

## Request for Proposal (RFP)

For

### Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications

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

**RFP REF NO: DIT/BPR&BTD/OA/5227/2018-19 Date: 25/02/2019**

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, reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications. It should not be reused or copied or used either partially or fully in any form.

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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 bidders' responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.

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### Bid Control Sheet

<b>Tender Reference</b>	<b>DIT/BPR&amp;BTD/OA/5227/2018-19 dated 25.02.2019</b>
<b>Cost of Tender documents</b>	<b>Rs.20,000/- (Rupees Twenty Thousand only)</b>
<b>Date of issue of RFP</b>	<b>25.02.2019</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.20,00,000/- (Rupees Twenty Lacs only) (in the form of Bank Guarantee)</b>
<b>Date of commencement of sale of tender document</b>	<b>25.02.2019</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>07.03.2019</b>
<b>Pre-Bid meeting /Venue</b>	<b>08.03.2019 at 11:30 AM, UCO Bank, Head Office-2 Department of Information Technology(DIT) 3 &amp; 4 DD Block (5<sup>th</sup> Floor), Sector -1, Salt Lake, Kolkata-700 064</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>22.03.2019 at 4:00 PM</b>
<b>Opening of technical bids</b>	<b>22.03.2019 at 4:30 PM</b>
<b>Opening of Commercial/Price Bid</b>	<b>Will be advised subsequently to technically qualified bidders.</b>
<b>Address of Communication</b>	<b>UCO Bank, Head Office-2 Department of Information Technology(DIT) 5<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>
<b>Email address</b>	<b><a href="mailto:hodit.calcutta@ucobank.co.in">hodit.calcutta@ucobank.co.in</a></b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel : 033-4455 9775/9720</b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5<sup>th</sup> Floor, 3 &amp; 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.</b>

**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 4:30 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. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.



## **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 branches and more than 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution. 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. Objectives**

Currently, in UCO Bank, various Payment systems like SFMS, SWIFT, CCIL etc. & other systems like CTS, AML, HRMS, ETHICS, Compliance link, EDPMS, Biometric system, DMS, AML, etc. are in use. Bank is also in the process of implementing/upgrading various new Projects/Applications like Security Operations Centre (SOC), IDPMS, integration with Bureau link etc. and implementing Disaster Recovery Site (DR Site)/ Parallel Nearby site for various applications like Compliance link, Micro ATM, CCIL etc.

In order to cater to Hardware/Software/Licenses requirement for DR Site Implementation for existing system i.e Microsoft System center based Virtual Platform and new Projects/Applications, UCO Bank has decided to select bidder for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications.

The bidder should provide the required hardware, software, licenses etc. for successful implementation of the proposed solution. **The location address will be shared to the successful bidder.**

### **3. Eligibility Criteria**

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & commencement of Business (whichever is applicable) should be submitted. The Certificate of Incorporation issued by Registrar of Companies along with the copies of <b>Memorandum and Articles of Association</b> are required to be submitted along with the eligibility bid.
2	The Bidder should have <b>minimum annual turnover of Rs. 50 Crores per year, during the last three financial years</b> (i.e.2015-16, 2016-17 & 2017-18).	Copy of audited balance sheet of the financial years i.e. 2015-16, 2016-17 & 2017-18 should be submitted.
3	The Bidder should have <b>net profit (PAT) in any two of the last three financial years.</b> (i.e. 2015-16, 2016-17 & 2017-18)	Copy of audited balance sheet of the financial years i.e. 2015-16, 2016-17 & 2017-18 should be submitted. Certificate from Chartered Accountant stating Turnover and Profit/Loss for last three financial years i.e. 2015-16, 2016-17 & 2017-18 should be submitted.
4	The bidder should be either Original Equipment Manufacturer (OEM) of Hardware or their authorized representative in India whose product they are proposing.	An authorization letter from OEM (MAF) to this effect should be furnished as per Annexure-C. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.
5	The bidder should have <b>supplied, installed, commissioned and maintained at least 10 Blade Servers and 10 Rack Mounted Servers with chassis/Enclosures in any PSU in India by them in Last three financial year.</b> The bidder should supply the server / enclosure / SAN Storage and should support their services.	Copy of purchase order and reference letters/ Certificates to be enclosed containing contact details of the signing authority of the masked purchase order / authorization letter.

6	Similar product offered of OEM should be installed and run in at least one PSU in India for at least One year.	Copy of purchase order along with Satisfactory Client Certificate is to be submitted.
7	The bidder should be a <b>Certified OPN Gold / Platinum / Silver Partner of Oracle</b> and have prior experience of executing similar orders in at least one PSU. The bidder should be duly authorized by Oracle to supply Oracle products.	A copy of the necessary Certification along with experience certificate / copy of Masked Purchase Order (s) along with reference letter having executed the similar orders to be enclosed with the bid documents.
8	The bidder should be a <b>Certified Gold / Platinum / Silver Partner of Microsoft</b> and have prior experience of executing similar orders in at least one PSU. The bidder should be duly authorized by Microsoft to supply Microsoft products.	A copy of the necessary Certification along with experience certificate / copy of Masked Purchase Order (s) along with reference letter having executed the similar orders to be enclosed with the bid documents.
9	The bidder should have experience in implementation / installation of <b>Microsoft OS &amp; System center database</b> with cluster implementation, storage/volume replication/database replication between DC & DR and SAN Storage, creation of Virtual Machines and its maintenance in at least one PSU in India.	Copy of masked purchase order and reference letter of the organization evidencing the experience required as per clause.
10	The bidder / OEM should have service centers with engineers having experience in Servers / Storage/VM maintenance for providing support at Bank's location. (Preferably at Kolkata and Bangalore.)	Self – Undertaking regarding Detailed list of authorized service centers at the said delivery locations should be provided.
11	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on the company's letter head should be submitted as per format given as Annexure-K.

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

Bidder must comply with all 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**

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank. 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. Submission of Offer – Three Bid System**

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super-scribed as "Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications (Eligibility Bid)", "Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications (Technical Bid)" and "Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications (Commercial Bid)" respectively should be put in a single sealed outer cover duly sealed and super-scribed as- "Supply, Installation & Maintenance of Hardware, Software and Licenses for various Projects/Applications" with RFP Ref No. and date as per the below mentioned diagram and as per bid details given in the RFP.

Sealed separate envelopes carrying, Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications" as per the below mentioned diagram and as per bid details given in the RFP.

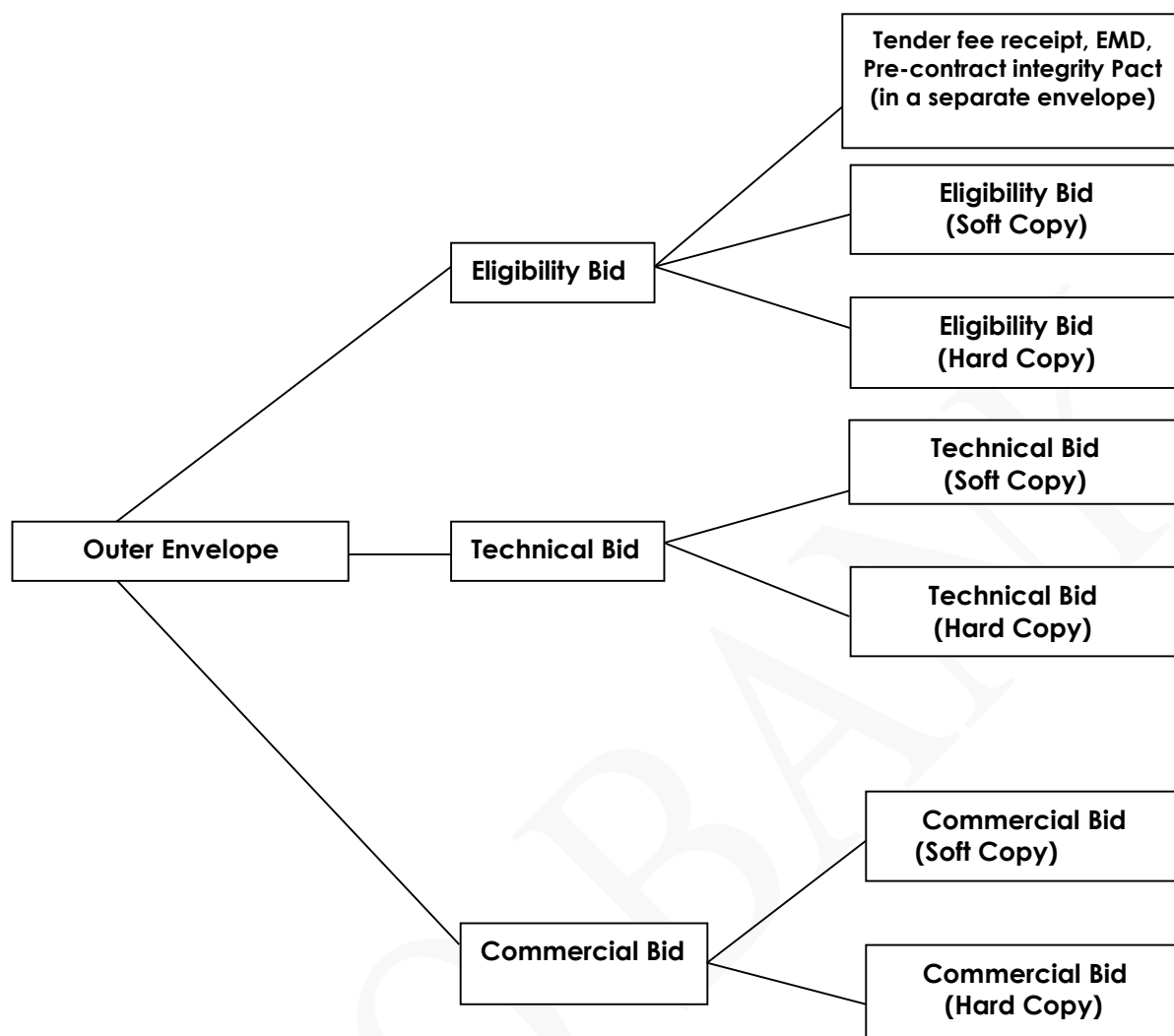
The bids ( along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

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

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

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

the bidders. The Eligibility bid should have documentary proof in support of Eligibility Criteria and all the Annexures as per RFP document.



The Commercial Bid (Hard Copy) should contain all relevant price information and should not contradict the Technical Bid in any manner.

**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.**

- 2.1 Bid should comply with the Scope of Work as specified hereinafter.
- 2.2 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- 2.3 One Separate envelope containing Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.

- 2.4 Bidders to submit a **masked commercial Bid** i.e. by hiding price commercial bid as per Annexure - E with technical bid envelope to be submitted.
- 2.5 The Commercial bid should have compliance chart as per Annexure- Q.
- 2.6 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 2.7 At any time, prior to deadline for submission of RFP, UCO Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.
- 2.8 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 2.9 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- 2.10 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 2.11 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.
- 2.12 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 2.13 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 2.14 The Price Bid must include all hardware and all required software including licenses along with specification, Model No, Part No and Price Tag covering warranty period of three years and two years Annual Maintenance Contract (AMC Cost). The Price Bid should also include all applicable taxes such as GST/Waybill etc.



- 2.15 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 2.16 The bidder shall keep the price valid for 1 (one) year from the date of RFP Submission.
- 2.17 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 2.18 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 2.19 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected forthwith.
- 2.20 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP document.
- 2.21 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.
- 2.22 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 2.23 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 2.24 Bids once submitted shall not be returned to the Bidder in future.
- 2.25 Bidder must have back to back support relation with the OEM's whose products are offered by the bidder to the Bank, in case the bidder is not an Original Equipment Manufacturer(OEM). A **commitment letter** from the OEM at least for a period of 7 years has to be submitted along with the Technical bid.

2.26 The bidder shall not quote for the products, whose End of sale/ End of Support / End of Life has been declared by the OEM. The Bidder has to ensure that any equipment supplied as part of this RFP should not reach end of support or end of life for at least Five (7) years postdate of acceptance of such equipment/solution by the Bank. In the event if any equipment supplied by the selected bidder, reaches either end of support or end of life as stipulated in this clause, within the period of 7 years , the selected bidder has to immediately replace/upgrade the equipment at no additional cost to the Bank.

The selected bidder must adhere to the terms of this RFP document.

### **3. 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.

### **4. Tender Document & Fee**

The tender document can be downloaded from the bank's official website <https://www.ucobank.com>. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs 20,000/- (Rupees Twenty thousand only)** at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected. This non-refundable fee of **Rs.20,000/- (Rupees twenty thousand Only)** shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favor of M/S H O DIT (UCO Bank) or through the electronic mode to the below mention account. The details of the account are as under:-

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

### **5. Earnest Money Deposit**

The Bidder(s) must submit Earnest Money Deposit along with Eligibility Bid **in the form of Bank Guarantee valid for a period of 180 days, with a further claim period of 30 days** from the date of opening of Eligibility/Technical Bid in the format given in Annexure J, in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:



Particulars of Job to be undertaken	EMD
Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications	Rs.20,00,000/- (Rupees Twenty Lacs Only)

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. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee. **The EMD must be in the form of BG only, not in electronic form.**

The EMD will not bear any interest and it 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/fake, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. In case 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 within the stipulated time period or before the execution of Service Level Agreement (SLA).

**Note:** Exemption from submission of EMD shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small Scale Industrial Corporation (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate will not be considered for EMD exemption (Traders are excluded who are engaged in trading activity without value additions/branding/packing. In such a case, they will have to submit EMD and Tender cost).

## **6. Rejection of the Bid**

The Bid is liable to be rejected if:

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

## **7. Pre Bid Meeting**

The queries for the Pre-bid Meeting should be reached by email on or before the date mentioned in the Bid Control Sheet by e-mail to [hodit.calcutta@ucobank.co.in](mailto:hodit.calcutta@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 sent to each individual bidder. The Pre-Bid Meeting date is mentioned in bid control sheet.

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

Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – I.**

## **8. 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.

## **9. Information Provided**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the

provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

#### **10. For Respondent Only**

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

#### **11. Confidentiality**

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

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

#### **12. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

#### **13. Costs Borne by Respondents**

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

#### **14. No Legal Relationship**

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

## **15. Errors and Omissions**

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

## **16. Acceptance of Terms**

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

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, bank shall appropriate the EMD/invoke the PBG of the successful bidder.

## **17. RFP Response**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax 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.

## **18. RFP Response Validity Period**

Bids shall remain valid for 180 (One Hundred eighty) days from the last date of bid submission prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period.

## **19. Notification**

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

## **20. Language of Bids**

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

## **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.**

**In this regard, a valid Power of Attorney is to be submitted from the Bidder side indicating the authorized signatory.**

**A true copy of Board Resolution of the Company has to be submitted, indicating the name of the person to whom Power of Attorney has been provided to act as Authorized signatory.**

## **22. Bid Price**

Prices quoted by the Bidder shall be fixed. The Bid price should be quoted by the bidder as per format given in **Annexure – E** of the RFP.

The price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except GST as applicable from time to time shall be paid separately. In case of any variation (upward or down ward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax/cess.

It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal.

A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of UCO Bank in this regard shall be final, conclusive and binding on Bidders. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

Terms of payment indicated in the Contract that will be issued by the Company to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Company and that the Invoice would be governed by the terms contained in the Contract concluded between Company and the selected Bidder". Bidder should ensure that the project timeline should not suffer for this reason.

### **23. Documents constituting the Bid**

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- a. Tender Forwarding Letter (Annexure – A)-(To be included in eligibility bid)
- b. Compliance chart(Annexure-AA)- (To be included in eligibility bid)
- c. General Details of Bidders(Annexure – B)- (To be included in eligibility bid)
- d. Board Resolution-(To be included in eligibility bid)
- e. Power of Attorney-(To be included in eligibility bid)
- f. Manufacturer's Authorization Form (Annexure – C)- (To be included in Technical bid)
- g. Technical Specifications (Annexure –D)- (To be included in Technical bid)
- h. Commercial Bid Format (Annexure – E) ((To be included in Commercial Bid)
- i. Compliance to Eligibility Criteria (Annexure – F) - Along with all required documentary evidence. (To be included in eligibility bid)
- j. Performa for Performance Bank Guarantee (Annexure – G) (To be included in eligibility bid)
- k. Pre Contract Integrity Pact ( Annexure – H) (To be included in eligibility bid)
- l. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure – I) (To be included in eligibility bid)
- m. Format of Bank Guarantee i.e. Earnest Money Deposit (Annexure – J) (To be included in eligibility bid)
- n. Undertaking for Non-Blacklisting / Non-Debarment (Annexure – K) (To be included in eligibility bid)
- o. Undertaking to abide by all By-Laws/Rules/Regulations (Annexure – L) (To be included in eligibility bid)
- p. Undertaking for Price Validity (Annexure – M) (To be included in eligibility bid)
- q. Undertaking for No Deviations (Annexure – N) (To be included in eligibility bid)
- r. Performa of letter to be given by the Bidder participating (Annexure –O) (To be included in eligibility bid)
- s. Undertaking for Central Minimum Wages Act & Labour Laws (Annexure –P) (To be included in eligibility bid)

- t. Application Integrity Statement(Annexure –Q) (To be included in eligibility bid)
- u. Non- disclosure agreement format( Annexure- R) (To be included in eligibility bid)

**The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure – E) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid (in Technical Bid Envelope) documents for evaluation purpose. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.**

UCO BANK



### **Part –III: BID OPENING AND EVALUATION CRITERIA**

There would be Three (3) stages for evaluation process.

The Stages are:

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

#### **1. Eligibility Evaluation:**

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

#### **2. Technical Evaluation:**

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

The Technical evaluation will be done on the basis of comply chart (Annexure-1 to Annexure-9) provided by bidder and Scope of work in Part IV.

RFP technical evaluation methodology that UCO BANK would adopt is as given below:

- i. The functional and technical requirement is in the form of a table which is given as **Annexure – D** containing the required functionality features.
- ii. The bidders should provide their response to the questionnaire in the column "Response".

**Non-compliance of any point in scope of work and technical requirements as per Annexure – D will lead to rejection from the further bidding process. After technical evaluation, commercial bids of only technically qualified bidders will be opened. Masked Bill of material must be attached in Technical offer and should not contain any price information.**

#### **3. Commercial Evaluation**

The format for quoting commercial bid set out in **Annexure – E**. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.



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

- a. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Proposal, except that the Technical Proposal should not contain any price information (with Prices masked). Technical Proposal without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.
- b. The L1Bidder will be selected on the basis of the amount quoted for proposed solution quoted by them as per Annexure-E.
- c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- d. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- e. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- f. The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- g. In the event the bidder has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

#### **4. Normalization of bids**

Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that 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; Bank may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The re-submissions can be requested by Bank in the following two manners:

- Incremental bid submissions in part of the requested clarifications by Bank
- Revised submissions of the entire bid in the whole

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

## Part – IV

### Scope of Work

Bank intends to select vendor for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications.

The Selected Bidder is required to deliver the following hardware, software, Licenses and services:

- a) The bidder should supply, install, commission and maintain the hardware, Software and Licenses mentioned below. **The proposed solution should be compatible with the existing VMware, Enclosure and make & model.**

Sl. No.	Hardware/Software/ Licenses	Kolkata		Bangalore	
		No. of. Server	Specification	No. of. Server	Specification
1	Type-I Server	1	Annexure-1	7	Annexure-1
2	Type-II Server	1	Annexure-2	1	Annexure-2
3	TYPE-III Server	4	Annexure-3	1	Annexure-3
4	Type-IV Server	4	Annexure-4	3	Annexure-4
5	Type-V Server	8	Annexure-5	7	Annexure-5
6	Type-VI Server	2	Annexure-6	2	Annexure-6
7	Blade server enclosure required to accommodate servers mentioned above	1	Annexure-7	1	Annexure-7
8	42U Server Rack	1	Annexure-8	1	Annexure-8
9	Enhancing storage space to accommodate additional requirement.	1	90TB (Usable Space) Annexure-9	1	125 TB (Usable Space) Annexure-9
10	16 KVM Monitor	1	NA	1	NA
11	Application software licenses	Hyper V		Database Licenses (Oracle 12c enterprise edition, MS SQL server enterprise License. Required VMM license for additional servers to be included in cloud & Windows OS licenses for individual VMs)	

The Bank reserves the right to decrease or increase the requirements as specified in this RFP. Bank also reserves the right to place an order for additional of **up to 25% (Twenty-Five percent) on the same price within one year of award of contract** of the projected no. of quantities with the bidder/s at the agreed price, terms and conditions during the contract period. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.

Bidder should provide the complete Back-Up Solution for the proposed Infrastructure including all VM Servers, Database Servers and all Physical Servers using LTO-6 or higher Tape(Data Cartage). The backup policy will be shared with selected bidder.

**I. Hardware:**

<b>Sl. No.</b>	<b>Hardware – Description</b>	<b>Qty.*</b>	<b>Place of Delivery, Installation and commissioning</b>
<b>1</b>	<b>Type-I Server</b>	<b>8</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>2</b>	<b>Type-II Server</b>	<b>2</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>3</b>	<b>TYPE-III Server</b>	<b>5</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>4</b>	<b>Type-IV Server</b>	<b>7</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>5</b>	<b>Type-V Server</b>	<b>15</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>6</b>	<b>Type-VI Server</b>	<b>4</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>7</b>	<b>Blade server Chassis/enclosure to house Minimum 12 Half Blade Servers as per specifications given in Annexure – 7</b>	<b>2**</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>8</b>	<b>42U Server Rack as per specifications given in Annexure – 8</b>	<b>2</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>9</b>	<b>One SAN Storage of 90 TB expandable to 200TB and one SAN storage of 125 TB expandable up to 200 TB as per specifications given in Annexure – 9</b>	<b>1+1</b>	The proposed Servers will be delivered at Kolkata and Bangalore.
<b>10</b>	<b>16 KVM Monitor</b>	<b>2</b>	The proposed Servers will be delivered at Kolkata and Bangalore.

## II. Software Licenses:

Sl. No.	Software Licenses	Qty**
1	Windows Server 2016 Standard Edition down gradable to Windows Server 2012	<b>Required Numbers of Licenses for Servers (Unit Price is to be quoted in commercial)</b>
2	Windows Server Data Centre Edition	
3	RHEL 7.3 or higher versions	
4	Data Base Licenses Oracle	
5	MS SQL	
6	MY SQL	
7	POSTGRESS	
8	Microsoft system center required License (For VMM)	

**\*\* Quantity mentioned is indicative only and actual requirement may vary as per Licensing policy/Actual requirement of the Bank at the time of deployment.**

**\* Each Blade Server Chassis/Enclosure required to house minimum 12 half blade servers.**

**Note- The proposed solution should integrate with the centralized anti-virus system of the Bank. Software provided should not have any malicious code, content, etc.**

## III. Facility Management

- a) Bidder should provide Facility Management Services for Regular Maintenance, Patch Update (OS, DB, Firmware), Up-gradation (If required), Bug-fixing, DB Maintenance and Replication DC/DR Cutover, compliance to observations of VA-PT/IS Audit and other occasions as required by the Bank for proposed servers at Kolkata & Bangalore. Vender has to extend the same facility management service for the existing VM Services as well as for new set up of Bank . The specifications of our existing VM Services are given below.

VM1 setup (in cluster) in Kolkata	VM2 setup (in cluster) in Kolkata & Bangalore
Hyper-V App Servers	VMware
Oracle Database	Oracle Database
Postgress	MSSQL Database
System Centre	
MY SQL	
MSSQL Database	

In addition to above Facility Management services as specified below has to be provided for all the items supplied by the bidder as part of this RFP.

- b) The bidder shall be responsible for implementation of complete project i.e. Supply, Installation, commissioning and Maintenance of Server, installation and configuration of Operating System,(WINOWS/RHEL/UNIX/CENTOS/ETC.) Database (Oracle/ MS SQL/Postgress /MYSQL), Configuration of Server, SAN and creation of virtual machines (VMs), Backup and DB replication as per Banks' requirement.

- c) The server should come with systems management software to provide update management, configuration management, patch management and virtualization management.
- d) The bidder should provide a single console with individual virtual server management facility operation of virtual servers through same console i.e. without any need to login in individual servers for the management & operations purpose.
- e) The bidder will be responsible for creation/modification of virtual machines as per Bank's requirement.
- f) The bidder will also be responsible to maintain / support supplied hardware, software database, SAN Storage during contract period. The bidder will be responsible to attend to issues / problems reported by the Bank on priority basis within 24 hours.
- g) As on date of submission of bid, proposed hardware should not have been declared end of sale, end of support / end of life. The proposed hardware should have roadmap for end of sale minimum 2 years and end of support / end of life for minimum next 7 years.
- h) In case the proposed hardware is declared end of support within 2 years and / or end of support / end of life within 7 years after date of installation, selected bidder will be required to replace such hardware items with new one of similar or higher configuration at no additional cost to Bank.
- i) The Bidder to quote cost strictly as per the scope. Any additional cost regarding hardware and software, after awarding the contract will not be entertained by the Bank.
- j) Facility Management Service is to be provided at Bank's premises on 24x7x365 basis deployed for this purpose shall act as single point of contact with the bank for any matter pertaining to scope of work specified in the RFP.

## **Part-V**

### **1. 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. Delivery and Installation**

The Bank reserves the right to shift the ordered items to any location where bank has presence or its Technical Partners, anywhere in India, during the warranty period.

The selected bidder must undertake to GO LIVE **within 8 weeks** from the date of acceptance of the purchase order.

Supply, Installation and up-gradation should be completed within 4 weeks of delivery, in case the site is ready. If site is not ready, installation should be completed within a week of request from the concerned site upon Site Readiness confirmation by the bank

### **3. Compliance with all Applicable Laws**

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

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



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).

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

#### **4. Solicitation of employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

#### **5. Performance Bank Guarantee**

The Selected bidder, **within 15 days from the date of letter of intent** will have to furnish a Performance Bank Guarantee, format as per **Annexure – G**, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost **valid for 75 months (72 months + a claim period of 3 months) from the date of Letter Of Intent (LOI). However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank.** 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 selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document



or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

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

## **6. Warranty**

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

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

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

## **7. Payment Terms**

90% of the order value along with applicable taxes on actual basis will be paid on successful user acceptance after delivery, installation of the ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim of payment should contain proof of delivery, installation note and User Acceptance Report signed with date by an authorized official of UCO Bank at the respective sites, waybill etc.

Remaining 10% of the cost along with applicable taxes would be paid after one year from Go-live and successful operation. However, payment may also be released before one year period on submission of an additional Bank Guarantee of equal amount having the validity of 1 year.

AMC for Hardware shall be paid in quarterly arrear basis.

ATS on software item shall be paid in quarterly arrear basis.

Payment for FM services shall be paid in quarterly arrear basis.

## **8. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by DIT, Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. Also the bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site

## **9. Repeated Failure**

If, during the warranty or maintenance period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent or higher new equipment by the selected bidder at no extra cost to UCO Bank.

## **10. Uptime & Penalty**

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.

Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder

### **Penalties & Service Level Agreement**

Bank expects that the Bidder shall be bound by the Service Levels described in this document.

The Bidder shall have to enter into "Service Levels Agreement" with Bank covering all terms and conditions of this tender while providing the service support and onsite support. Once go live of application, the services should be available on 365X24x7 basis and hence any technical problem should be resolved as per the response Time Matrix given below.

SL no	Severity	Severity Description Support for Software solution	Response Time	Resolution Time
1	Severity 1	If the call is pertaining to production and there is complete disruption of services resulting in non-functioning of business/application operations. The operation is mission critical due to major disruption of business continuity.	Within 30 Min of call reported.	Within 1 Hrs. of call reported
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of call reported	Within 2 Hrs. of call reported.
3	Severity 3	Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.	Within 30 Min of call reported	Within 3 Hrs. of call reported.

Bidder is expected to response and resolve issue within prescribed time frame based on the severity description decided by bank mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 99.98% and above per month.

The SLA will be reviewed on a monthly basis. Penalties will be applicable due to downtime of software application.

The bidder shall guarantee 99.98% uptime. The Bidder shall be liable for penalties for uptime maintained below 99.98% in a month. Penalties for downtime of the application will be as per below mentioned table:

Level of Uptime Per Month	Penalty Charges
99.98% and above	No Penalty
99.00% and above but below 99.98 %	1 % of total cost of monthly payout
98.00% and above but below 99.00 %	2 % of total cost of monthly pay-out
97% and above but below 98.00 %	5 % of total cost of monthly pay-out
below 97%	10% of total cost of monthly payout

Bank will impose penalty for every instance of service un-availability Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.

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

## 11. OEM Authorization

In case the successful bidder is not ready to provide the support during the warranty period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.

## 12. Adherence of Cyber Security Policy

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take

suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.

Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

### **13. Liquidated Damage**

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

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

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

## 14. Force Majeure

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

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

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality shall survive termination of the SLA.

## 15. Contract Period:

The selected bidder need to execute a Service Level Agreement (SLA) with UCO Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of **five years** from the date of Agreement. The performance of the selected bidder shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection.

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

## 16. Service Level Agreement

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

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

## 17. 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.



## **18. Award of Contract**

The bidder who qualifies in the eligibility and technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price i.e. the lowest Total Cost of Ownership will be treated as L1 Bidder.

## **19. Order Cancellation**

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 3 (three) months' prior notice in writing to the Vendor and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The vendor commits a breach of any of the terms and conditions of the related RFP or this SLA.
- b) Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods.
- c) The selected vendor goes into liquidation, voluntarily or otherwise.
- d) The selected vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- e) An attachment is levied or continues to be levied for a period of seven days on the vendor.
- f) The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- g) Deductions on account of liquidated damages/penalty exceed more than 10% of the total work order.
- h) In case the selected vendor 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 vendor.

After award of the contract, if the selected vendor 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 vendor 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.

UCO BANK reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

## 20. Indemnity

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

- i. an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- ii. breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor,
- iii. use of the deliverables and or services provided by the Vendor,
- iv. Infringement of any patent, trademarks copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

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

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

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

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



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

The vendor shall not indemnify the Bank for

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

The selected bidder is required to furnish a separate Deed of Indemnity (Format whereof to be supplied by the Bank) in Bank's favor in this respect before or at the time of execution of Service Level Agreement.

## **21. 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.

## **22. Compliance to Labour Act**

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

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

## **23. 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.

## **24. Right to Alter Quantities**

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

## **25. Guarantees**

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

## **26. Preliminary Scrutiny**

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

## **27. Dispute Resolution Mechanism**

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

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

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

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

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

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

## **28. 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 15 days of receipt of Letter of Intent;
- 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 product from third-party suppliers, in case such product 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.

## **29. Corrupt and Fraudulent Practices**

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

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

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

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

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

The Bank reserves the right to terminate the SLA and/or declare a firm ineligible, either indefinitely or for a stated period of time, if it is found that the vendor was itself engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **30. Termination**

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

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

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice i.e. within the cure period of 30 days.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.
- Delay in completing commissioning / implementation and acceptance tests/checks beyond the specified periods
- The selected vendor goes into liquidation, voluntarily or otherwise
- The selected vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- An attachment is levied or continues to be levied for a period of seven days on the vendor
- The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed
- Deductions on account of liquidated damages/penalty exceed more than 10% of the total work order
- In case the selected vendor 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 vendor

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

the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

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

### **30.1 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.

### **30.2 Termination for Default**

UCO Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part.

### **30.3 Termination for Convenience**

The Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience.

## **31. Effect of Termination**

- a) In the event of termination of the SLA due to any cause whatsoever, [whether consequent to the expiry of stipulated terms of the Contract or otherwise], Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor vendor to take over the obligations of the erstwhile vendor in relation to the execution/continued execution of the scope of the contract.
- b) In the event that the termination of the SLA is due to the expiry of the term of the SLA, a decision not to grant any (further) extension by Bank, the vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the services(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.



- c) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the SLA that are expressly or by implication intended to come into or continue in force on or after such termination.

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

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

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

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

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

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



### **32. 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).

### **33. Compliance**

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

### **34. Adoption Of Integrity Pact**

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

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

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

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

- a) Shri S R Raman

1A-121, Kalpataru Gardens  
Near East-West Flyover  
Kandivali East, Mumbai - 400101  
E-mail:- [raman1952@gmail.com](mailto:raman1952@gmail.com)

b) Ms Vijayalakshmi R Iyer  
Flat No. – 1402, Barberry Towers,  
Nahar Amrit Shakti,  
Chandivali, Powai, Mumbai – 400072  
E-mail:- [vriyer1955@gmail.com](mailto:vriyer1955@gmail.com)

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

### **35. Non-Disclosure Agreement**

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

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

That the bidder will strictly maintain the secrecy of Bank's data

### **36. Issue Of Corrigendum**

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

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

**(Tender offer forwarding letter)**

**Tender Ref. No.: DIT/BPR&BTD/OA/5227/2018-19**

**Date: 25/02/2019**

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

Dear Sir,

**Sub: RFP for (Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications) vide RFP Ref No. DIT/BPR&BTD/OA/5227/2018-19 dated 25/02/2019**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for "Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications" mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to Supply, Installation and Maintenance of Hardware Software and Licenses for various Projects/Applications as per your purchase orders.

In the event of our selection by the Bank for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications, we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost to be valid for a period of **Six years (plus 3 years of claim period)** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement.

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

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

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

We enclose the following:

1. Tender Fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_. Vide UTR No/Txn Id \_\_\_\_\_.

2. BG No \_\_\_\_\_. for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_ as EMD.

Dated this \_\_\_\_ day of \_\_\_\_ 2019

Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_

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

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

1. Name of bidder:

2. Location

Regd. Office:

Controlling Office:

3. Constitution

4. Date of incorporation &amp; Date of Commencement of business:

5. Major change in Management in last three years:

6. Names of Banker /s:

7. Name and details (designation and Phone no.) of Authorised Signatory:

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

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

**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 organization/BFSI in India specifying the number of Banks and branches

**Details of Experience in the field of (Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications)**

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

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

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

**Manufacturer's Authorization Form (MAF)**

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

Dear Sir,

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

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

Yours Faithfully

Authorized Signatory

(Name:

Phone No.:

Fax:

E-mail :)

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



**Technical Specifications**

Proposed Hardware / Software shall be delivered at Bank's Centers as mentioned in Purchase Order.

**Requirement:**

Sl.No.	Line Item	Make/Model	Quantity***
<b>HARDWARE REQUIREMENTS</b>			
1	Type-I Server		8
2	Type-II Server		2
3	TYPE-III Server		5
4	Type-IV Server		7
5	Type-V Server		15
6	Type-VI Server		4
7	Blade Enclosure		2*
8	42U Server Rack		2
9	16 KVM Monitor		2
10	SAN Storage-1( 125 TB)		1
11	SAN Storage-2( 90 TB)		1
<b>SOFTWARE REQUIREMENTS</b>			
12	Windows Server 2016 Standard Edition down gradable to Windows Server 2012	<b>Required Numbers of Licenses for Servers</b>	
13	Windows Server Data Centre Edition		
14	RHEL 7.3 or higher versions		
15	Data Base Licenses Oracle		
16	MS SQL		
17	MY SQL		
18	POSTGRESS		
19	Microsoft system center required License (For VMM)		

\* The proposed Blade Server Chassis/Enclosure required to house minimum 12 half blade servers in each chassis/Enclosure.

**Items Required For Back Up Solution:**

Sl.No.	Items Required For Back Up Solution**	DC Site Qty	DR Site Qty	Total Qty
20	FC Switch 24 Port with necessary cables and accessories	2	2	4
21	LTO ver. 6 or higher version Tape Drive with Backup & Restoration S/W	1	1	2
22	LTO ver 6 or higher Tape	20	20	40

\*\* Bidder should provide the complete Back-Up Solution for the proposed Infrastructure including all VM Servers, Database Servers and all Physical Servers using LTO-6 or higher Tape(Data Cartage).

The backup policy will be shared with selected bidder.

\*\*\*The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.

**Specification for Blade Server Type-I**

Sl. No.	Item	Specification	Offered Specification	Complied (Y/N)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Half Height Blade/Chassis to house within <b>12</b> half Blade server		
4	CPU	Minimum <b>36 Core CPU</b> @ 2.1 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	Minimum 2 x 2 TB/SAS Drive		
8	Controller	Integrated SAS RAID Controller		
9	Raid Support	<b>Raid 1, 0, 1+0,5,6</b>		
10	Cache	Minimum 24 MB L3 Cache or higher		
11	RAM	Minimum <b>256 GB</b> (1600 MHz or higher) <b>DDR4</b> Should be upgradable up to 1TB		
13	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
14	Remote Management	<p>Should be possible to manage the servers and get access to critical information about the health of the server from any remote location with just the help of a standard Web browser (Internet Explorer).</p> <p>Remote management should support remote power on/off of the server and should have the capability to boot the blade server from a remote floppy or CDROM drive or An image of the same.</p> <p>Should be possible to remotely manage each blade server individually.</p> <p>Should support access rights for administrators for each blade server individually.</p> <p>Should be able to manage multiple blades in the same enclosure at the same time.</p> <p>Server management software should be of the same brand as the supplier.</p>		
15	Security	Power-on password, administrator		

		password.		
16	OS Support	Windows Server 2016(Data Center Edition) downgradable to lower versions, Windows Server 2012 or higher (Standard Edition), RHEL 7.3 or higher, Cent OS, HP Unix, Unix etc.		
17	Virtualization Support	VMware ESX/ESXi, Microsoft Hyper-V, Red Hat, etc.		
17	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
18	Certification and industry standards compliant	1. The offered model to be listed in <a href="http://tpc.org">tpc.org</a> or <a href="http://spec.org">spec.org</a>		
		2. Certified for Microsoft Windows		
		3. The offered server model should certified for at-least two of the following three certificates (UL, FCC, ROHS)		
19	Power Supply	Redundant Power Supply with necessary power cables/cords		
20	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
21	Warranty	3 year onsite warranty with 2 Years AMC with 99.98% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document		
22	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		
* Any line item mentioned above, if not compiled, will entail rejection of the bid.				

## Specification for Blade Servers-Type-II

Sl. No.	Item	Specification	Offered Specification	Complied (Y/N)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Full Height Blade/Chassis to house at least <b>12 half Blade servers</b>		
4	CPU	Minimum <b>72 Core CPU</b> @ 2.1 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	Minimum 4 x 2 TB/SAS Drive		
8	Controller	Integrated SAS RAID Controller		
9	Raid	<b>Raid 1, 0, 1+0, 5,6</b>		
10	Cache	<b>24 MB L3 Cache</b> or higher		
11	RAM	Minimum <b>512 GB</b> (1600 MHz or higher) <b>DDR4</b> Should be upgradable up to 1 TB		
12	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
13	Remote Management	<p>Should be possible to manage the servers and get access to critical information about the health of the server from any remote location with just the help of a standard Web browser (Internet Explorer).</p> <p>Remote management should support remote power on/off of the server and should have the capability to boot the blade server from a remote floppy or CDROM drive or An image of the same.</p> <p>Should be possible to remotely manage each blade server individually.</p> <p>Should support access rights for administrators for each blade server individually.</p> <p>Should be able to manage multiple blades in the same enclosure at the same time.</p> <p>Server management software should be of the same brand as the supplier.</p>		
14	Security	Power-on password, administrator		

		password.		
15	OS Support	Windows Server 2016 Data Center Edition (down gradable), Windows Server 2012 or higher (Standard Edition), RHEL 7.3 or higher, Cent OS, HP Unix, Unix etc.		
16	Virtualization Support	VMware ESX/ESXi, Microsoft Hyper-V, Red Hat, etc.		
16	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
17	Power Supply	Redundant Power Supply with necessary power cables/cords		
18	Certification and industry standards compliant	1. The offered model to be listed in <a href="http://tpc.org">tpc.org</a> or <a href="http://spec.org">spec.org</a>		
		2. Certified for Microsoft Windows		
		3. The offered server model should certified for at-least two of the following three certificates (UL, FCC, ROHS)		
19	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
20	Warranty	3 year onsite warranty with 2 Years AMC with 99.98% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document		
21	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		

**\* Any line item given above, if not compiled, will entail rejection of the bid.**

## Specification for Server-Type-III

Sl. No.	Item	Specification for Servers-Type-III	Offered Specification	Complied (Y)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Maximum 4U Rack form factor with sliding rails to fit into industry standard 19" Server Rack		
4	CPU	Minimum Single <b>Intel Xeon Octa Core</b> CPU @ Minimum 3.0 GHz		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	Minimum 4 x 1.2 TB/SAS Drive		
8	Controller	Integrated SAS RAID Controller with support for RAID 1		
9	Raid	<b>Raid 1,1+0,0,5,6</b>		
10	Cache	Minimum 24 MB L3 Cache or higher		
11	USB PORT	<b>5 USB 2.0 ports(2 each on rear and front,1internal),1Serial,keyboard,mouse,graphics(DB-15)</b>		
12	Cooling Fans	Redundant hot swap and redundant cooling fans		
13	DVD-ROM	<b>UltraSlim Enhanced SATA Multi-Burner DVD Writer (Internal/External)</b>		
14	RAM	<b>64 GB</b> (1600 MHz or Higher ) DDR4 Should be upgradable upto 512 GB		
15	Bus Slots	Minimum of 2 PCI expansions/Mezzanine 09 Bus Slots expansions.		
		Bus slots should support for Dual/Quad Gigabit, Dual 10Gbps and Dual port 4x QDR Infini band options for increased bandwidth and additional network port requirements.		
16	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
17	Security	Power-on password, administrator		

		password.		
18	OS Support	Windows Server 2016 Data Center Edition (down gradable), Windows Server 2012 or higher (Standard Edition),RHEL 7.3 or higher, Cent OS, HP Unix, Unix etc.		
19	EXPANSION SLOTS	Minimum 4 nos of PCI express slots, out of which two ports to be kept free and 2 for HBA cards.		
21	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
21	Certification and industry standards compliant	1. The offered model to be listed in <a href="http://tpc.org">tpc.org</a> or <a href="http://spec.org">spec.org</a>		
		2. Certified for Microsoft Windows		
		3. The offered server model should certified for at-least two of the following three certificates (UL, FCC, ROHS)		
22	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords		
23	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
24	Warranty	3 year onsite warranty with 2 Years AMC with 99.98% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document.		
26	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		
27	HBA's 2x8 Gbps Fibre HB card (Multipathing and load sharing)			
* Any line item given above, if not complied, will entail rejection of the bid.				



## Specification for Server-Type-IV

Sl. No.	Item	Specification for Servers-Type-IV	Offered Specification	Complied (Y)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Maximum 4U Rack form factor with sliding rails to fit into industry standard 19" Server Rack		
4	CPU	Minimum <b>2X Intel Xeon Octa Core</b> CPU @ Minimum 3.0 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	Minimum 4 x 1.2 TB/SAS Drive		
8	Controller	Integrated SAS RAID Controller with support for RAID 1		
9	Raid	<b>Raid 1, 0, 1+0, 5,6</b>		
10	Cache	Minimum 25 MB L3 Cache or higher		
11	USB PORT	<b>5 USB 2.0 ports(2 each on rear and front,1internal),1Serial,keyboard,mouse,graphics(DB-15)</b>		
12	Cooling Fans	Redundant hot swap and redundant cooling fans		
13	DVD-ROM	<b>UltraSlim Enhanced SATA Multi-Burner DVD Writer (Internal/External)</b>		
14	RAM	Minimum <b>64GB</b> (1600 MHz or Higher ) DDR4 Should be upgradable upto 512GB		
15	Bus Slots	Minimum of 2 PCI expansions/ Mezzanine 09 Bus Slots expansions.		
		Bus slots should support for Dual/Quad Gigabit, Dual 10Gbps and Dual port 4x QDR Infini band options for increased bandwidth and additional network port requirements.		
16	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
17	Security	Power-on password, administrator		

		password.		
18	OS Support	Windows Server 2016 Data Center Edition (down gradable), Windows Server 2012 or higher (Standard Edition),RHEL 7.3 or higher, Cent OS, HP Unix, Unix etc.		
19	EXPANSION SLOTS	Minimum 4 no.s of PCI express slots, out of which two ports to be kept free and 2 for HBA cards.		
21	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
21	Certification and industry standards compliant	1. The offered model to be listed in <a href="http://tpc.org">tpc.org</a> or <a href="http://spec.org">spec.org</a>		
		2. Certified for Microsoft Windows		
		3. The offered server model should certified for at-least two of the following three certificates (UL, FCC, ROHS)		
22	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords		
23	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
24	Warranty	3 year onsite warranty with 2 Years AMC with 99.98% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document.		
25	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		
26	HBA's 2x8 Gbps Fibre HBA card (Multipathing and load sharing)			
* Any line item given above, if not complied, will entail rejection of the bid.				

## Specification for Server-Type-V

Sl. No	Item	Specification for Servers-Type-V	Offered Specification	Complied (Y)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Maximum 4U Rack form factor with sliding rails to fit into industry standard 19" Server Rack		
4	CPU	Minimum <b>Intel Xeon Octa Core</b> CPU @ Minimum 3.0 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	Minimum 4 x 1.2 TB/SAS Drive		
8	Controller	Integrated SAS RAID Controller with support for RAID 1		
9	Raid	<b>Raid 1, 0, 1+0, 5,6</b>		
10	Cache	Minimum 25 MB L3 Cache or higher		
11	USB PORT	<b>5 USB 2.0 ports(2 each on rear and front,1internal),1Serial,keyboard,mouse,graphics(DB-15)</b>		
12	Cooling Fans	Redundant hot swap and redundant cooling fans		
13	DVD-ROM	<b>UltraSlim Enhanced SATA Multi-Burner DVD Writer (Internal/External)</b>		
14	RAM	Minimum <b>32GB</b> (1600 MHz or Higher ) DDR4 Should be upgradable upto 512GB		
15	Bus Slots	Minimum of 2 PCI expansions/ Mezzanine 09 Bus Slots expansions.  Bus slots should support for Dual/Quad Gigabit, Dual 10Gbps and Dual port 4x QDR Infini band options for increased bandwidth and additional network port requirements.		
16	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		

17	Security	Power-on password, administrator password.		
18	OS Support	Windows Server 2016 Data Center Edition (down gradable), Windows Server 2012 or higher (Standard Edition), RHEL 7.3 or higher, Cent OS, HP Unix, Unix etc.		
19	EXPANSION SLOTS	Minimum 4 nos of PCI express slots, out of which two ports to be kept free and 2 for HBA cards.		
21	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
21	Certification and industry standards compliant	1. The offered model to be listed in <a href="http://tpc.org">tpc.org</a> or <a href="http://spec.org">spec.org</a>		
		2. Certified for Microsoft Windows		
		3. The offered server model should be certified for at-least two of the following three certificates (UL, FCC, ROHS)		
22	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords		
23	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
24	Warranty	3 year onsite warranty with 2 Years AMC with 99.98% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document.		
25	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		
26	HBA's 2x8 Gbps Fibre HBA card (Multipathing and load sharing)			

**\* Any line item given above, if not complied, will entail rejection of the bid.**

## Specification for Server-Type-VI

Sl. No	Item	Specification for Servers-Type-VI	Offered Specification	Complied (Y)
1	Make	Bidder to specify		
2	Model	Bidder to specify		
3	Form Factor	Maximum 4U Rack form factor with sliding rails to fit into industry standard 19" Server Rack		
4	CPU	Minimum <b>36 Core CPU</b> @ 2.1 GHz or higher		
5	Chipset	Latest Intel chipset supporting above processor		
6	Motherboard	OEM make Server class motherboard		
7	Disk Drives	Minimum 4 x 1.2 TB/SAS Drive		
8	Controller	Integrated SAS RAID Controller with support for RAID 1		
9	Raid	<b>Raid 1, 0, 1+0, 5,6</b>		
10	Cache	Minimum 24 MB L3 Cache or higher		
11	USB PORT	<b>5 USB 2.0 ports(2 each on rear and front,1internal),1Serial,keyboard,mouse,graphics(DB-15)</b>		
12	Cooling Fans	Redundant hot swap and redundant cooling fans		
13	DVD-ROM	<b>UltraSlim Enhanced SATA Multi-Burner DVD Writer (Internal/External)</b>		
14	RAM	Minimum <b>256GB</b> (1600 MHz or Higher ) DDR4 Should be upgradable upto 512GB		
15	Bus Slots	Minimum of 2 PCI expansions/ Mezzanine 09 Bus Slots expansions.  Bus slots should support for Dual/Quad Gigabit, Dual 10Gbps and Dual port 4x QDR Infini band options for increased bandwidth and additional network port requirements.		
16	Diagnostics	Pre Failure Notification for all active and important components like processors, Memory, Hard drives, etc. and automatic calls logging.		
17	Security	Power-on password, administrator		

		password.		
18	OS Support	Windows Server 2016 Data Center Edition (down gradable), Windows Server 2012 or higher (Standard Edition), RHEL 7.3 or higher, Cent OS, HP Unix, Unix etc.		
19	EXPANSION SLOTS	Minimum 4 nos of PCI express slots, out of which two ports to be kept free and 2 for HBA cards.		
21	Systems Management and Diagnostics	Standard management features by Server OEM only. Vendor should provide unified management suite that can monitor and manage all the servers deployed by vendor at delivery site using a single console. The server should come with systems management software to provide update management, configuration management, patch management and virtualization management. The software should be able to Cap data based on the report.		
21	Certification and industry standards compliant	1. The offered model to be listed in <a href="http://tpc.org">tpc.org</a> or <a href="http://spec.org">spec.org</a>		
		2. Certified for Microsoft Windows		
		3. The offered server model should be certified for at-least two of the following three certificates (UL, FCC, ROHS)		
22	POWER SUPPLY	Redundant Power Supply with necessary power cables/cords		
23	Delivery	All the necessary tools & tackles licenses, cables / connectors for Ethernet / Fibre / USB / Power etc. required for making the system operational shall be provided by the bidder.		
24	Warranty	3 year onsite warranty with 2 Years AMC with 99.98% uptime calculated on quarterly basis. Offered server should carry direct warranty from OEM (24 x 7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document.		
25	Industrial Standard Compliance	ACPI 2.0 Compliant, PCI 2.0 or higher Compliant, WOL Support, MS Logo Certification, USB 2.0 Support.		
26	HBA's 2x8 Gbps Fibre HBA card (Multipathing and load sharing)			

**\* Any line item given above, if not complied, will entail rejection of the bid.**

## Specification for Blade Server Chassis/Enclosure

Sl. No.	Features	Specification Required	Offered Specification	Complied (Y)
1	Form Factor	Full Height Chassis to house at least <b>12 half blade Compute Nodes</b>		
2	IO Modules	<ul style="list-style-type: none"> <li>The chassis must have Server side FCoE connectivity in case bidder is quoting Converged Network Adapter on to the blade server.</li> <li>The chassis must have Server side 10 Gig Ethernet connectivity and 8 Gig Fiber Channel connectivity in redundancy in case bidder is quoting separate 10 G Ethernet NIC and 8 Gig FC HBA on to the blade server.</li> <li>The vendor needs to provide additional / external Network (10 Gig) and FC Fabric switches (8 Gig), in case they are proposing Pass-Thru modules in the solution.</li> </ul> <p>In case direct FC connectivity is not supported on the Chassis or enclosure, 24 port SAN switches should be provided separately.</p> <p>Bidder should integrate the network connectivity for blade servers with Bank's existing core switch 'CISCO catalyst 4506 series' having SFP 10 G LRM module.</p>		
3	Midplane	Chassis should have a highly reliable passive mid plane for providing connectivity of the shared resources to the compute nodes in a highly reliable manner.		
4	Power Modules	The enclosure should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater than 1.		
5	Chassis Management	Solution Should provide management capabilities to manage controlling		



	Module	Power, Fan management, Chassis and compute node initialization, Switch management, Resource discovery and inventory management, Resource alerts and monitoring management, Chassis and compute node power management and diagnostics for elements including Chassis, I/O options and compute nodes.		
6	Support for Multiple Platform	Should provide support for multiple platforms in x86 servers within the same enclosure. <b>The hardware should be used as virtual machine having multiple OS platform for various applications.</b>		
7	Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics		
8	Warranty	<b>3 years</b> comprehensive warranty with 24x7 Support		
9	Alerts	The server should be able to alert impending failures on maximum number of components. The components covered under alerting mechanism should at least include Server components, Storage components, Switch components and Chassis components. It should also be able to provide "Call Home" type of alert.		
10	Integrated Management User Interface	The proposed solution should have an Integrated management where integration of Servers, Storage, Networking and other available hardware resources in the solution are managed using a common GUI. <b>If any solution is required, the same has to be provided by the bidder As per Banks Requirement.</b>		

**\* Any line item given above, if not complied, will entail rejection of the bid.**

**Specifications for 42 u Rack**

SI No.	42U Server Rack should compatible with the Server and storage Models	Offered Specification	Complied (Y)
1	Make		
2	Model		
3	Usable Space		
4	Floor Standing With Caster and Breaks		
5	Back Power Coated		
5	Stationary Self/Tray For Monitor		
7	Made of Aluminum Extruded Frame Structure		
8	19" Keyboard On Slides		
9	Front Glass and Rear Net Doors		
10	Side Panel With Latches		
11	Fan Mounted On Top With 4 Or More Fans		
12	Ventilated Top Cover		
13	8 Port KVM Switch with Foldable 17" TFT LCD monitor + 104 Keys Window Keyboard+ Touchpad		
14	KVM Cables 1.8 mtrs 6 Nos 3mtrs-2nos		
15	Vertical and Horizontal Cable Manager		
16	Power Strip (Both Indian & USA Standard type of socket)		
17	AC Mains 12 Point Vertical		
18	Front Panel Mounting Hardware		

### Specification for SAN (Storage Area Network)

Sl. No.	Item	Specifications	Offered Specification	Complied (Y)
1	Storage System (Rack mountable storage system)	Fiber Channel External Storage System with two RAID Controllers. Each Raid array controller should support Raid levels 0, 1, 5 and 1+0 implementations. Storage should have high availability feature with no single point of failure. Storage should have minimum 60 Gbps front end throughput and minimum 8 no. of FC front end ports. Storage should be supplied with all required licenses to connect at least 10 no: of servers as well OS such as Red Hat Enterprise Linux 6.x or higher, Windows server 2012 (both standard and datacenter editions) or higher. The usable capacity of SAN. Storage-1:Usable storage space of 125 TB having Raid 1+0 To be Placed at BDC. Storage-2.Usable Space of 90 TB having Raid 1+0 to be place at KDC.		
2	Raid Support	1. Offered Storage Subsystem shall support Raid 0, 1, 1+0, 5 and Raid 6. Must support inter-mixing different RAID groups with one storage system. Different type of RAID levels should co-exist within the same array simultaneously to match different protection requirements of Data.		
3	Cache Memory	1. Offered Storage Array shall be given with <b>Minimum of 128GB</b> usable cache <b>across dual controller</b> . 2. Shall have dynamic management of Cache block size. Cache should be mirrored between the Active-Active controllers (load balancing). The paths should be redundant (at least 2 paths) to prevent disruption if one path fails. Must support either Cache battery backup for a minimum of 72 hours or fully automatic de-stage of cache to disks or it should be non-volatile DIMM (NVDIMM) during power failure to		

		prevent possible data loss. 3. Cache shall not have any overhead for the operating system.		
4	Bays	Offered storage should support SAS hot swappable hard disk bays to accommodate above no. of hard disks and upgradable to 100 HDDs supporting 1 TB or higher hot swappable hard disk drives at 15K or higher. Offered storage shall have minimum of 8 host ports for connectivity to servers.		
5	Hard disk drives	The storage array shall be offered with 1 TB with, 15K, hot swappable hard disk drives, the Storage should support SAS based SSD Drive, mix and match of different type of spindles should be supported behind the same pair of controllers. The Storage Shall be scalable to minimum 200 TB.		
6	Power supply	n +1 redundant hot swap power supply units		
7	Fans	n +1 redundant hot swap fans		
8	Management Software	Storage Array Configuration management and Performance Management Software should be provided. <b>(Storage Management Solution should also provide Historic Reports.)</b>		
9	Operating System (supporting)	1.The SAN should be accessible from servers having Windows Server 2012 or higher Edition, both 64 bit & 32 bit, Linux, RHEL, Cent OS, Unix etc. 2. Offered Storage Shall support all above operating systems in Clustering.		
10	No Single Point of Failure	Offered Storage Array shall be configurable in a No Single Point of failure configuration including Array Controller card, Cache memory, FAN, Power supply etc.		
11	Data Protection	<b>1. In case of Power failure, Storage array shall be able to hold data in the cache for at-least 72 hours of time or shall support de-staging to disk drives. Bidder shall ensure that in case of de-staging, dual redundant Standby power supplies are configured.</b> <b>2. For optimal data protection, storage shall</b>		

		support distribution of metadata on more than one drive shelf. (i.e., For optimal data protection, storage should have full protection of metadata.)		
		3. Storage should have Thin provisioning, snapshots, clone, Auto Tearing & Replication.		
12	Maintenance	Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives		
13	Fiber Channel Switches with necessary cables (2 numbers)	Minimum of 8 x 8-Gbit ports per trunk, Minimum 16 ports scalable up to 24 ports. Each port should be 8 Gbps with auto sensing support for 4 Gbps. must have in-built diagnostics, power on self-test, command level diagnostics, online and offline diagnostics capabilities, support online- firmware upgrades, must have redundant Control Units, Power supply, Fan Assembly and all the components shall be Hot Swappable, etc.		
14	On-line RAID Group Expansion	The storage array must support RAID 0, 1, 5, 6, 1+0 levels with online expansion of RAID Group/Disk Group. Must support online expansion of volumes. Must be able to add additional disks on the fly to expand the RAID group capacity.		
15	Snapshot and Full Copy/Clone Functionality	The array should support controller-based functionality for pointer based snap copies as well as full physical copies.		
16	Mirroring / Replication	i) The storage array should support both Sync and <b>Async mode</b> data replication at the storage controller level.		
		ii) The storage array must have the capability to do array based remote replication using FCIP or IP technology.		
17	Data in Place upgrade	The proposed storage must support seamless data-in-place upgrade of existing storage controllers without having to change the disk subsystem.		
18	Storage Management	Storage Management Software should be provided with simple to use Browser based		

		interface and CLI		
19	Data Compression	Storage array should support both <b>Compression and de-duplication for SAN Data.</b>  <b>The Storage specifications will be limited up to SAN only.</b>		
20	Software / Firmware	Should Support online firmware upgrade of firmware, etc. without a need for downtime.		
21	Online LUN migration for flexibility of redeployment	The array should support online LUN migration (transparent movement of volumes within the array). The functionality should allow cross RAID migration and cross spindle migration (e.g. 600GB SAS to NL-SAS etc.)		
22	Warranty	<b>3 years</b> comprehensive warranty with 24x7 Support		
23	Virtualization Integration	i) The Storage should be fully certified for all supported protocols to virtualized application environments. ii) The storage solution should be capable of providing multi-pathing software with failover and load-balancing functionality for the virtualised OS.		

**\* Any line item given above, if not complied, will entail rejection of the bid.**

Commercial Bid(Amount in Rs.)

Sl. No.	Item Description	Make and Model	Qty (x)	Unit Price (Y)	GST%	GST Amount	Total Unit Price Z=(X*Y)
	(1)		(2)	(3)	(4)	(5)	(6)
<b><u>A.HARDWARE</u></b>							
1	Type-I Server		8				
2	Type-II Server		2				
3	TYPE-III Server		5				
4	Type-IV Server		7				
5	Type-V Server		15				
6	Type-VI Server		4				
7	Blade Enclosure		2				
8	42U Server Rack		2				
9	16 KVM Monitor		2				
10	San Storage-1 (125 TB usable capacity using 1 TB or higher SAS Drives of 15K or higher speed)		1				
11	San Storage-2 (90 TB usable capacity using 1 TB or higher SAS Drives of 15K or higher speed)		1				
<b>SUB TOTAL (A)</b>							



<b><u>B.SOFTWARE LICENSE</u></b>							
12.	Windows Server 2016 Standard Edition down gradable to Windows Server 2012		1				
13.	Windows Server Data Centre Edition		1				
14.	RHEL 7.3 or higher versions		1				
15.	Data Base Licenses Oracle		1				
16.	MS SQL		1				
17	MY SQL		1				
18	Postgress		1				
19.	Microsoft system centre required License (For VMM)		1				
<b><i>SUB TOTAL (B)</i></b>							

Note: (i) Unit price of licenses is to be quoted.

(ii) Bank will decide the actual quantity based on requirement.

<b><u>C. Back-Up Solution*</u></b>							
20.	FC Switch 24 Port with necessary cables and accessories		4				
21.	LTO ver. 6 or higher version Tape Drive** with Backup & Restoration S/W		2(1+1)				
22.	LTO ver 6 or higher Tape		40				
<b><i>SUB TOTAL (C)</i></b>							

	<b><u>D.AMC</u></b>					
23.	4 <sup>th</sup> Year AMC on Hardware Items					
24.	5 <sup>th</sup> Year AMC on Hardware Items					
	<b>SUB TOTAL (D)</b>					
	<b><u>E.ATS</u></b>					
25.	4 <sup>th</sup> Year ATS on Software Items					
26.	5 <sup>th</sup> Year ATS on Software Items					
	<b>SUB TOTAL (E)</b>					
	<b><u>F.IMPLEMENTATION COST</u></b>					
27.	One Time Implementation Cost(For DR Set up of VM Environment)					
	<b>SUB TOTAL (F)</b>					
	<b><u>G.FACILITY MANAGEMENT</u></b>					
28.	Facility Management Cost 1 <sup>st</sup> year					
	Facility Management Cost 2 <sup>nd</sup> year					
	Facility Management Cost 3 <sup>rd</sup> year					
	Facility Management Cost 4 <sup>th</sup> year					
	Facility Management Cost 5 <sup>th</sup> year					
	<b>SUB TOTAL (G)</b>					
	<b><u>H.Others</u></b>					
29.	Any other item required for the above implementation, please specify					
	<b>SUB TOTAL (H)</b>					
Total Cost of Ownership [A+B+C+D+E+F+G+H] (in figures)						
Total Cost of Ownership [A+B+C+D+E+F+G+H] (in words)						

\*Backup Solution should integrate with existing and new proposed VM infrastructure.

\*\*should have minimum capacity of mounting 8 Tapes at a time.

**Note:**

- a. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- b. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
- c. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- d. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- e. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- f. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- g. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- h. In case of any discrepancy between figures and words, the amount in words shall prevail.
  - i. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- j. All prices should be quoted in (INR) only.
- k. The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.

**I. The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.**

**Place:** **Signature of Bidder:** \_\_\_\_\_

**Date:** **Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Eligibility Criteria Compliance**

Sl. No	Eligibility Criteria	(Proof of documents required / must be submitted)	Compliance (Y/N)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & commencement of Business (whichever is applicable) should be submitted. The Certificate of Incorporation issued by Registrar of Companies along with the copies of <b>Memorandum and Articles of Association</b> are required to be submitted along with the eligibility bid.	
2	The Bidder should have <b>minimum annual turnover of Rs. 50 Crores per year, during the last three financial years</b> (i.e.2015-16, 2016-17 & 2017-18).	Copy of audited balance sheet of the financial year's i.e. 2015-16, 2016-17 & 2017-18 should be submitted.	
3	The Bidder should have <b>net profit (PAT) in any two of the last three financial years.</b> (i.e. 2015-16, 2016-17 & 2017-18)	Copy of audited balance sheet of the financial year's i.e. 2015-16, 2016-17 & 2017-18 should be submitted. Certificate from Chartered Accountant stating Turnover and Profit/Loss for last three financial year's i.e. 2015-16, 2016-17 & 2017-18 should be submitted.	
4	The bidder should be either Original Equipment Manufacturer (OEM) of Hardware or their authorized representative in India whose product they are proposing.	An authorization letter from OEM (MAF) to this effect should be furnished as per Annexure-C. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.	

5	<p>The bidder should have <b>supplied, installed, commissioned and maintained at least 10 Blade Servers and 10 Rack Mounted Servers with chassis/Enclosures in any PSU in India by them in Last three financial year.</b></p> <p>The bidder should supply the server / enclosure / SAN Storage and should support their services.</p>	Copy of purchase order and reference letters/ Certificates to be enclosed containing contact details of the signing authority of the masked purchase order / authorization letter.	
6	<p>Similar product offered of OEM should be installed and run in at least one PSU in India for at least One year.</p>	Copy of purchase order along with Satisfactory Client Certificate is to be submitted.	
7	<p>The bidder should be a <b>Certified OPN Gold / Platinum / Silver Partner of Oracle</b> and have prior experience of executing similar orders in at least one PSU. The bidder should be duly authorized by Oracle to supply Oracle products.</p>	A copy of the necessary Certification along with experience certificate / copy of Masked Purchase Order (s) along with reference letter having executed the similar orders to be enclosed with the bid documents.	
8	<p>The bidder should be a <b>Certified Gold / Platinum / Silver Partner of Microsoft</b> and have prior experience of executing similar orders in at least one PSU. The bidder should be duly authorized by Microsoft to supply Microsoft products.</p>	A copy of the necessary Certification along with experience certificate / copy of Masked Purchase Order (s) along with reference letter having executed the similar orders to be enclosed with the bid documents.	
9	<p>The bidder should have experience in implementation / installation of <b>Microsoft OS &amp; System center database</b> with cluster implementation, storage/volume replication/database replication between DC &amp; DR and SAN Storage, creation of Virtual Machines and its maintenance in at least one PSU in India.</p>	Copy of masked purchase order and reference letter of the organization evidencing the experience required as per clause.	

10	The bidder / OEM should have service centers with engineers having experience in Servers / Storage/VM Maintenance for providing support at Bank's location. (Preferably at Kolkata and Bangalore.)	Self – Undertaking regarding Detailed list of authorized service centers at the said delivery locations should be provided.	
11	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on the company's letter head should be submitted as per format given as Annexure-K.	



**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 "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

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

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

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.



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

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

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

7. We ..... [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

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]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank.

Authorized Official.

NOTE:

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



**PRE CONTRACT INTEGRITY PACT**

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

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

And

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

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

**3. Preamble**



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

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

**4. Commitments of the Buyer**

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide

to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

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

## **5. Commitments of the Bidder(s) /Seller(s):**

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

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

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

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

## **5.4 Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or

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



## **6. Previous Transgression**

- 6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.
- 6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **7. Company Code of Conduct**

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

## **8. Sanctions for Violation**

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

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

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

## **9. Compensation for Damages**

- 9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or 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 PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price 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.

## **11. Independent External Monitor(s)**

- 11.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 11.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 11.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.



- 11.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7** The word "Monitor" would include both singular and plural.

## **12. Law and Place of Jurisdiction**

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

## **13. Other Legal Actions**

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

## **14. Integrity Pact Duration.**

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

## **15 Other Provisions**

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



18. The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Seller/Bidder) and at \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

**BUYER**

**BIDDER /SELLER**

Signature:  
Authorized Signatory  
UCO Bank  
Department of IT

Signature:  
Authorized Signatory

Place:  
Date:

Witness:  
  
(Name & Address)

Witness:  
  
(Name & Address)



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

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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



**Format of Bank Guarantee (EMD)**

**To**

**The Deputy General Manager**

**DIT, BPR & BTD**

**UCO Bank, Head Office**

**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 Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications.

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. 20 Lacs (Rupees Twenty 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 Twenty 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.20.00Lacs only (Rupees Twenty Lacs Only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_day of \_\_\_\_\_at \_\_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

**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.

**(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)**



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

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

Dear Sir(s),

**Sub: Request for Proposal (RFP) for “Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications” vide “RFP Ref No: DIT/BPR&BTD/OA/5227/2018-19 Dated 25/02/2019”**

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

1.

2.

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

**Undertaking to abide by all By-Laws / Rules / Regulations**

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

**To**  
**The Deputy General Manager**  
**DIT, BPR & BTD**  
**UCO Bank, Head Office**  
**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 for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications with RFP REF NO: DIT/BPR & BTD/OA/5227/2018-19 Date: 25/02/2019** 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 Authorized Signatory (s)]**

**Undertaking by the bidder**

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

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of Hardware, Software and Licenses  
for various Projects/Applications) vide (RFP Ref. No DIT/BPR & BTD/OA/5227/2018-  
19 Date: 25/02/2019)**

We submit our Bid Document herewith.

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

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

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:



**Undertaking Letter to the Bank on the Vendor's Letterhead**

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

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of Hardware, Software and Licenses  
for various Projects/Applications) vide (RFP Ref. No DIT/BPR & BTD/OA/5227/2018-  
19 Date: 25/02/2019)**

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:

**Performa of letter to be given by the Bidder participating in the Bank Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications) RFP on their official letterheads.**

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

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications vide (RFP Ref. No DIT/BPR & BTD/OA/5227/2018-19 Date: 25/02/2019)**

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:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on the basis of performance. All the Annexures with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes

Yours faithfully,

Authorized Signatory:

Designation:

Bidder's corporate name:

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

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

Dear Sir,

**Sub: RFP for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications) vide (RFP Ref. No DIT/BPR & BTD/OA/5227/2018-19 Date: 25/02/2019)**

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:

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

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Application Integrity Statement**

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

We undertake, that application supplied for Supply, Installation & Maintenance of Hardware, Software and Licenses for various Projects/Applications and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:



**NON-DISCLOSURE AGREEMENT**

**(To be stamped in accordance with the stamp act)**

This Non-Disclosure Agreement is entered into on this ....day of ....., 2019

**BETWEEN**

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

**AND**

.....  
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

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

**WHEREAS** the Vendor/Receiving Party is *inter alia* engaged for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications as per the terms and conditions specified in the RFP Ref. No **UCO/DIT/5227/2018-19 dated 25/02/2019**. The Vendor/Receiving Party would be the single point of contact for this project.

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

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications to the Bank.

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

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

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

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

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

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

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

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

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

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

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

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

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

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

**8. Breach:** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other



legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

## **9. Arbitration and Equitable Relief**

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

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

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

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

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

**10. Term:** This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).



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

## **12. General Provisions**

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

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

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

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

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

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

**(g)** Two original sets of Non Disclosure Agreement are executed and retained by either parties, Bank and \_\_\_\_\_ (the selected bidder)

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

**For and on behalf of**

.....

**For and on behalf of**

.....

***(The selected bidder)***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



### Compliance Chart

Compliance chart for submitting RFP **Supply, Installation and Maintenance of Hardware, Software and Licenses for various Projects/Applications.**

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1.	Are Eligibility, Technical & Commercial bid submitted under separate sealed envelopes?		
2.	Is the Technical bid made in conformity with technical bid template as per Annexure D?		
3.	Are the Technical & Commercial Bids organized properly?		
4.	Are all the pages numbered properly and signed and stamped.		
5.	Is the Commercial bid made in conformity with Commercial template as Annexure E ?		
6.	Are the softcopies of the response of Technical, and Commercial Bid submitted?		
7.	Are your solution complied with all Scope of work.		
8.	Is Tender Fee Submitted?		
9.	Is EMD submitted?		
10.	Is Pre-Contract Integrity Pact Submitted?		
11.	Is 'General Details Of Bidder Submitted'?		
12.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		
13.	Is 'Board Resolution' submitted?		
14.	Is the 'Manufacturer Authorization Form' submitted?		
15.	Compliance of Annexure 1 to 9 is submitted with Technical Bid?		
16.	Whether <b>Masked Commercial Bid</b> is submitted in Technical offer document?		
17.	Whether Eligibility Criteria Compliance Submitted?		
18.	Are document in support of all eligibility criteria submitted?		
19.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
20.	Whether Undertaking for Non-Blacklisting /		

	Non-Debarment submitted?		
21.	Whether Undertaking to abide by all By-Laws /Rules/Regulations submitted?(On-Non Judicial Stamp)		

For.....

(Signature and seal of authorized person)

Place:

Date:

