Input source either from utility power or from DG sets and supplies DC power to the Inverter while simultaneously load charging power reserve battery.

Emergency (Failure of AC Input) – Upon failure of AC Input power, the critical AC load will be supplied by the Inverter, which without any switching obtains power from the battery. There shall be no interruption in power to the critical load upon failure or restoration of the AC input source.

Recharge – Upon AC power restoration the rectifier / charger shall automatically restart and assume the inverter and battery recharge loads.

Paralleling Operations: The output of UPS systems should be directly connected at the load distribution panel through individual circuit breakers (part of the distribution panel). The load at the output should be shared equally by all the UPS systems. The paralleling control mechanism should be available with individual UPS. The battery circuit breaker MCCB shall have O/L and U/V protection. The UPS shall have built in isolation transformer at the output.

4.73 Battery Requirements: Battery Bank should be designed to provide 30 min back up at full load on each UPS. Battery should be sealed and maintenance free type. The UPS Module should have the battery circuit breaker mounted near to the batteries. When this breaker is opened no battery voltage should be present in the enclosure. The UPS module should be automatically disconnected when the battery reaches to minimum discharge voltage level or when signalled by other control functions. Remote tripping of Battery circuit breaker facility shall be also incorporated. The batteries should be housed in suitable Racks. Battery installation shall be outside the data Centre Zone A to avoid fire hazard in a separate room. Warranty and AMC of battery should for 5 years. If replacement is required during 5 years prime vendors should bear the cost.

4.74 Power Distribution

- Battery installation shall be Zone C area
- For power transfer from normal to emergency, automatic power transfer switches (ATS) with bypass shall be used as per tier regulations. The ATS shall have overlapping neutral as stipulated by IEEE for electronic switching applications.
- Power cabling inside the DC shall be of copper. The cables and conduits used inside the DC shall be of FRLS quality.

Diesel Generator Set: Bank already have diesel generator set. Bidder should integrate the same with proposed data Centre.

Battery: Dry uncharged maintenance free batteries with leads and terminals.

4.75 DG Set: Bank already two no of 500 KVA DG Set. Bidder should integrate same with proposed datacenter. All cabling for integration DG set should be done by bidder.

4.76 HVAC system and UPS system should be fully integrated with BMS.

4.77 Rodent/Pest Repellent: The entry of Rodents and other unwanted pests shall be controlled using non-chemical, non-toxic devices. Ultrasonic pest repellents shall be provided in the false flooring and ceiling to repel the pests without killing them. However periodic pest control using Chemical spray can be done once in 3 months as a contingency measure to effectively fight the pest menace.

4.78 Fire Detection and Control Mechanism

System Description: The Fire alarm system shall be an automatic 1 ton (e.g. 24) zone single loop addressable fire detection and alarm system, utilizing conventional detection and alarm sounders. Detection shall be by means of automatic heat and smoke detectors located throughout the Data Center (ceiling, false floor and other appropriate areas where fire can take place) with break glass units on escape routes and exits. Smoke detectors shall be of the

optical or ionization type. Devices shall be compatible with the CIE. The detectors shall have twin LEDs to indicate the device has operated and shall fit a common addressable base.

Fire detection and suppression system should be cutting-edge fire detection and suppression systems that limit the potential damage in the event of a fire. Key features of the fire detection and suppression system include analogue addressable fire detection system for the whole facility (smoke and heat), very early smoke detection apparatus (VESDA) located on computing floors and plant areas, FM200 or NOVEC1230 gaseous fire suppression, dry risers to all floors of the data Centres, smoke and gas clearance system to each floor, and CO2 gas extinguishers at strategic places. Separate cabling for VESDA should be done zone-wise.

4.79 Heat detectors shall be of the fixed temperature (38° C) or rate of temperature rise type with a fixed temperature operating point.

4.80 Audible Alarms: Electronic sounders shall be coloured red with adjustable sound outputs and at least 3 sound signals.

4.81 Access Control System: An access control system consisting of a central PC, intelligent controllers, proximity readers, power supplies, proximity cards, and all associated accessories is required to make a fully operational on line access control system. Access control shall be provided for doors. These doors shall be provided with electric locks, and shall operate on fail-safe principle. The lock shall remain unlocked in the event of a fire alarm, or in the event of a power failure. The fire alarm supplier shall make potential free contacts available for releasing the locks in a fire condition especially for staircase and main doors. Entry to the restricted area shall be by using biometric security and also by showing a proximity card near the reader and exit shall be using proximity card near reader installed in the secure area. The system shall monitor the status of the doors through magnetic reed contacts. . The entire DC Area of the proposed building would be under video surveillance and every movement will be recorded.

The main door of data Centre and the doors of zone B & Zone c should be controlled by proximity card based access control system whereas the door of Zone A should be controlled by biometric based access control system. The Entry in Zone A should be controlled by two door system including main door system.

4.82 Access Control System description

The Access Control System shall be modular in nature, and shall permit expansion of both capacity and functionality through addition of controllers, card readers and sensors. The System shall incorporate the necessary hardware,

software, and firmware to collect, transmits and process alarm, tamper and trouble conditions, access requests, and advisories in accordance with the security procedures of the facility. The system shall control the flow of authorized personnel traffic through the secured areas of the facility.

4.83 Operational Requirement

The access control system shall be a web based access control system whereby any computer can be used to operate the controller (or control panel) directly using a standard web browser program available freely. The controller shall be a black-box design with embedded software built-in, including a web server program. The basic functions are:

- Card access control
- Alarm monitoring and handling procedures
- Time Attendance data capture and post processing

4.84 Management Software for Access control system

- The system should have a simple, easy to use graphical user interface which is browser based, and all functions shall be accessible by use of either mouse or keyboard. Help text shall be provided for each screen function, and shall be sufficiently interactive that a user may access page help directly and be provided with explicit information relevant to the particular screen being displayed.
- The software Navigation window should facilitate easy access to personnel details, remote controlling of controller operations and operating modes etc.
- Should have provision to provide door wise access report for time monitoring of users.
- Should have Global and local anti-pass back/anti-tailgate capability.
- System must have provision of creation of data bank, easy retrieval of information and validity expiry warning.

The software shall seamlessly support and integrate with the smart cards and other access control hardware which is part of the total solution.

Contact less Access Control Readers:

- Warranty of contact less smart card readers shall be lifetime against defects in materials and workmanship.

Access Cards

- Access cards shall be used with access readers to gain entry to access controlled portals (e.g.; doors, gates, turnstiles) and to hold information specific to the user.
- The card shall meet the following standards for contact less smart cards:

ISO 15693 and ISO 14443B2.

- The card shall meet ISO 7810 specifications for length, width, thickness, flatness, card construction and durability, and shall be in a form suitable for direct two-sided dye-sublimation or thermal transfer printing on the specified badge printer.
- The card shall support read/write capability, with a 16 Kbits [2048 bytes] of EEPROM memory. Data retention shall be 10 years, nominal.
- Each Application Area on the card shall be secured with a 64-bit unique, diversified security key, such that data stored in that area cannot be accessed or modified until the card and reader have completed a mutual authentication process.
- The card shall be warranted against defects in materials and workmanship for two (2) years.
- 100 proximity access card.

Electro Magnetic Door Lock

- Should have holding force of min 600lbs.
- Should be mountable on wooden/Glass doors.
- Should have provision to be wired with Fire alarm.

4.85 CCTV System: All systems and components shall have been thoroughly tested and proven in actual use. All systems and components shall be provided with a one-day turnaround repair express and 24-hour parts replacement. The manufacturer on warranty and non-warranty items shall guarantee the repair and parts expresses. Specifications included in this section are indicative and considered as a minimum; component and software that shall be acquired at the time of implementing the project shall be the latest versions available in the market.

4.86 System Capabilities

- The system shall provide visual images from the cameras located throughout the facility. The cameras located shall be fed into the Digital Video Recorder (DVR) located in the security room.
- For the analogue camera – NVR IP camera can be considered for the CCTV monitoring.
- The Digital Video Server shall consist of up to 16 channels Digital Multiplexer with built-in recording.
- The Main Security Control Room, which shall house the Monitors and the Digital Video Management Server.
- CCTV surveillance system should cover all area of Data Centre.
- CCTV recording should be stored for 90 days onsite and thereafter should be archived to offsite location. For storing CCTV recoding Prime Vendor should provide portable storage device with sufficient storage media for 1 year.

4.87 Camera: The product specified shall be a fixed dome. The camera specified shall be easily surface mounted on ceilings or walls and provide manually adjustable viewing positions of 360° pan and 65° tilt position. The camera dome shall provide easy adjustment of zoom position through zoom position screws. The cameras shall provide high picture quality through Digital signal processing and real colour picture through ATW. The cameras would record any motion in the data Centre. Bidder should provide and installed 2 no of night vision camera for monitoring DG set.

4.88 Data Centres should be equipped with automated security access controls and all activities are monitored 24x7 via network based surveillance cameras.

4.89 Building Management System (BMS): The building management system shall be implemented for effective management, monitoring and Integration of various components like HVAC systems, Access Control systems, fire detection system etc.

The BMS shall perform the following general functions including but not limited to:

- Building Management & Control
- Monitoring of all BMS devices through a portal / dashboard
- Data Collection & archival
- Alarm Event & Management
- Trending
- Reports & MIS Generation
- Maintenance & Complaint Management
- Network Integration
- Annual power maintenance including power redundancy failover

The scope of work shall include designing supplying and installing of Building management (Automation) System. The work shall consist of furnishing all materials, equipment's and appliances necessary to install the said system, complete with Sensors, Direct Digital Controllers, Communication Controllers and Supervisory Software complete with necessary software/hardware support for interfacing with other systems. It shall include laying of cabling duct, conduits and power supply etc., necessary for installation of the system with supply of appropriate type products as indicated in the specification. The controller shall be 32 bit based Microprocessor Controller and shall sit directly on the TCP / IP network. The Controller shall be Web Based, Web Enabled, Real Time Clock, and Web Browser with Communication speed min of 10 Mbps. Sufficient numbers of BMS I/Os are to be provided by the selected bidder.

Vendor shall design & provide a full Building automation system on the basis of truly distributed intelligence and shall comprise of the following general functional sub systems.

- Air Conditioning Management & Control

- HVAC Units.
- Temperature monitoring and controls at all specified positions/locations
- Energy Management
- LT Panel Energy Monitoring
- UPS Monitoring
- Safety & Security Systems Integration.
- Fire Alarm System Integration.
- HSSD (High Sensitivity Smoke Detection System) System Integration.
- Access Control System integration
- Gas System Integration.
- CCTV & recording
- Water leakage Detection System
- Diesel Generator Integration
- Fuel Consumption
- Load Current

4.90 Water Leak Detection System: The water leak detector shall be installed to detect any seepage of water into the critical area (Server Area & UPS Room). It shall consist of water leak detection cable, tape sensor, detection module and control panel. The cable, tape shall be installed in the ceiling & floor areas around the periphery. An automatic alarm notification is sent via alarm messages in case of leakages and should have separate cooling equipment zone and separation of water piping routes.

4.91 Water Leak Detection Panel: The panel shall be microprocessor based one, and should be modular in design. The system shall have different zones and detectors shall be connected to the panel through the zone module. Each area of the premise shall be divided into specific zones such that the user if required shall isolate any zone.

4.92 Water leak detection Module: Zone Sensor module is surface mounted below the false floor above false ceiling where localized detection is required. The zone Module shall provide monitored circuitry for connection to WLD panel. The Zone Modules shall be housed in suitable housings.

4.93 An automatic alarm notification is sent via SMS and e-mail through BMS in case of water leakages, fire or smoke detection.

4.94 The Prime Vendor will provide 24x7 operating and maintaining services for a period of 5 years (inclusive of both the phase) from the date of final acceptance test. Bidder should submit report quarterly basis for preventive maintenance of all active and passive devices of datacenter. The scope of the services for overall Physical and IT infrastructure management as per ITIL framework during this period shall include 365x24x7 Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services.

PART - IV

1. Consortium

The Prime vendor may bid for the RFP document, as it is his responsibility to implement and maintain the most appropriate Data Centre comprising of adequate hardware and software products to serve the Bank. For execution of project, prime vendor may constitute a consortium of different vendors. However, in this case the contract will be executed with prime vendor only. Hence all the terms and conditions mentioned in this RFP will be valid for prime vendor only. The Bank will deal with only the Prime vendor as a single point of contact who shall have the sole responsibility for the entire assignment.

Order details

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

2. Schedule of Implementation

- The Data Centre build project should be completed within 16 weeks, including civil work, from the date of purchase order. The site for proposed Data Centre is ready.
- If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- Pre-shipment Quality Inspection certificates for all equipment are to be submitted along with the invoices to the Bank.
- All the equipment supplied by the Prime Vendor shall be legal and Prime Vendor shall give indemnity to that effect.
- Any license, if required, need to be provided by the Prime Vendor. The Prime Vendor is solely responsible for any legal obligation related to licenses during warranty period of five years for solution proposed as implemented by the Prime Vendor.
- The Data Centre build project is considered as completed (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the Bank and the prime vendor. The component level checking for individual item may be included during the acceptance test.

3. Implementation Schedule

The schedule of delivery should be submitted by the bidder along with technical bids enclosed as **Annexure-I**.

The Bank reserves the right to make any amendments / changes to or cancel any of the delivery schedules.

4. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for **63 months (60+3 months claim period)**, indemnifying any loss to the Bank, as per the format of **Annexure –J**. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). **Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.**

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

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

5. Payment Terms

The Prime Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Prime Vendor must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Prime Vendor, in case of delays or defaults on the part of the Prime Vendor. Such withholding of payment shall not amount to a default on the part of the Bank. Prime Vendor will have to submit a document explaining the AMC costs.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below:

The payment terms need to be read in conjunction with the price bid:

5.1 Software application costs like BMS and any other management tool:

50% of the payment is to be made on delivery, 30% after successful running of the solution and remaining 20% to be paid after successful running of the solution for 3 months.

5.2 HVAC System

50% of the product contract value on delivery, 40% of the product contract value on successful completion of Acceptance testing of the product.
10% of the product contract value on successful completion of Six months from the date of completion of ATP and successful running of the facility.

5.3 Civil Work (False Ceiling, False Flooring, False Cabling, partitions, painting, etc.)

80% payment of the contract value would be payable on successful completion of Acceptance testing of the DC facility.

20% payment of the contract value would be payable on successful completion of three (3) months post signoff on the Acceptance testing of the DC facility.

5.4 Electrical Work (Electrical cabling, structured cabling, electrical lights)

50% payment of the contract value on delivery, 40% payment of the contract value would be payable on successful completion of Acceptance testing of the DC facility

10% payment of the contract value would be payable on successful completion of three (3) months post signoff on the Acceptance testing of the DC facility.

5.5 Electrical Devices: (UPS, Precession AC, Comfort AC, Fire Detection and control, Fire suppression system, Smoke Detection system, Access Control System, CCTV system, Camera, water leak detection system, Public address system)

50% of the product contract value of delivery, 40% of the product contract value on successful completion of Acceptance testing of the product.

10% of the product contract value on successful completion of Six months from the date of completion of ATP and successful running of the facility. Such payment could be realised against a BG of equivalent value valid for the next 30 months.

5.6 Facilities Management, AMC & ATS

The annual amount to be paid towards facilities management, AMC & ATS would be divided into 4 equal installments, to be paid quarterly at the end of each quarter. The first quarter would begin from the 1st of the next month of the date of completion of commencement of services for each component for the facilities being managed by the Vendor post successful completion of the ATP process. Six resources should be allocated by the bidder who will be available 24x7 at any point of time in the Data Centre.

Note: All payments will be made after deduction of penalties.

6. Confidentiality

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.

- 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 Master Contract.

7. Paying Authority

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.

8. Uptime Requirement

The classification of the DC environmental components has been segregated in the following Cost reference points for SLA measurement:

- A. **CIVIL Work** - (False Flooring & Ceiling, partitions, wiring, earthing, painting, water proofing, Water tank, Monitoring software, Rodent control)
- B. **Electrical Components** – (HVAC, Comfort AC, Monitoring Software, Lighting,)
- C. **Access Control** - (CCTV System, Camera, Electromagnetic door lock, Access Cards, Management Software for access control and its associated server and OS)
- D. **Management** – BMS software and its associated HW and OS, Resource allocated.

<u>Level</u>	<u>Description</u>	<u>Technology affected</u>	<u>Technical Response & Resolution</u>	<u>Minimum Service Level</u>	<u>Cost Reference</u>
Critical	The operations is down	The critical environmental infrastructure of a DC is down for which the DC is deemed non-functional. These includes 1. Electrical components are down like UPS, Precession AC's, 2. Access control system, CCTV camera 3. BMS System	During business hours 30 minutes Non business hours – within 60 minutes	99.95% Measurement tool – BMS utility	All components of the affected Environmental aspect including Management cost
Key	Operation is partially affected for DC build infrastructure	The following environmental aspects are key to the functions of the DC 1. Any or all of the components are partially	During business hours – 60 minutes Non business hours – 180 minutes	99.9% Measurement tool – BMS utility	All components of the affected Environmental aspect including management cost

		down/malfunction but operation is sustained thereby leveraging the redundant component. 2. Room temperature and humidity not mention as specified in scope of work.			
Incident Management	Operation Management	Resource deployment for issue resolution	During business hours – 30 minutes Non business hours – 120 minutes	99%	Resource allocation cost, components for the associated service which is an issue

The monthly report on the total uptime would be calculated at the end of each month from the date of start of Facility Management for the DC build System Integrator and Facility management. The gap in the overall uptime in reference to the desired uptime of 99.99% for the DC would be the % penalty for the breach of SLA.

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

Availability Measurement

	Type of Infrastructure	Measurement	Expected Service Level
Critical	Environmental Infrastructure	Availability of Critical Environmental Infrastructure Elements.	99.982%
key	Environmental Infrastructure	Availability of Key Environmental Infrastructure Elements	99.982%

Failure Scenarios

- 1) Wrong personalization of tags i.e. incorrect Details personalized in the tags.
- 2) If tags are lost during the distribution process, then those tags must be blocked and destroyed or can be added to the blacklist.
- 3) Tags size and format must be as per the specifications of NPCI.
- 4) Tags Fixation rules should be met properly. The welcome kit booklet should have pictographic instruction of fixing the ETC tag.
- 5) Improper fixing of RFID Tags, incorrect image while issuance of RFID Tags, incorrect physical verification of the vehicle.
- 6) Compensate the bank of any loss occurring on account thereof.

Note: service provider has to ensure that necessary process to be implemented to avoid any of the above failure scenarios at his cost. And service provider would be liable for any/all losses incurred by UCO Bank on account of lapses in process by service provider.

9. Penalty

Inability of the proposed solution (DC build) to deliver the required functionality at performance levels expected at 99.95% on monthly basis would result in breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.01 % of the TCO for non-compliance to the performance levels by 0.1%.

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

The Bank would consider the following formula to calculate the downtime below the designated limits of operational uptime:

Downtime below the designated limits of operational uptime =
 $(\text{Scheduled uptime} - \text{calculated downtime}) * 100 / \text{Scheduled uptime}$

Where:

“Scheduled Uptime”: Means the operating hours of the system for one month.

Calculated downtime: Is the number of hours in the month for which the DC was not completely functional as a whole or any of its subsystem was not operational in its full capacity.

Penalty Calculation Matrix:-

Assume that particular aspect of 'Critical' level wherein because of a situation of failure of both the UPS's at an instance. The minimum service level in a quarter is 99.95%. The delivered service level is 99.55%

Let's consider the TCO of the project is Rs. 3,00,00,000/-

Difference in uptime = 99.95%-99.55%= 0.4%

Penalty on difference of uptime = 0.04 %*30000000
= Rs.12000 will be deducted from payment of
Facility management service.

10. Liquidated Damage

Notwithstanding The Bank's right to cancel the order, liquidated damages at 1% (One percent) of the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force.

11. Force Majeure

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

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

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

12. Contract Period:

The tenure of the Contract will be for a period of 5 (five) years effective from the date of execution of the Service Level Agreement (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 5 (five) years, the contract may be extended/renewed for such further period and on such 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.

13. Completeness of the Project

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

14. Acceptance Testing

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

the vendor would need to provision insurance of those items till successful acceptance. The Bank at 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.

15. Order Cancellation

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

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

16. Indemnity

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

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

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

17. Publicity

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

18. Privacy & Security Safeguards

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

19. Technological Advancements

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

20. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering). All hardware and software must be supplied with their original and complete printed documentation.

21. Resolution of Disputes

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

- a. 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.
- b. The matter will be referred for negotiation between General Manager (IT Department) of UCO BANK and the Authorized Official of the selected Bidder.

The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 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.

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 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The 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 or arising out of the Contract/Service Level 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.

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, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement.

22. Exit Option and Contract Re-Negotiation

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

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;

- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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

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

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

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, the Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

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

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

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

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

23. Corrupt and Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value 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.

24. Termination

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

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar

resources from alternate sources at the risk, cost and responsibility of the selected bidder.

- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.
- j) 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.

25. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice 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.

26. Effect of termination

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of 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 steps to minimize loss resulting from the 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 and the Contract is not further extended by UCO BANK, the Vendor 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 Letter 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.

27. Arbitration

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

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

28. Applicable law & Jurisdiction of court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

29. Limitation of Liability

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

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.

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

(Tender offer forwarding letter)

Tender Ref. No.: DIT/BPR&BTD/OA/1206/2018-19 Dated: 08.06.2018

Date:xx.xx.2018

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

Dear Sir,

**Sub: RFP for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO
DIT (Retendering)**

RFP Ref No.: DIT/BPR&BTD/OA/1206/2018-19 Dated 08.06.2018

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering) and will be Providing Services 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 for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT and Provide Services as per your purchase orders.

In the event of our selection by the Bank for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering), we will submit a Performance Guarantee for a sum equivalent to 10% of the order value to be valid for a period of **Five years** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid 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 also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission.

We enclose the following Demand Drafts/Pay Orders:

1. DD No. _____ dated _____ for **Rs 10,000/- (Rupees Ten Thousand Only)** as Cost of RFP Document &
2. BG No. _____ dated _____ for **Rs 4,00,000/- (Rupees Four Lacs only)** as EMD.

Both DDs are issued in favour of **UCO BANK** by.....Bank
..... Branch payable at Kolkata.

Dated this __ day of ____ 2018

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

Eligibility Criteria Compliance

Sl. No.	Criteria	Proof of documents to be submitted
1	Bidder must be a registered firm/company in India under Companies Act, 1956 or as per Company Act 2013 and should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	Bidder should be a profit making company in any two of the last financial years (2015-16, 2016-17 and 2017-18) OR Bidder should have maintained a positive net-worth in the last three financial years (2015-16, 2016-17 and 2017-18)	Copy of the audited balance sheet as well as a certificate mentioning the net-worth for last three financial years from the auditor should be submitted.
3	The Bidder submitting the offer should be having a turnover of minimum Rs. 50 Crores per year from Indian operations during last three years i.e. 2015-16, 2016-17 and 2017-18. This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.
4	The bidder should have successfully executed build of at least 2 Data Centres comprising of 600 Sq. ft. or more area. Out of these two Data Centres, The bidder should have successfully built and is maintaining & managing one Data Centre having more than 600 sq. ft. which is primarily consisting of Precision Air-conditioning, UPS System, Electrical Distribution and Lighting, Fire Detection and suppression, Access control and CCTV, Building Management System, intelligent Smoke & Fire Detection, Rodent repellent System, Structured cabling, Civil and Interiors, D.G Set etc. and all the allied works for more than two years Note: a. Bidder's in house Data Centres shall not be considered.	<ul style="list-style-type: none"> • Copy of Client Certification for successful completion and commissioning • For IDC bidder certificate from client mentioning area of Data Centre occupied. • PO & Installation report.

	b. Bidders who have built their own Internet Data Centre (IDC) for commercial use will be considered.	
5	Bidder should not have been debarred / black-listed by any Bank / Govt. / Govt. agency / PSUs Bank(s) / Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamped by authorized signatory.
6	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	As per Annexure G
7	The following product quoted by the bidder should be from the OEM whose product/s is / are installed in any one of the Data Centre environments in India: <ul style="list-style-type: none"> • Precision AC • UPS • Fire Detection and Suppression • BMS • Intelligent Smoke & Fire Detection 	A document in this regard from the client is to be submitted.

TECHNICAL BILL OF MATERIALS

Sl. No	Component Name	Item / work Description, Make, Model No.	Technical details	Qty
1	HVAC			
a.	Precision AC			
b.	Comfort AC			
c.	Others (Elaborate description of item)			
2	Rodent Control			
3	Hardware and Software of BMS			
a.	Hardware			
b.	Software			
4	UPS			
5	Monitoring Software			
6	Civil , Interior and Furnishing Work			
a.	Data Centre Development (All Civil Work including Interior & Furnishing)			
b.	Electrical Work Cabling			
c.	Lighting			
d.	Network cabling			
e.	Others (Elaborate description of item)			
7	Smoke, Fire Detection & Control			
a.	Intelligent Smoke and Fire Detection System			
b.	Heat Detectors			
c.	Fire Suppression system			
d.	Water Leak detection System			
e.	Others (Elaborate Description of Item)			
8	Access Control			
a.	CCTV System			
b.	Camera			
c.	Electro-magnetic door lock			
d.	Proximity card Reader and Access Cards			
e.	Management Server and Software for access control			
f.	Others (Elaborate description of item)			
9	Any other devices/work related to the project			

Product / UNIT Installation Charges

Sl. No	Component Name	Item Description	Number of Man days
1	Data Centre Development (All Civil Work including Interior & Furnishing)		
2	Electrical Work		
3	DG Set Integration		
4	HVAC Installation		
5	Rodent Control Installation		
6	Smoke, Fire detection & Control Installation		
7	Access Control Installation		
8	Network Cabling Installation		
9	Monitoring Software Installation		
10	Hardware and software for BMS Installation		
11	UPS Installation		
12	Others (Elaborate description of item)		
13	DC Facility Management		Manpower
a.	Resource allocation on 24*7 window for BMS		

General Details of the Bidder

1. A. Profile of Bidder
2. Name of bidder:
3. Location
 Regd. Office:
 Controlling Office:
4. Constitution
5. Date of incorporation & Date of Commencement of business:
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

	2015-16	2016-17	2017-18
Net Worth			
Turnover			
Profit after Tax			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to PSU organisation/BFSI in India specifying the number of Banks and branches

Details of Experience in implementation of similar orders

PSU Organization / BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place: Name: _____

Date: Business Address: _____

Format of Bank Guarantee (EMD)

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

Dear Sir,

In response to your invitation to respond to your RFP for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Re-tendering), M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering) as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 4 Lacs (Rupees Four Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Ten Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 4 Lacs only** (Rupees Four Lacs 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

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

Bill of MaterialCommercial FormatTABLE-A (Product Procurement)

Sl. No	Component Name	Item Description	Product Cost with three year warranty			Total Amount	% Tax	Total tax	Aggregate Cost
			Qty	Unit Rate	Amount				
1	HVAC								
1.1	Precision AC								
1.2	Comfort AC								
1.3	Others (Elaborate description of item)								
2	Rodent Control								
3	Hardware and Software of BMS								
3.1	Hardware								
3.2	Software								
4	UPS								
5	Monitoring Software								
								Sub Total A	
6	Civil , Interior and Furnishing Work								
6.1	Data Centre Development Cost								
6.2	Electrical Work Cabling								
6.3	Lighting								
6.4	Network cabling								
6.5	Others (Elaborate description of item)								
								Sub Total B	
7	Smoke, Fire Detection & Control								

7.1	Intelligent Smoke and Fire Detection System								
7.2	Heat Detectors								
7.3	Fire Suppression system								
7.4	Water Leak detection System								
7.5	Others (Elaborate Description of Item)								
								Sub Total C	
8	Access Control								
8.1	CCTV System								
8.2	Camera								
8.3	Electro-magnetic door lock								
8.4	Proximity card Reader and Access Cards								
8.5	Management Server and Software for access control								
8.6	Others (Elaborate description of item)								
								Sub Total D	
9	Any other devices/work related to the project								
								Sub Total E	
10	Buyback cost for Old UPS								
								Sub Total F	
Total items Cost (A+B+C+D+E-F)									

Table-B

Implementation Cost

Sl. No	Component Name	Item Description	Product Cost			% Tax	Total Tax	Aggregate Cost
			Number of Man days	Unit Rate	Amount			
1	Data Centre Development (All Civil Work including Interior & Furnishing)							
2	Electrical Work							
3	Integration cost existing DG Set							
4	HVAC Installation							
5	Rodent Control Installation							
6	Smoke, Fire detection & Control Installation							
7	Access Control Installation							
8	Network Cabling Installation							
9	Monitoring Software Installation							
10	Hardware and software for BMS Installation							
11	UPS Installation							
12	Others (Elaborate description of item)							
Total Implementation Cost								

Table-C

AMC & ATS COMMERCIAL FORMAT

SL No.	Component Name	Year 4			Year 5			2 Years AMC & ATS Cost			
		Qty	Unit rate	Amount	Qty	Unit rate	Amount	Total 2 Years AMC & ATS Cost	% TAX	Total Tax	Aggregate Cost
1	HVAC-AMC										
1.1	Precision AC										
1.2	Comfort AC										
1.3	Others (Elaborate description of item)										
2	Rodent Control-AMC										
3	Hardware and Software of BMS-AMC & ATS										
3.1	Hardware -AMC										
3.2	Software - ATS										
4	Monitoring Software-ATS										
5	Civil , Interior and Furnishing (Maintenance)										
5.1	Data Centre Development										
5.2	Electrical Work Cabling										
5.3	Lighting-AMC										
5.4	Network cabling										
5.5	Others (Elaborate description of item)										
6	Fire Detection & Control- AMC cost										
6.1	Intelligent Smoke and Fire Detection System										
6.2	Heat Detectors										
6.3	Fire Suppression system										
6.4	Water Leak detection System										
6.5	Others (Elaborate Description of Item)										

7	Access Control AMC Cost										
7.1	CCTV System										
7.2	Camera										
7.3	Electromagnetic door lock										
7.4	Proximity card Reader and Access Cards										
7.5	Management Server and Software for access control										
7.6	Others (Elaborate description of item)										
8	UPS Systems AMC										
9	Any other devices/work related to the project										
Total 2 years AMC & ATS Cost											

**Table-D
FACILITY MANAGEMENT CHARGES**

Sl. No	DC Facility Management	Year 1			Year 2			Year 3			Year 4			Year 5			Total 5 years FM Cost			
		Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Total Amount	% Tax	Total Tax	Aggregate Cost
1	DC Facility Management																			
1.1	Resource allocation on 24*7 window for BMS	6																		
1.2	FM 200 periodic refilling																			
1.3	Periodic Pest control																			
1.4	Others (Include complete description)																			
DC Facility Management cost																				

TOTAL COST OF OWNERSHIP

SI No.	Description	Total Cost (in Figure)	Total Cost(in words)
1	Product Procurement(TABLE - A)		
2	Implementation Cost (TABLE - B)		
3	AMC & ATS (TABLE - C)		
4	Facility Management Charges (TABLE - D)		
Total Cost of Ownership(TCO) { A+B+C+D}			

DECLARATION-CUM-UNDERTAKING

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

To

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

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, Bye-Laws, Guidelines, Notifications etc.

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.

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorised Signatory (s)]

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

MANUFACTURERS' AUTHORIZATION FORM (MAF)

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

Dear Sir

Ref: RFP for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO DIT (Retendering), vide RFP REF NO: DIT/BPR & BTD/OA/1206/2018-19 Date: 08/06/2018

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for Bid offer.



We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. 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 AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours faithfully

(Name of manufacturers)

Implementation Schedule

Work Description	Time of Delivery
Site inspection	
Initiation of procurement of the identified components as part of the BOM	
Civil work initiation	
Civil work completion	
Delivery of electrical components	
Installation of electrical components	
Security system installation	
Electrical work including DG set & UPS	
Electrical work completion	
Completion of Installation of other devices including equipment like HVAC (precession and comfort AC), Smoke & Fire detection and control system, Access Control System etc. and verification of workability of the all components	
DC build completion and going live	
Acceptance testing	
Facility Management Service	
Others	

For.....

Designation:

(Signature and seal of authorized person)

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

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

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

2. We[indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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

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

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

7. We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
 - ii) This Bank Guarantee shall be valid upto and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee including claim period).

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

NOTE:

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

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

PRE CONTRACT INTEGRITY PACT
(To be stamped as per the Stamp Law of the Respective State)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__between, on one hand 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 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept,

directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic Data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial

interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of __;
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of

Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. 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 provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Department

Witness

Witness

1.

1.

2.

2.

Undertaking Letter to the Bank on the vendor's letterhead

**To
The Deputy General Manager
DIT, BPR & BTD
Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Sir,

**Sub: RFP for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO
DIT (Re-tendering)**

(RFP Ref. No DIT/BPR&BTD/OA/1206/2018-19 Date: 08/06/2018)

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.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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

To,

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

Dear Sir(s),

**Sub: RFP for Building of Data Centre Infrastructure for non-CBS servers at 6th
Floor, HO DIT (Retendering)**

(RFP Ref. No. DIT/BPR&BTD/OA/1206/2018-19 dated 08/06/2018)

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

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

(1)

(2)

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

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

To

**The Deputy General Manager
DIT, BPR & BTD
Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Sir,

**Sub: RFP for Building of Data Centre Infrastructure for non-CBS servers at 6th Floor, HO
DIT (Retendering)
(RFP Ref. No DIT/BPR&BTD/OA/1206/2018-19 Date: 08/06/2018)**

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 bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. **(Proof of compliance and labour license needs to be submitted along with the quotation).**

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date: