

Request for Proposal (RFP)

for

Supply, Implementation , Integration and Maintenance of
Centralized Antivirus & Client Automation Solution



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

RFP REF NO: UCO/DIT/Antivirus/ 1491/2010
Due Date: 30/11/2010

Cost of the RFP document:- ₹ 10,000/- (Rupees Ten Thousand only)

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

This document is prepared by UCO Bank for its Centralized Antivirus & Client Automation Solution requirement. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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



OBJECTIVES

Bank invites Tender from Manufacturers and/or Authorized Integrators of Centralized Antivirus & Client Automation Solution with proven capabilities and experienced in supply, installation, commissioning, maintenance and Client Automation on Enterprise Wide Area Network (WAN). The scope of the work would cover supply, installation, commissioning, maintenance and Client Automation Antivirus Solution on existing Bank's Enterprise Wide Area Network (WAN). Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need, respond.

Bank is looking for an experienced system integrator with proven capability in supply, installation, commissioning and maintenance of Centralized Antivirus & Client Automation Solution on Enterprise Wide Area Network (WAN) connected with Centralized Antivirus & Client Automation Server.



CONTENTS

<u>PART -I</u>	<u>7</u>
<u>1. INVITATION FOR TENDER BIDS.....</u>	<u>7</u>
<u>2. SUBMISSION OF BIDS: GENERAL TERMS AND CONDITION.....</u>	<u>8</u>
<u>3. SUBMISSION OF TECHNICAL BID</u>	<u>9</u>
<u>4. SUBMISSION OF PRICE BID</u>	<u>9</u>
<u>5. COST OF TENDER DOCUMENTS.....</u>	<u>10</u>
<u>6. EARNEST MONEY DEPOSIT.....</u>	<u>10</u>
<u>7. REJECTION OF THE BID</u>	<u>10</u>
<u>8. PERFORMANCE BANK GUARANTEE.....</u>	<u>11</u>
<u>9. PRE BID MEETING</u>	<u>11</u>
<u>10. MODIFICATION AND WITHDRAWAL OF BIDS</u>	<u>11</u>
<u>11. INTRODUCTION AND DISCLAIMER</u>	<u>11</u>
<u>12. INFORMATION PROVIDED</u>	<u>12</u>
<u>13. FOR RESPONDENT ONLY.....</u>	<u>12</u>
<u>14. CONFIDENTIALITY</u>	<u>12</u>
<u>15. DISCLAIMER.....</u>	<u>12</u>
<u>16. COSTS BORNE BY RESPONDENTS.....</u>	<u>13</u>
<u>17. NO LEGAL RELATIONSHIP.....</u>	<u>13</u>
<u>18. ERRORS AND OMISSIONS.....</u>	<u>13</u>

<u>19. ACCEPTANCE OF TERMS</u>	<u>13</u>
<u>20. RFP RESPONSE</u>	<u>13</u>
<u>21. RFP RESPONSE VALIDITY PERIOD</u>	<u>13</u>
<u>22. NOTIFICATION.....</u>	<u>14</u>
<u>23. DISQUALIFICATION.....</u>	<u>14</u>
<u>24. DELIVERY AND INSTALLATION.....</u>	<u>14</u>
<u>25. LIQUIDATED DAMAGE</u>	<u>15</u>
<u>26. WARRANTY</u>	<u>16</u>
<u>27. PRICE.....</u>	<u>16</u>
<u>28. TERMS OF PAYMENT.....</u>	<u>17</u>
<u>29. ACCEPTANCE BY THE BANK.....</u>	<u>17</u>
<u>30. INDEMNITY.....</u>	<u>18</u>
<u>31. AUTHORIZED SIGNATORY.....</u>	<u>18</u>
<u>32. ARBITRATION.....</u>	<u>19</u>
<u>33. APPLICABLE LAW & JURISDICTION OF COURT</u>	<u>19</u>
<u>34. TERMINATION OF THE CONTRACT & COMPENSATION.....</u>	<u>19</u>
<u>35. DEFECT LIABILITY</u>	<u>20</u>
<u>36. NOTICES.....</u>	<u>21</u>
<u>37. INSURANCE</u>	<u>21</u>
<u>38. LANGUAGE OF BIDS.....</u>	<u>21</u>
<u>39. FORCE MAJEURE</u>	<u>21</u>

<u>40. BIDDER'S COMPREHENSIVE MAINTENANCE OF THE CENTRALIZED ANTIVIRUS & CLIENT AUTOMATION SOLUTION DURING WARRANTY PERIOD</u>	22
<u>41. TRAINING</u>	23
<u>42. GENERAL TERMS AND CONDITIONS OF THE RFP</u>	23
<u>PART -II</u>	25
<u>1. ELIGIBILITY CRITERIA</u>	25
<u>PART -III</u>	27
<u>1. SCOPE OF WORK</u>	27
<u>2. PROPOSED SETUP OF ANTIVIRUS ENTERPRISE EDITION</u>	33
<u>3. UPTIME REQUIREMENT AND PENALTY CHARGES</u>	34
<u>ANNEXURE - A</u>	35
<u>ANNEXURE - B BILL OF MATERIAL</u>	37
<u>ANNEXURE - C</u>	40
<u>ANNEXURE - D</u>	41
<u>ANNEXURE - E</u>	42
<u>ANNEXURE - F</u>	44
<u>ANNEXURE - G</u>	45

यूको बैंक UCO BANK

PART -I

1. Invitation for tender Bids

UCO Bank invites sealed tenders (Technical bid and Price bid) from experienced system integrators with proven capability that has the experience in supply, installation, commissioning, maintenance and Client Automation Solution on Enterprise Wide Area Network (WAN) connected with Centralized Antivirus & Client automation Solution Server which will be installed at Department of Information Technology, 5th Floor, DD Block, Sector -1, Salt Lake, Kolkata.

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

The details are given below:

<i>Tender Reference</i>	
<i>Cost of Tender documents</i>	` 10,000 /-
<i>Date of issue of RFP</i>	25/10/2010
<i>Earnest Money Deposit (EMD)</i>	` 3,00,000/- (DD/pay order/BG)
<i>Date of commencement of sale of tender document</i>	25/10/2010
<i>Pre-Bid meeting /Venue</i>	09/11/2010 at 11.30 am at below mentioned address
<i>Last Date and Time for receipts of tender bids</i>	30/11/2010 at 3.00 pm
<i>Opening of technical bids</i>	30/11/2010 at 4.00 pm
<i>Opening of Price Bid</i>	Will be advised subsequently
<i>Address of Communication</i>	Head Office-2 Department of Information Technology 5 th Floor, 3 & 4 DD Block, Sector -1 Salt Lake Kolkata-700 064
<i>Email address</i>	hodit.network@ucobank.co.in
<i>Contact Telephone/Fax Numbers</i>	Tel :0332358 1202 Fax :0332358 1581
<i>Contact Person</i>	Santanu Ghosh Chief Officer(Network Operations)
<i>Bids to be submitted</i>	In the tender box placed at above address

The bid documents should be strictly as per the following terms and conditions:

2. Submission of Bids: General Terms and Condition

The Bid document shall be in two parts viz. Technical Bid & Price Bid. Both the bids must be submitted in separate sealed envelopes super scribing "Technical Bid for Centralized Antivirus and Client Automation Solution for UCO Bank" on top of the envelope containing Technical Bid & "Price Bid for Centralized Antivirus and Client Automation Solution for UCO Bank" on top of the envelope containing Price Bid. These two separate sealed envelopes should be put together in another sealed envelope super scribing "BIDS for Centralized Antivirus and Client Automation Solution for UCO Bank" mentioning reference number and date given hereinabove. If the outer cover/envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process strictly according to the time schedule.

The Technical Bid will be evaluated first for compliance with the prescribed Scope of Work of the qualified bidder, who qualified as per the eligibility criteria mentioned in the RFP. Price Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank. A maximum of two authorized representative of the bidder will be allowed at the opening of the bids.

The Bids should be addressed to:

General Manager (IT)
UCO Bank
Head Office-2
Department of Information Technology
5th Floor, 3 & 4 D D Block, Sector -1
Salt Lake
Kolkata - 700 064

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on the same day.

3. Submission of Technical Bid

- 3.1 Technical Bid should be duly sealed and super scribed as "Technical Bid For Centralized Antivirus and Client Automation Solution for UCO Bank".
- 3.2 The Technical bid should be completed in all respects and contain all information asked for, except prices.

4. Submission of Price Bid

Price bid duly sealed and superscribed as "Price Bid for Centralized Antivirus and Client Automation Solution for UCO Bank" should comply as specified in Scope of Work.

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 www.ucobank.com 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.

- 4.1 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.
- 4.2 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

5. Cost of tender Documents

The intending bidders should pay along with bids the Cost of tender Documents of ` 10, 000/- (Rupees Ten Thousand only). The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of 'UCO Bank' payable at Kolkata. The Cost of tender Document is non-refundable.

6. Earnest Money Deposit

The Bidder must submit Earnest Money Deposit (EMD) alongwith the Technical RFP in the form of Demand Draft/ Banker's Cheque /Pay Order/Bank Guarantee (Bank Guarantee as per Annexure-E) in favour of UCO Bank payable at Kolkata having validity period of 180 days from Technical RFP opening date. The EMD amount is ` 3 Lac issued by any scheduled commercial Bank in India.

Non-submission of EMD will lead to outright rejection of the RFP of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD made by the bidder will be forfeited if:

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

7. Rejection of the Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- Bidder should comply with all the points mentioned in the Scope of work in the clause no. 1 under part-III. Noncompliance of any point will lead to rejection of the bid.

8. Performance Bank Guarantee

The successful bidder, within 30 days of receiving the order will have to furnish a consolidated Performance Bank Guarantee to the Bank equal to 10% of the total order value valid for 63 months from the date of order issued by scheduled commercial Bank. Upon furnishing the Performance Bank Guarantee and completion of functionality like execution of agreement etc., the EMD of the successful bidder shall be returned to him.

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

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

9. Pre Bid meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP. The queries for the Pre-bid Meeting should be reached in writing or by email on or before 06/11/2010 on e-mail: hodit.network@ucobank.co.in. It may be noted that no query of any bidder shall be entertained / received after the above mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site.

Only authorised representative of bidder will be allowed to attend the Pre-bid meeting.

10. 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 bidders, the EMD will not be refunded by the Bank.

11. Introduction and Disclaimer

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for Centralized Antivirus and Client Automation Solution.

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

12. 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. Neither Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

13. 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.

14. 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.

15. 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.

16. 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.


17. No Legal Relationship

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

18. Errors and Omissions

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

19. Acceptance of Terms

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

20. RFP response

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

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

21. RFP response Validity Period

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

22. Notification

Bank will notify the Respondents in writing as soon as practicable 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.

23. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

24. Delivery and Installation

24.1 Deliveries of the products and its successful installation & operationalization are to be made within 4 weeks from the date of purchase order. However, the bidder shall submit the acceptance of the order within a week from the date of the order. The bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

24.2 In case the delivery and installation is delayed beyond the above schedule, a penalty of one half of one percent (0.5%) of the order value of the undelivered material for each calendar week of delay or part thereof, subject to a maximum of 5% of the total order value will be imposed and deducted from the bill amount.

24.3 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

24.4 Pre-shipment Quality Inspection certificates for all equipments are to be submitted along with the invoices to the Bank.

24.5 The installation will be deemed to be complete when all the products specified in Annexure-B have been supplied, implemented and to make operationalised as per the Scope of Work and all the features as per the Scope of Work are demonstrated and implemented as required, on the systems to the satisfactory acceptance by the Bank. The Bidder has to resolve any hardware, system software, etc. problems during successful installation and operationalisation of the Centralized Antivirus & Client automation Solution. In addition, supply of all associated documentation should be completed before operationalisation of the proposed solution.

- 24.6 Any license, if required for accessing from the client application for client automation, need to be provided by the bidder. The bidder is solely responsible for any legal obligation related to this.
- 24.7 The products would be delivered to the Bank by bidder must be brand new including all components. All the products will be provided by the bidder for the proposed solution must be licensed and legally obtained. The bidder is solely responsible for any legal obligation related to licenses during warranty period of five years for solution proposed and implemented by bidder.
- 24.8 All the software in the Centralized Antivirus & Client automation Solution supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 24.9 The products are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and representative of the bidder. The component level checking for individual item may be included during the acceptance test.

25. Liquidated Damage

- 25.1. In case the delivery and installation is delayed beyond the scheduled time from the effective date, 'Liquidated Damage for Late Delivery and installation; of one half of one percent (0.5%) of the order value for each calendar week of delay or part thereof subject to maximum of 5% will be imposed and will be deducted from the bill amount.
- 25.2. If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions of the bid document, the Bank reverses the right either to cancel the entire order placed on the selected bidder or to accept performance already made by the bidder. The Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder.
- 25.3. LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility / onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

26. Warranty

- 26.1. The selected bidder shall give warranty for a period of Five years from the date of purchase order. During the warranty period, the bidder will have to undertake comprehensive maintenance of the entire Centralized Antivirus & Client Automation Solution supplied by the bidder.
- 26.2. In respect of all the software products offered and supplied, the bidder should specify the warranty period available on media and on the software as per the warranty policies of the respective principals or OEMs as the case may be. This should be specifically mentioned by the bidders in the Technical Bid.
- 26.3. In respect of all the software, including operating systems bidder should give the policy for supplying new version/s releases, upgrades, updates, etc. An undertaking in this respect is to be submitted along with the offer. The bidder should inform the Bank about the end of life of the product proposed.
- 26.4. During the warranty period the bidder should maintain the acceptance criteria and shall be responsible for all costs relating to labours, maintenance (preventive and corrective) and transport charges from and to the sites in connection with the maintenance of the solution or any components/ parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- 26.5. The bidder should inform the product life cycle of all the products supplied by the bidder and should specify the product road map in the technical bid.
- 26.6. The bidder should not offer any hardware / software whose end of sale or support has been declared by the OEM. The bidder is solely responsible for any obligation related to this during the contract period.

27. Price

- 27.1. The Price Bid must include all software licenses and all hardware along with system configuration, Model No, Part No and Price Tag covering warranty period of five years. The Price Bid also must include all applicable taxes such as Sales/Service/Octroi/Entry Tax/ Waybill etc.

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

28. Terms of Payment

- 28.1. 50% of the order value (excluding ATS and Maintenance charges, if any) along with Sales Tax, Service Tax, Octroi, Waybill etc. will be paid on delivery of the all the products after realizing penalty charges for late delivery, if any as per clause no 25.1. The claim for payment against delivery should contain proof of delivery signed by Bank's authorized official.
- 28.2. Remaining order value(excluding ATS and Maintenance charges, if any) will be paid after submission of the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges, if any as per clause no 25.1.
- 28.3. Annual Technical Support (ATS) and Maintenance Charges, if any, will be paid quarterly in arrears after realizing the penalty charges, if applicable.

29. Acceptance by the Bank

- 29.1. If required Bank may ask the Bidder to arrange demonstration of the feature, quality and capabilities of the System as per solution committed in the bid and as agreed upon to be supplied and implemented. This demonstration (acceptance test) will be conducted at HO-DIT of the Bank on prior appointment. In such a

situation, the delivery of the Systems will not be started without having the solution as committed in the bid accepted by Bank.

- 29.2. The Bidder will submit Pre-shipment Quality Inspection Certificate along with the invoices to this department. However, Bank reserves the right for conducting pre-shipment inspection by its own employee or approved third party. The bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule.
- 29.3. The Bank will otherwise accept the solution on successful completion of acceptance test after the solution is implemented at the sites. Unsatisfactory performance of the set may results in the Bank's rejection of entire order.
- 29.4. The Acceptance Test shall be as per the comprehensive "Acceptance Test Plan" document to be prepared jointly by the bidder and the Bank which shall contain various tests to be performed for acceptance of the solution offered by the bidder.
- 29.5. The Acceptance Test shall be deemed to be complete only on successful completion of the acceptance tests and issuance of the 'Acceptance Certificate' by the Bank to the bidder.
- 29.6. On the evaluation of the Acceptance Test results and if required in view of the performance of the solution, as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of the solution or of any component there under, including replacement thereof, at no additional cost to the Bank, to ensure that the solution meets the requirements of the Bank as envisaged in the Tender Document.

30. Indemnity

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

31. 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 under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company

Secretary, authorizing an official or officials of the company to discuss, sign agreements/contracts 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.

32. Arbitration

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

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

32.3. The venue of the arbitration shall be at KOLKATA, INDIA.

33. 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).

34. Termination of the Contract & Compensation

34.1. The Bank reserves the right to cancel the contract placed on the selected bidder by providing 3 months notice and recover expenditure incurred by the Bank on the following circumstances :

- In case of any changes in bank's business plan, bank may terminate any part or entire services to be rendered by the Company giving a notice period of three months.

- The selected bidder commits a breach of any of the terms and conditions of the bid.
 - The bidder goes into liquidation voluntarily or otherwise.
 - An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
 - The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
 - If deductions on account of Liquidated Damages exceeds more than 5% of the total contract price.
- 34.2. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- 34.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract execution by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 34.4. Alternatively at the discretion of the Bank, if the Contract is cancelled during Warranty, the bidder shall repay all the payment received from the Bank and remove all system supplied and installed by the bidder without any extra cost to the Bank. The Bank shall not be liable for anything, whatsoever, in this regard. If the contract is cancelled during AMC, if contracted, the Bank shall deduct payment on pro-rata basis for the unexpired period of the contract.
- 34.5. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and / or invoking Bank Guarantee, if any, under this contract or any other contract/order.

35. Defect liability

In case, delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and / or do not achieve the guarantee performance as specified herein, the bidder shall forthwith replace/make good such defective supplies of same configuration or above at no extra cost to the

Bank without prejudice to the other remedies as may be available to the Bank under the contract.

36. Notices

36.1. Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or by recognized courier, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognized courier within five days of the transmission by facsimile, to the address of the receiving party by the other in writing, provided such change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of the contract.

36.2. Any notice or other communications shall be deemed to have validly given on date of delivery if hand delivered, if sent by registered post or by recognized courier, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.

37. Insurance

The successful bidder will get the Insurance cover, for all risks, up to date of installation of the system. The cost of the same will be borne by the bidder. The bidder has to submit a copy of the insurance document so that the Bank may get a new insurance cover after the delivery and installation of the system.

38. Language of Bids

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

39. 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 of the Contract, 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 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.

40. Bidder's comprehensive maintenance of the Centralized Antivirus & Client Automation Solution during warranty period

40.1. The selected bidder shall ensure that professionally qualified persons should attend comprehensive on-site maintenance of the Centralized Antivirus & Client Automation Solution, at least for a period of five years as per the Bank's requirements.

40.2. Comprehensive Maintenance of the Centralized Antivirus & Client Automation Solution shall include, Bank's requirement, reloading of software etc. when required or in the event of system crashes/malfunctioning of the solution, as per the requirement of the Bank, fine tuning, system monitoring, log maintenance, etc should be taken care by the selected bidder.

40.3. The selected bidder shall provide preventive maintenance schedules per month, which shall be specified in advance.

40.4. In the event of system break down or failures at any stage, protection should be available, which would include the following, shall be specified.

- Diagnostics for identification of systems failure
- Protection of data
- Recovery/restart facility
- Back-up facility

40.5. Bank reserves the right to enter into ATS/AMC agreement for the Systems or reject any proposal after expiry of warranty period of 5 years for the Centralized Antivirus & Client Automation Solution without assigning any reason. Entering into or renewal of ATS/AMC will be done only after submission of the Satisfactory Service Report signed by the concerned authority. Payment of ATS/AMC will be made on quarterly arrears on rendering satisfactory services, against Bank Guarantee for equivalent amount with additional claim period of three months after expiry of warrantee.

40.6. The scope of the contract will include at least FORTNIGHTLY preventive servicing intervals in a year and ANY NUMBERS of Breakdown calls. During the period of the contract the system shall

be serviced and maintained as per the frequency mentioned herein to ensure that all the system software components are functioning normally and satisfactorily.

40.7. The comprehensive maintenance during warranty would be inclusive of all updates.

40.8. The bidder will have to maintain at the discretion of the Bank the system software for the purpose as part of this tender for a period of five years.

41. Training

The Bidder shall have to train at least 5 officers of the Bank at Bank's site by the certified and trained engineers/personnel of the Bidder on the products supplied. The duration of the training programmed should not be less than 6 working days.

42. General Terms and Conditions of the RFP

42.1 Incomplete bids or bids not confirming to the terms and conditions are liable for rejection by the Bank. The Technical bid should have compliance chart as per A, B, C, D, E, F.

42.2 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 tender notice.

42.3 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.

42.4 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.

42.5 The Bank is looking for well proven branded products, which are volumes produced and used by a large number of users in India. 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 version of software delivered should be the latest one available.

- 42.6 Bids once submitted shall not be returned to the Bidder in future.
- 42.7 Canvassing of any kind or Bid submitted with false information will lead to disqualification.
- 42.8 Bidders must have back to back support relation with the OEM's whose products are followed by the bidder to the Bank. A commitment letter from the OEM has to be submitted along with the technical bid in this regard at least for a period of 5 years.
- 42.9 If necessary, the Bidder is required to give presentation on the solution offered as well as arrange site visit, where Bidder has installed and operationalised similar solution.
- 42.10 The quotations shall be submitted strictly in conformity with the specifications given in Annexure -B.
- 42.11 The Bank will not be responsible for non-receipt of quotations within the specified date and time due to any reason including postal delay or holidays.

PART -II

1. Eligibility Criteria

The eligibility criteria are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below and must secure 50% out of total 80 marks in category A and 50% out of total 20 Marks in Category B of scoring sheet in Annexure-A, may respond. Document in support of all eligibility criteria are required to be submitted.

- 1.1 The bidder should be a profitable company in last three financial years. Copies of annual reports and audited balance sheet for the last three years ending on 31.03.2010, 31.03.2009 and 31.03.2008 should be provided.
- 1.2 The bidder should be Original supplier/manufacturer of product or their authorized representative in India. In case of authorized representative a letter of authorization to this effect from Original Supplier must be furnished. This letter should specify that in case authorized representative is not able to provide support / upgrade during contract period, Original supplier/manufacturer should provide same without any extra cost implication to the Bank.
- 1.3 The bidder should have the experience of supply, installation, integration and maintenance of Centralized Antivirus Solution for more than 3 years in India. Documentary proof should be provided in support of experience like order copy/contract copy/certificate from customer.
- 1.4 The bidder should have deployed Centralized Antivirus Solution in at least one Scheduled Commercial Bank or Public Sector Financial Institution in India. Documentary proof should be provided in support like order copy/contract copy/certificate from customer.
- 1.5 The bidder should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial Institutions in India in the past. The bidder has to submit an undertaking to this effect on their Company's Letter Head.

The basis of scoring is mentioned in Annexure- A. The eligible bidder, must secure 50% out of total 80 marks in category A and 50% out of total 20 Marks in Category B, to qualify.

Document to be submitted:

Bidders should submit the information supported by the following documents: -

- Documentary evidence in support of all the eligibility criteria mentioned herein above (copies of Purchase Orders / Installation Certificates/ Auditor's certificates etc.)
- Client-wise present installed base of Centralized Antivirus System.
- Copy of agreement or any other legal document between the manufacturer and the bidder where the former has authorized the latter to sell and service its products.
(Incomplete responses without the required documents are liable to be rejected)
- Documents pertaining to all products that will be deployed in the proposed solution by the bidder.
- Schematic Diagram of the proposed solution.



Part –III

1. Scope of Work

- 1.1. The scope of the work would cover supply, implementation, maintenance and integration to make application software operational for Centralized Antivirus Solution and Client Automation Solution as per Bank's requirement from time to time and support of all these, at the discretion of the Bank, at least for a period of Five years.

Bidder's response : (Compliance Yes /No):-

- 1.2. Successful Bidder is fully responsible for installation, uninstallation / reinstallation, configuration, maintenance & troubleshooting of Antivirus console & centralized update.

Bidder's response : (Compliance Yes /No):-

- 1.3. Successful Bidder shall be fully responsible for installation, configuration, maintenance & troubleshooting of Antivirus software at all identified PCs at all branches and offices throughout India, which are connected to the enterprise wide area network and which has connectivity to the Centralized Antivirus Server. All the PCs shall be configured to get automatic updates from the Antivirus Server / Central console with proper scheduling so as to avoid traffic congestion. The update mechanism should be configured in efficient manner by fixing micro sizing and update frequency in such a way that it does not cause bandwidth issues.

Bidder's response : (Compliance Yes /No):-

- 1.4. Successful Bidder shall be responsible for Antivirus Enterprise Edition Security Suite covering Anti Virus, Desktop Firewall and Intrusion Prevention System product software version updates on all these servers and PCs as is relevant.

Bidder's response : (Compliance Yes /No):-

- 1.5. The updates of definitions and version updates shall also be provided by bidder at branches by sending the same on CDs, if the same will not be updated on network.

Bidder's response : (Compliance Yes /No):-

- 1.6. The bidder shall have a help-line open for the Bank on 24X7 basis.

Bidder's response : (Compliance Yes /No):-

- 1.7. The bidder shall provide an active response to all virus related incidents that happen within the Bank and may have to visit the sites if the problem is not resolve centrally.
Bidder's response : (Compliance Yes /No):-
- 1.8. The bidder will have to provide the Antivirus operational guide with architectural diagram.
Bidder's response : (Compliance Yes /No):-
- 1.9. The bidder has to provide the Escalation Matrix in respect of calls that need to be attended for installation/support and maintenance.
Bidder's response : (Compliance Yes /No):-
- 1.10. All the above points are applicable in respect of all branches / offices of the Bank throughout the country.
Bidder's response : (Compliance Yes /No):-
- 1.11. The solution would be managed centrally using a web-based console that allows system monitoring, software updates, client configuration, and event reporting. The central site administrator should have the ability to manage the software at all levels of the network and have the ability to remotely deploy product updates and modifications to all users.
Bidder's response : (Compliance Yes /No):-
- 1.12. The solution should be capable of automatic (dynamic) deployment to client workstations, as well as, removal of any existing Antivirus software.
Bidder's response : (Compliance Yes /No):-
- 1.13. The central site management system must be capable of providing a daily report of found viruses, including locations and a report of incomplete or failed nodes updates for each location. These reports must be accessible by the network administrator at the Central Server.
Bidder's response : (Compliance Yes /No):-
- 1.14. The solution should provide enforce update facility from central server to any node, including agent of the branch, as and when required.
Bidder's response : (Compliance Yes /No):-

- 1.15. Central Server should resend updates for the incomplete or failed updates of any node connected on Bank's Enterprise Wide Area Network.
Bidder's response : (Compliance Yes /No):-
- 1.16. The solution should provide real-time detection and elimination or isolation of viruses.
Bidder's response : (Compliance Yes /No):-
- 1.17. The solution should provide to configure response levels to viruses including isolating the infected file and automatic deletion of infected files by administrator.
Bidder's response : (Compliance Yes /No):-
- 1.18. The solution should provide an automatic alert to the system administrator of multiple virus detections.
Bidder's response : (Compliance Yes /No):-
- 1.19. The solution should provide for automatic virus pattern file updates in the central server from the software manufacturer 24x7 basis.
Bidder's response : (Compliance Yes /No):-
- 1.20. The solution must be designed for real-time detection and removal of viruses .
Bidder's response : (Compliance Yes /No):-
- 1.21. The solution should provide quarantine management in order to prevent spreading. A management interface must be provided to allow the administrator to review, sort and analyze quarantined items.
Bidder's response : (Compliance Yes /No):-
- 1.22. The scan engine of the protection software must employ "smart scanning" that provides scanning of only those emails which may contain viruses.
Bidder's response : (Compliance Yes /No):-
- 1.23. When a virus is detected in email or email attachments, the software must have the ability to automatically send notification to the email sender, recipient(s) and network administrator. Notification must include date and time of infection, location of server infected, infected file name, action taken on the infected file and recipient being infected.
Bidder's response : (Compliance Yes /No):-

- 1.24. The solution should provide transparent virus scanning and virus removal on networked desktop.
Bidder's response : (Compliance Yes /No):-
- 1.25. The desktop virus protection software must provide centralized management features, allowing administrators to fully manage and enforce Antivirus policies across the entire network. Additionally, the administrator must have the ability to deliver dynamically virus protection updates to each network desktop. This includes virus pattern files and scan engine updates.
Bidder's response : (Compliance Yes /No):-
- 1.26. The solution should provide the ability to remove virus and other malicious codes from desktops as well as damage repair of the computer.
Bidder's response : (Compliance Yes /No):-
- 1.27. The desktop virus protection software must automatically and transparently remove all existing desktop Antivirus software.
Bidder's response : (Compliance Yes /No):-
- 1.28. The solution should be capable to pull / push including patch management for operating system installed at the client.
Bidder's response : (Compliance Yes /No):-
- 1.29. The solution should support policy-based model that allows IT administrators to efficiently and controlling the deployment of software.
Bidder's response : (Compliance Yes /No):-
- 1.30. Remote control shall have policy-based Remote Control authorization.
Bidder's response : (Compliance Yes /No):-
- 1.31. The solution should provide and ensure that subsequent changes to policies and entitlements cause software and content to be automatically installed, changed or un-installed for all affected users and clients/PCs.
Bidder's response : (Compliance Yes /No):-
- 1.32. The solution shall deploy software to any number of desktop systems (new and existing) from a central point location.
Bidder's response : (Compliance Yes /No):-

- 1.33. If a certain patch is deleted or un-installed from any desktop by the user, it should automatically be repaired / re-installed without the intervention of the Administrator.
Bidder's response : (Compliance Yes /No):-
- 1.34. The solution should be effective, reliable, scalable and secured for software delivery and distribution, particularly for patch distribution and management over WAN.
Bidder's response : (Compliance Yes /No):-
- 1.35. The Patch Management module of client automation software should manage the entire lifecycle of patches, hot-fixes, updates and service packs from automatic discovery, download and collection, thorough testing, conflict analysis, and vulnerability assessment, to policy-based targeting and deployment and ongoing management to ensure that patches stay applied as prescribed by policy.
Bidder's response : (Compliance Yes /No):-
- 1.36. The solution should be able to automatically acquire new & updated security patches and automatically package the patches and deploy the patches based on policy defined.
Bidder's response : (Compliance Yes /No):-
- 1.37. The solution should provide reports, that reflecting, the patch has been deployed.
Bidder's response : (Compliance Yes /No):-
- 1.38. The solution should provide the ability to conduct impact analysis prior to distribution patches for, such as Windows Operating System.
Bidder's response : (Compliance Yes /No):-
- 1.39. The solution should provide the ability to push / pull patches for different application packages running on the node connected with Bank's Enterprise Wide Area Network (WAN) as and when required by the Bank.
Bidder's response : (Compliance Yes /No):-
- 1.40. The solution must be able to differentiate between various versions of the anti-virus, anti-spyware and firewall installed on desktops. Using this data, operators should be able to find out what actions to take to remediate or bring desktops to the latest level of antivirus version/signatures.
Bidder's response : (Compliance Yes /No):-

- 1.41. The solution must provide anti-virus, anti-spyware and firewall on nodes on a single client software.
Bidder's response : (Compliance Yes /No):-
- 1.42. The solution must be able to differentiate and report between the 'installed and enabled' state vs 'installed and disabled' for the administrators to define policies to bring those devices into desired configuration.
Bidder's response : (Compliance Yes /No):-
- 1.43. The solution should provide a web based console administration.
Bidder's response : (Compliance Yes /No):-
- 1.44. The solution should provide capability for pop-up message push from Central Server for the nodes connected on intranet.
Bidder's response : (Compliance Yes /No):-
- 1.45. The solution should provide customized web based reports for easy interpretation.
Bidder's response : (Compliance Yes /No):-
- 1.46. The solution should provide Role based administration.
Bidder's response : (Compliance Yes /No):-
- 1.47. The solution should provide Spyware/Grayware Detection Reports, Virus Detection Reports, Antivirus Client Information Reports, Antivirus Server Deployment Reports, Virus Damage Cleanup Services Reports, Policy Violation report, Virus Infection Report, Infected Files Report, Security Violation Report.
Bidder's response : (Compliance Yes /No):-
- 1.48. The solution must provide real-time spyware/grayware scanning for file system to prevent or stop spyware execution.
Bidder's response : (Compliance Yes /No):-
- 1.49. Security being prime concern, Solution should not breach the security of any other installations of Bank in any way.
Bidder's response : (Compliance Yes /No):-

2. Proposed setup of Antivirus Enterprise Edition

Bank is looking for Antivirus security and Client Automation solution that protects entire network including the internet gateway, servers & desktops and laptops. In addition to the applicable software, any proposed solution needs to include the maintenance, technical support and training necessary to allow the organization to fully utilize the software licensed.

The architecture for updating of antivirus will be defined in a 2 tier manner wherein the Central Antivirus Server updates the branch/office client desktops/laptops having different modes of network connectivity like Leased Line, ISDN, VSAT, CDMA.

Directory services are not currently available on Bank's Enterprise Wide Area Network for connected nodes.

The detailed setup is as follows:

Primary Server

Primary Antivirus Server or Central Server for the Network will be situated at Head Office, DIT, 5th floor, Kolkata.



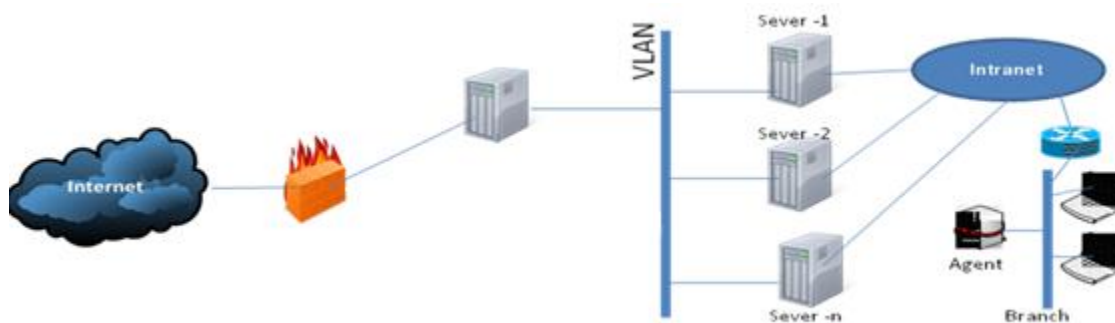
Updation at Branch level

One Computer will work as agent of the centralized server at the branch level.

This computer will get updates from the centralized server at mid night. All computers installed at branch will get updates from the agent computer of the branch automatically as and when required through Local Area Network (LAN).

Schematic Diagram

(Details Hardware specification is mentioned in Annexure-B)



3. Uptime Requirement and Penalty Charges

During the contract period, the bidder will have to maintain minimum uptime of 99.9% for all the day (24 hours) and it will be calculated on monthly basis for the entire Centralized Antivirus and client automation solution provided by the bidder excluding agreed scheduled down time.

Required Uptime in a Month: 99.9 %

Down Time Calculation (For example):-

Available Uptime in a Month: 97.9 %

Down time in a month: 2% (99.9-97.9)

Down Time in hours: $30 \times 24 \times 0.02 = 14.4$ hours

Available Uptime in another Month in the same quarter: 98.9 %

Down time in a month: 1% (99.9-98.9)

Down Time in hours: $30 \times 24 \times 0.01 = 7.2$ hours

Total down time in a quarter assuming there is no down time in 3rd month the penalty would be 21.6 hours. Accordingly, the total down time in a quarter will be calculated at the end of the each quarter and penalty will be charged accordingly.

Penalty

Penalty will be 0.01% of the project cost for per hour down time in quarter and the same would be recovered from the recurring charges which will be paid to the bidder. If the penalty charges exceed the recurring charges during the contract period, the bidder has to pay the total penalty amount to the Bank. If the bidder fails to pay, the Bank may invoke the Performance Guarantee. If there is no recurring charge, in that case, the bidder has to pay the total penalty amount to the Bank. If the bidder fails to pay, the Bank may invoke the Performance Guarantee.

Annexure - A

Category	Sl. No.	Parameter	Criterion	Marks	Criterion	Marks	Criterion	Marks	Criterion	Marks	Criterion	Marks
A.1 COMPANY'S PROFILE												
	A.1.1	Date of Commencement of business In India	More than 10 years ago	10	Above 8 years up to 10 years ago	8	Above 6 years up to 8 years ago	6	Above 4 years up to 6 years ago	4	Above 3 years up to 4 years ago	2
	A.1.2	Main Activity	Proposed Service is their core activity	10	Proposed Service is one of their activities	6	-	-	-	-	-	-
	A.1.3	Constitution	Public limited company	10	Private limited company	8	-	-	-	-	-	-
A.1.4 FINANCIAL POSITION : annual reports and audited balance sheet for the year ending on 31.03.2010												
	A.1.4.1	Paid Up Capital	Above 50 Crores	10	Above 40 Crores up to 50 Crores	8	Above 30 Crores up to 40 Crores	6	Above 20 Crores up to 30 Crores	4	Less than 20 Crore	2
	A.1.4.2	Gross Profit	Above 20 Crores	10	Above 10 Crores up to 20 Crores	8	Above 5 Crores up to 10 Crores	6	Above 2 Crores up to 5 Crores	4	Less than 2 Crore	2
	A.1.4.3	Net Profit (PAT)	Above 15 Crores	10	Above 10 Crores up to 15 Crores	8	Above 5 Crores up to 10 Crores	6	Above 2 Crores up to 5 Crores	4	Less than 2 Crore	2
	A.1.4.4	Growth in Sales	>25%	10	20-25%	8	15-20%	6	10-15%	4	<10%	2
	A.1.4.5	Growth in Profitability	>15%	10	10-15%	8	5-10%	6	3-5%	4	<3%	2

Category	Sl. No.	Parameter	Criterion	Marks	Criterion	Marks	Criterion	Marks	Criterion	Marks	Criterion	Marks
	B.1	PAST EXPERIENCE										
	B.1.1	Implemented Centralized Anti Virus Solution In India more than 4000 nodes in each organization	More than 4 Bank/ Public Sector Financial Institution	10	4 Bank/ Public Sector Financial Institution	9	3 Bank/ Public Sector Financial Institution	8	2 Bank/ Public Sector Financial Institution	7	1 Bank/ Public Sector Financial Institution	6
	B.1.2	Implemented Centralized Anti Virus Solution System in India in an organization	Over 12000 Nodes	10	Above 10000 to 12000 Nodes	9	Above 8000 to 10000 Nodes	8	Above 6000 to 8000 Nodes	7	Above 4000 to 6000 Nodes	6

यूको बैंक  UCO BANK

Annexure – B**Bill of Material**

Price for each Model/Make / Part No of each equipment / component must be mentioned.

The Bank proposes to start Centralized Antivirus and Client Automation facilities for 2500 agents and 12500 nodes. However, the actual number of installation may vary, at the sole discretion of the bank within the period of 5 years, if required.

The L1 bidder will be assessed based on this Grand Total Price.

***(Price must be quoted strictly as per format including all applicable taxes.
In technical bid all specification excluding price must be submitted)***

Sl. No.	Software	Make / Model/Part No./Version	Qty	Unit Price (in `)	Taxes * (in `)	Total Price including taxes (in `)
1.	Operating System	..				
		..				
		..				
2.	Centralized Anti Virus Software	..				
		..				
		..				
3.	Centralized Client Automation (Patch Management Software)					
4.	Client Antivirus and Client Automation Software					
5.	Client access License , if required					
6.	42u Server Rack with Sliding TFT Monitor and 8/16/24 Port KVM Switch (Analog/Digital) along with necessary accessories					
7.	Others, if any including Hardware for their proposed solution					
Sub Total A						

Annual Technical Support (ATS) and Maintenance

SI No.	Description	Taxes * (in `)	Total Price including taxes (in `)
1	One time implementation charges including installation of Operating System on Hardware provided by the Bank for the solution with RAID and Clustering		
2	ATS and Maintenance for 1 st year		
3	ATS and Maintenance for 2 nd year		
4	ATS and Maintenance for 3 rd year		
5	ATS and Maintenance for 4 th year		
6	ATS and Maintenance for 5 th year		
Sub Total B			

Grand Total (A+B) in ` =

- * Sales tax/VAT/Service tax, if applicable, should be quoted in respective columns. The Bank will pay the sales tax/VAT/Service tax ruling at the time of actual delivery of service/implementation and resultant billing.

Hardware:-

(Provided by the Bank, if bidder wants to quote additional hardware to meet performance of their proposed solution for 5 Years contract period for 2500 agents and 12500 nodes, they may quote and the Bank will calculate it in the Grand Total)

Sl. No.	Hardware Specification	Model/Part No./Version	Qty	CPU/ RAM in GB	Server used for and Type of Operating System
1	Server 1	ProLiant DL 380 G4	1	2/ 4	
2	Server 2	ProLiant DL 580 G3	1	4/8	
3	Server 3	ProLiant DL 580 G3	1	4/8	
4	Server 4	ProLiant DL 580 G3	1	4/8	

5	Server 5	ProLiant DL 580 G3	1	4/8	
6	Server 6	ProLiant DL 380 G4	1	2/4	
7	Agent at Branch	Desktop	1	1/1	
8	Others ,if any				



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

To: _____(Name of Purchaser)
WHEREAS (Name of Selected Bidder)
(hereinafter called "the Selected Bidder") has undertaken, in pursuance of
Contract No..... dated,..... 20__ to supply.....
.....(Description of Products and Services) (hereinafter
called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the
Selected Bidder shall furnish you with a Bank Guarantee by a recognized Bank
for the sum specified therein, as security for compliance with the Selected
Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Selected Bidder a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on
behalf of the Selected Bidder, up to a total of
..... (Amount of the Guarantee in Words and Figures) and we
undertake to pay you, upon your first written demand declaring the Selected
Bidder to be in default under the Contract and without cavil or argument, any
sum or sums within the limit of (Amount of Guarantee) as
aforesaid, without your needing to prove or to show grounds or reasons for your
demand or the sum specified therein.

This guarantee is valid upto theday of.....

Signature and Seal of Guarantors

(Selected Bidder's Bank)

Date.....

Annexure – D

For submitting response of RFP for supply, implementation and to make operationalization of Centralized Antivirus and Client Automation Solution:-

SI No.	Particulars	Compliance Status (Yes / No)
1.	All the points mentioned in Scope of work should be complied under part-III.	
2.	Are bids submitted under sealed envelopes?	
3.	Is the Technical bid made in conformity with scope of work?	
4.	Whether Model No. & Bill of Material is mentioned in Technical Bid document?	
5.	Is the Bids organized properly?	
6.	Are all the pages numbered properly mentioned and signed?	
7.	Can delivery and installation of items as per submitted Bills of Materials be made within 4 weeks from the date of purchase order?	
8	Is Annexure – G is submitted with duly signed?	
8	Is the softcopy of the response of RFP submitted in a CD?	

SECURITY BID
(To be stamped in accordance with the stamp act)

WHEREAS UCO BANK a body corporate constituted under The Banking companies (Acquisition & Transfer of Undertakings Act of 1970), having its Head Office at 10, B.T.M. Sarani, KOLKATA – 700 001, (hereinafter called “UCO BANK”) which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank) has released a Request For Proposal (RFP) dated.....for Implementation of Centralized Antivirus and Client Automation Solution as mentioned in RFP document.

AND

WHEREAS (Herein after called the Bidder) has responded to the request for proposal given by UCO BANK and has submitted a proposal for the Implementation of Centralized Antivirus and Client Automation Solution vide its Response Document dated

AND WHEREAS UCO BANK has agreed to accept from the Bidder the said proposal relating to implementation of Centralized Antivirus and Client Automation Solution and evaluate the same for the purpose of determining the suitability of the same for implementation.

AND WHEREAS the Bidder has requestedBank having its head office at.....(herein after called the Guaranteeing Bank) to irrevocably guarantee an amount of ` 3 Lacs (Three Lacs only) to UCO BANK as required to be submitted the ‘Bidder’ as a condition for participation in the RFP evaluation process.

AND WHEREAS.....the Guaranteeing Bank has agreed to irrevocably guarantee an amount of ` 3 Lacs (Three Lacs only) to UCO BANK as Bid Security as required to be submitted the ‘Bidder’ as a condition for participation in the RFP evaluation process

NOW THIS DEED OF GUARANTEE WITNESSETH AS UNDER:

Whereas the ‘ Bidder’ has submitted a proposal in response to the RFP released by UCO BANK, we, _____Bank (the Guaranteeing Bank) having our head office at _____ hereby irrevocably guarantee an amount of ` 3 Lacs (Three Lacs only) to UCO BANK 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:


If the Bidder withdraws his proposal during the period of the proposal validity; or

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 & Conditions mentioned in the RFP.

We, the Guaranteeing Bank, undertake to pay immediately on demand to UCO BANK the said amount of ` 3 Lacs (Three Lacs only) 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 ` 3 Lacs (Three Lacs only).
2. This Bank guarantee will be valid up to 31/05/ 2011; and

In witness whereof the Guaranteeing Bank, through its authorized officer has sets its hand and stamp  on this _____ day of _____ at _____.

NON-DISCLOSURE AGREEMENT

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the First party, are agreeable to offering the Centralized Antivirus and Client Automation Solution and services to UCO Bank , having its head office at 10 BTM Sarani, Kolkata – 700 001, hereinafter referred to as Second party and,

WHEREAS, the First Party understands that the information regarding Second party's Centralized Antivirus and Client Automation Solution shared by Second party in their Request for Proposal is confidential and/or proprietary to Second party, and

WHEREAS, the First Party understands that in the course of submission of the offer for the Centralized Antivirus and Client Automation Solution and Services and/or in the aftermath thereof, it may be necessary that the First Party may perform certain jobs/duties on Second party's properties and/or have access to certain plans, documents, approvals or information of Second party;

NOW THEREFORE, in consideration of the foregoing, the First Party agrees to all of the following conditions, in order to induce Second party to grant the First Party specific access to Second party's property/information

The First Party will not publish or disclose to others, nor, use in any services that the First Party performs for others, any confidential or proprietary information belonging to Second party, unless the First Party has first obtained Second party's written authorisation to do so;

The First Party agrees that notes, specifications, designs, memoranda and other data shared by Second party or, prepared or produced by the First Party for the purpose of submitting the offer to Second party for the said Centralized Antivirus and Client Automation Solution and Services, will not be disclosed to during or subsequent to submission of the offer to Second party, to anyone outside Second party

The First Party shall not, without Second party's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of Second party in connection therewith, to any person(s) other than those employed/engaged by the First Party for the purpose of submitting the offer to Second party and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Place:

Date:

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

Sir,

Reg.: Our bid for supply, installation, commissioning and maintenance of
Centralized Antivirus & Client Automation Solution.

We submit our Bid Document herewith.

We understand that

You are not bound to accept the lowest or any bid received by you, and you
may reject all or any bid.

If our Bid for the above job is accepted, we undertake to enter into and
execute at our cost, when called upon by UCO bank to do so, a contract in the
prescribed form. Unless and until a formal contract is prepared and executed,
this bid together with your written acceptance thereof, shall constitute a binding
contract between us.

If our bid is accepted, we are to be jointly and severally responsible for the due
performance of the contract.

Bidder means the bidder who is decided and declared so after examination of
commercial bids.

The names of shortlisted bidders after the completion of the bidding process
and the name of successful bidder to whom the contract is finally awarded,
shall be displayed on the Notice Board of the purchaser at UCO Bank, Head
Office, Department of Information Technology, DD Block, sector-I, Salt Lake
Kolkata – 700064.

Yours faithfully

For.....

Place:
Date

(Signature and seal of authorized person)