



भारत सरकार का उपक्रम A Government of India Undertaking



Request for Qualification  
For ATM Managed Services

Issued by:  
Union Bank of India,  
Digital Banking Department  
Mercantile House, 708  
Magazine Street Marg, Mumbai-400010

## Disclaimer

The information contained in this Request for qualification (RFQ) is provided to the Bidder(s) on the terms and conditions set out in this RFQ document. The RFQ document contains statements derived from information that is believed to be true and 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.

The RFQ document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the Bidder. The purpose of this RFQ is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFQ does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and where necessary obtain independent advice. Union Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ.

## GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being e-tender, bids received only through online on e-tendering portal <https://ubi.abcprocure.com> shall be considered as an offer. **Any bid submitted in physical form will not be entertained and shall be summarily rejected.**

### Procedure for submission of e-tender by bidder:

Interested bidders who wish to participate should visit website <https://ubi.abcprocure.com> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your company in website <https://ubi.abcprocure.com> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Upload supporting documents by clicking “Mapped Documents”. Then submit the tender. Take a print screen of “Bid successfully submitted” message for reference.
4. Primary Contact Numbers: +91-9081000427, 9904406300, email id: [support@procuretiger.com](mailto:support@procuretiger.com)
5. Alternate Contact Details:-
  - a) Nandan Valera email: [nandan.v@eptl.in](mailto:nandan.v@eptl.in) Mob: 9081000427
  - b) Fahad Khan email: [fahad@eptl.in](mailto:fahad@eptl.in) Mob: 9904406300
  - c) Shaikh Nasruddin email: [shaikh@eptl.in](mailto:shaikh@eptl.in) Mob: 9510812960
6. System requirement for online bid submission:
  - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
  - b. Operating system - Windows 7/Windows 10.

Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

**NOTE: Submission of any bid document through offline mode will not be accepted. Only Cost of RFQ and Pre-Contract Integrity Pact should be submitted in physical form on or before last date & time of bid submission**

**(A) Important Date:**

#	Particulars	Timeline
1.	RFQ Issuance Date	11.04.2022
2.	Bid Document Availability including changes/amendments, if any to be issued	The Bank invites sealed offers from established vendors for ATM Managed Services for 9600+ ATMs. Please visit our website <a href="http://www.unionbankofindia.co.in">www.unionbankofindia.co.in</a> or Government portal ( <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ) or e-Procurement Portal
3.	Address & Contact Numbers  Contact Details  (Bank)	<b>Contact Numbers</b> -(LL)-022-23789599  Interested Bidders are requested to send the email to: <a href="mailto:atm.monitoring@unionbankofindia.com">atm.monitoring@unionbankofindia.com</a> <a href="mailto:ranjanskumar@unionbankofindia.com">ranjanskumar@unionbankofindia.com</a> <a href="mailto:vijaykumar.mc@unionbankofindia.com">vijaykumar.mc@unionbankofindia.com</a> Containing below mentioned information, in case of clarification same may be issued: Name of Company, Contact Person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.  <b>Address:</b> Union Bank of India, Digital Banking Department (DBD), Mercantile House, 708, Magazine Street Marg, Mumbai-400010
4.	Last Date of written request for clarifications/errors	3:00 PM on 19.04.2022
5.	Pre Bid/application meeting & Venue details	3:00 PM on 18.04.2022 at Union Bank of India, Digital Banking Department, Mercantile House, 708, Magazine Street Marg, Mumbai-400010

6.	<b>Last Date of Submission of RFQ response (Closing Date)</b>	3:00 PM on 03.05.2022 at Union Bank of India, Digital Banking Department, Mercantile House, 708, Magazine Street Marg, Mumbai-400010
7.	<b>RFQ response opening Date</b>	4:00 PM on 03.05.2022 at Union Bank of India, Digital Banking Department, Mercantile House, 708, Magazine Street Marg, Mumbai-400010
8.	<b>Application Money</b>	Cost of RFQ is waived off if bidder prefers to download the RFQ document online. However, bidder is required to pay Rs.15000/- for purchasing hardcopy.
9.	<b>Performance Bank Guarantee</b>	The successful bidder is required to submit Performance Bank Guarantee to the extent of 3% of the value of the contract within 30 days of the date of receipt of the purchase order/Indent.

## (B) Important Note:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as prescribed in the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Government of India-

- I. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- II. “” for the purpose of this Order means:-
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- III. The beneficial owner for the purpose of (ii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. For example -
    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one

or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

IV. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

Confidentiality:

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Union Bank of India expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

Abbreviations	Description
AMC	Annual Maintenance Contract
CBS	Core Banking Solution
CPU	Central Processing Unit
DBD	Digital banking Department
DC	Data Centre
DR	Disaster Recovery
EMD	Earnest Money Deposit
GST	Goods and Services Tax
LOI	Letter of Intent
PO	Purchase Order
RFQ	Request for proposal
RMMS	Remote Monitoring Management System
MOU	Memorandum of Understanding
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
POC	Proof of Concept
PSB	Public Sector Bank
PSU	Public Sector Undertaking
ATMs	Automated Teller Machines/Cash Recycler Machines
SLA	Service Level Agreement
TCO	Total Cost of Ownership
TO	Technical Offer
UBI	Union Bank of India
VAT	Value Added Tax
MVS	Multi-Vendor Solution/End point Solutions
OS	Operating System
ANSI	American National Standards Institute
ATP	Acceptance Test Procedure
BG	Bank Guarantee
BOM	Bill of Material
CD	Cash Dispenser
CRA	Cash Replenishment Agency
DIT	Department of Information Technology
DR	Disaster Recovery
EPP	Encrypted Pin Pad
FLM	First Level Maintenance
ISO	International Organization for Standardization
IPv6	Internet Protocol version 6
LD	Liquidated Damage
NPCI	National Payments Corporation of India
OS	Operating System



## 1. Introduction

Union Bank of India is one of the leading public sector banks in India. Bank has over 9500 CBS branches and more than 11900+ ATMs installed across the country. Union Bank is looking for a vendor for ATM Managed Services for all the existing and ATMs to be deployed in future for a period of three years.

## 2. Integrity Pact (IP)

Vendors/bidders/sellers, only those 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. 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 warrantee/guarantee. Format of IP is attached as **Annexure-06** for strict compliance. The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- Mr Meeran Chabdhya Borwankar, IPS (Retd.)  
E-mail- [mcborwankar@gmail.com](mailto:mcborwankar@gmail.com)
- Mr. Bharathi Sivaswami Sihag, IAS (Retd.)

E-mail- [bsihag@hotmail.com](mailto:bsihag@hotmail.com)

## 3. Project overview

This Request for Qualification (RFQ) document has been prepared solely for the purpose of enabling invites proposals from experienced and eligible entities (hereinafter referred to as “Bidder” or “Vendor”) for Managed services of ATMs and Cash replenishment services for three years with provision of two year extension for 9600+ Capex ATMs.

The proposal for MS Service will be for L1 and L2 bidders for 3 years term .2 bidders will be selected for MS service in the ratio of 60:40.”

This RFQ document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidders as identified by the Bank, after completion of the selection process as detailed in this document.

Bank reserves the right to change the number of ATMs to be deployed in region/zones at any time, at its sole discretion. The bidder/ applicant should be ready and have the capacity to

implement the Project across the length and breadth of the country. The Bank may increase or decrease the number of ATMs to be deployed during the period of the contract.

Bank at its discretion may re-allot, interchange or withdraw the scope of work defined in the RFQ from assigned Zones or geography to the successful bidders during the currency of the contract, in view of the business requirements or if the performance of the bidder is not as per SLAs defined or the concerned bidder's infrastructure is not supportive in any particular geography. Bank shall not pay any amount for takeover / migration of the sites or any resultant expenses. All costs related to such takeover / migration shall be borne by the outgoing bidder in such eventualities

#### 4. Scope of Work

Union Bank is looking for a vendor for ATMs Managed Services for 9600+ ATMs/CRMs for a period of three years for its ATM network. The scope will cover additional ATMs/CRMs deployed internally by the Bank in the 3 year contract period. The successful Vendor through its partners / sub-contractors / vendor has to provide the following services under ATM Managed Services Contract. The Vendor will be completely responsible for his act or of their employees /partners / sub-contractors / vendors. The Vendor has to under take full responsibility for compliance of all statute and regulations including but not limited to labour Laws (like minimum wages, hours of duty etc.) for all sub-contractor and agency and their employees.

It is essential that the vendor's Management Centre has a high level of automation and infrastructure capable of remotely capturing and initiating immediate appropriate action, inter alia, based on response to full range of error/health and cash status codes of an ATM/CRMs. The bidder's Management Centre must be equipped with dedicated and proven tools, processes and capable of providing comprehensive Managed Services for on-line monitoring of Bank's network of ATMs/CRMs across the country.

##### 4.1. The MS vendor will have the following major responsibilities:-

- 4.1.1. Providing ATM Managed services and ensuring that the overall downtime of ATMs/CRMs does not go above the levels 3 % for Metro and Urban ATMs and 4 % for Semi urban and rural ATMs.
- 4.1.2. Cash replenishment services for off-site ATMs/CRMs (As per Bank's requirement) including complete reconciliation with Physical Cash in ATM, Finacle account, ATM Switch and EJ/JP log. Bank will provide records related with ATM transaction to bidder for reconciliation. However Bank may require the services for onsite ATMs also.
- 4.1.3. The bidder shall from time to time inform the bank about industry best practices, security bulletins, updates, and advisories etc. that needs to be adopted by the bank to strengthen the existing ATM infrastructure without any additional cost to the bank.
- 4.1.4. Incidence / Event Management & Help Desk.

- 4.1.5. First Line Maintenance and follow up with SLM vendors i.e. ATM OEM, UPS, Network provider/Vendor etc.
- 4.1.6. Consumable Replenishment like printer paper role, ink etc. Cash replenishment services for about 1700 Off-site ATMs/CRMs including complete physical Cash reconciliation with Finacle Balance Finacle account, ATM Switch and EJ/JP log.
- 4.1.7. Cash management & Cash forecasting services.
- 4.1.8. Real time EJ pulling & archival-EJ Pulling & Software/ Content Distribution. The software to be installed for EJ pulling in ATMs should have license right in the favour of Bank, one year after expiring the contract period.
- 4.1.9. The vendor must have an ATM monitoring system portal which will be provided to the Bank to monitor the ATMs from Bank's central office, Zonal offices and Regional offices, branches where the vendor has to provide one ATM Supervisor at each regional office and Central office. The monitoring portal has details information about reason to down of ATM. Display of EJ pulling is part of monitoring portal.
- 4.1.10. Vendor should provide EJ web browser for Branches to know the status of any ATM transactions by providing ATM ID, Date of Transaction and sequence number.
- 4.1.11. House Keeping services at all offsite ATM sites, twice in a day.
- 4.1.12. Submit the feedback from duly signed by the branch head, regarding quality of the services in categories like - Excellent/Good/Satisfactory/Not satisfactory for housekeeping services on quarterly basis.
- 4.1.13. Centralized Monitoring of Digital Video Surveillance system functioning and daily minimum one Image pulling from all the ATMs under Managed services for verification of DVSS performance and images quality and submitting to Bank. Images need to be provided within two days as and when required by Bank.
- 4.1.14. Escalations and follow up with UPS, Network provider/vendor, Air Conditioner and electrical equipment vendors for early resolution.
- 4.1.15. The Service provider will have complete responsibility of Cash reconciliation with Cash at ATM/CRM account with Bank Physical Cash and switches counters available in ATM/CRM.
- 4.1.16. Providing ATM Supervisor at each Regional Office at present and to be opened in future within a month time to coordinate with Branch, Central team and other service providers for immediate resolution of ATM/CRM (Capex and Opex) issues. However, ATM Supervisor at Regional offices will follow up and co-ordinate with branches, Opex vendor and Central office for down ATM under Opex Model. Bank is having 125 such regional offices.

- 4.1.17. MIS generation as per the Bank's Requirement.
- 4.1.18. 100% EJ Pulling report and to be submitted on monthly basis.
- 4.1.19. 100% DVSS monitoring and report to be submitted on monthly basis.
- 4.1.20. It will also be responsibility of the selected bidder to extend unconditional and timely support for migration at the end of the contract period the then identified MSP as and when the contract entered into pursuant to the RFQ would end.
- 4.1.21. The selected bidder will make temporary call centre for smooth migration of ATMs from existing MS vendor with multiple no. Of phone lines (minimum six no) during migration. The new EJ agent to be connected on the same day of the ATM migration with Docket number.
- 4.1.22. Bank has been deploying offsite ATM at various locations including Malls, Airports, Railways etc Managed Services activities like housekeeping, cash replenishment, FLM & SLM should be carried out in consonance with guidelines/regulations issued by respective authorities from time to time to avoid any penalty/damages due to non-adherence.
- 4.1.23. Bank may implement Multi-Vendor Solution (MVS) in future, in such case the features available in MVS will be transferred to MVS vendor without any additional cost and no further invoices will raised for migrated activity.
- 4.1.24. The vendor has to provide one ATM Supervisor at our Central office to co-ordinate and monitoring of ATM uptime from 10 A.M. to 6 P.M. for the contract period of 3 years from the date of acceptance of order without any cost to Bank. The ATM Supervisor should be well versed with ATM technology and functionality.
- 4.1.25. The vendor should also provide one ATM Supervisor at each of the Regional offices to co-ordinate for monitoring of all ATMs/CRMs uptime from 10 A.M. to 6 P.M. for the contract period of 3 years from the date of order. Presently there are 125 Regional offices and in case, Bank opens new Regional office, vendor should provide the ATM Supervisor at new office also without additional cost of the bank. The ATM Supervisor should be Graduate and well versed with ATM technology and functionality.
- 4.1.26. The vendor should provide a centralized asset (ATM) tracking and monitoring solution.
- 4.1.27. Bidder has to comply following advisory/guidelines issued by RBI and any further modifications advised during contract period;
- For terminal Security of ATM, Cyber Security and IT Examination Cell (CSITE), RBI Advisory No.3/2017 dated 06.03.2018.
  - Circular no. RBI/2017-18/152 (DCM (Plg) No.3563/10.25.07/2017-18) dated 06-

04-2018 on Cash Management activities of the banks - standards for engaging the service provider and its sub-contractor.

- Circular no. RBI/2017-18/162 (DCM (Plg)No.3641/10.25.007/2017- 18) dated 12-04-2018 on Cassette Swaps in ATMs.
- Circular no. RBI/2018-19/214 (DCM (Plg) No.2968/10.25.007/2018-19) dated 14-06-2019 on Security Measures of ATMs.
- Ministry of Home Affairs, Government of India issued guidelines on 08th August 2018 for standard operating procedures for providing security by the private security agencies to cash transportation activity implementation.
- RBI Notification No. RBI/2021-22/84-DCM(RMMT) No.S153/11.01.01/2021-22 dated 10<sup>th</sup> August 2021 on Monitoring of Availability of Cash in ATMs, “Scheme of Penalty for non-replenishment of ATMs.”
- Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc as required by Bank, RBI, Govt etc

Note: All extant statutory guidelines with regarding to cash replenishment should be followed by the service provider. In case of Forged Currency Note or short of cash the Bidder has to indemnify the Bank. The word "CRA" is used above should be treated as "MS vendor".

## 5. Project Term:

The arrangement is proposed for a period of 3 (three) years and after completion of 3 years from the date of takeover, Bank shall at its sole discretion exercise its right to continue upto period of 2(two) year further.

- 5.1. Bank proposes to award the contract to two successful bidders, in further process, pursuant to this pre-qualification, in the ratio of 60:40 on the basis of commercial bid submitted in the RFQ process.
- 5.2. In case L2 vendor is not willing to match L1 price, Bank will call L3, L4 vendors etc., in that order to step into the shoes of L2 vendor. In the event of L3, L4 etc., vendor not matching the L1 price, the entire quantity will be awarded to L1 vendor.
- 5.3. Site allocation for successful L1 & L2 bidder would be decided and approved by the bank
  - 5.3.1. MSME bidder will be awarded 25% of the order provided:

5.3.2. The MSME bidder has to be within 15% band of the L1 price

5.3.3. The MSME will have to accept to supply the product and/or service @ of L1 price

5.3.4. If there are more than one MSME bidder, the 25% quantities will be divided equally amongst them, subject to fulfilment of the above conditions

5.3.5. In case one of the MSME bidders is adjudged as L1 the other MSME bidders will not have any reservation since the responsibility of giving 25% to an MSME would be deemed to have been discharged

5.3.6. In case one or more of the MSME is adjudged as selected vendor as per defined split condition and in total it amounts to 25% of order then the responsibility of giving 25% to an MSME would be deemed to have been discharged

5.4. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to (There may be small difference occurring in the ratio between bidders due to geographical dispersal or limit and constraint/s or homogeneity requirement).

5.5. Successful vendor/s should be capable and Manage Services of ATMs under the contract immediately. They should also have a clear action plan to ramp it up to manage number of machines given to them. The responsibility of collecting all the required information and customization to communicate with the regional/Zonal office shall be with the successful vendor and must be carried out by the successful vendor without any additional cost to the Bank.

5.6. Cost of leased line and back up connectivity from the Bidder's Management Centre and DR Site to the Bank's Switch and DR Site must be borne by the successful bidder. The recurring expenditure relating to connectivity shall be borne by the successful bidder. Cost of licenses/software/ hardware/ services required to run the project will be borne by the successful bidder.

## 6. Evaluation process-

The evaluation / prequalification short listing process will be done with Technical competence after short listing the eligible bidders as detailed here below.

### 6.1. Qualifying Stage

6.1.1. **Eligibility Evaluation** - Step 1 shall be to ascertain the eligibility of the Bidder /s for the project. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure 2 - given for Eligibility Criteria Compliance to this document.



- 6.1.2. The bidder would need to provide supporting documents as part of the eligibility proof. During evaluation of the Responses, the Bank, at its discretion, may ask the bidder for clarification in respect of its response. The request for clarification and the response shall be in writing, and no change in the substance of the response shall be sought, offered or permitted. The Bank reserves the right to accept or reject any response in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders who has responded to this document and bank will not entertain any correspondence in this regard. Only those bidders who fulfill the minimum eligibility criteria shall proceed to the next step.
- 6.1.3. **Technical Evaluation:** The evaluation of Technical capabilities of the Bidder /s of this RFQ will be completed in this stage. The technical proposals only will be subjected for evaluation at this stage.
- 6.1.4. Bank may lower the “Aggregate Technical Score” to ensure that at least three bidders qualify for the financial bid/RFP document. The technical bids shall be evaluated on the basis of-
- 6.1.4.1. Submissions made by Bidders in their response to this RFQ as per the response template given
  - 6.1.4.2. Demonstration of tools, services - Actual demonstration of tools and its effectiveness would be evaluated and not just PPT presentations/ declaration or literature.
  - 6.1.4.3. Site visits to Bidder’s locations where solution is already functional / implemented, including DC / DR, Call Centre, Operations / Managed Centre etc.
- 6.1.5. The commercial quotes are not required to be submitted at the time of response submission by the bidders against this RFQ. Commercial quotes will be invited by the Bank from shortlisted bidders only as per Banks requirement during the RFQ process.

## 6.2. Bid Stage

- 6.2.1. In the second stage (Bid stage), Bidders who are pre-qualified & shortlisted by Bank shall be provided with the RFP document and are supposed to bid for the same as per terms of the RFQ.

6.2.2. In this stage, bidders are required to submit the commercial bids as per terms and scope defined in RFQ and RFP document.

## 7. Preference to Make in India

7.1.Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFP and allotment will be done in terms of said Order as under:

- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- b. If L1 is not a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-1 local supplier' with next higher bid within the margin of purchase preference shall be invited to match the L1 Price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement.

### 7.1.1. Definitions

- a. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.



- b. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- c. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. “Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

### 7.1.2. Verification of local content

The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification as per Annexure [18](#) that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

## 8. Restriction on Procurement due to National Security

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

- 8.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 8.2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 8.3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or.
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

8.4. The beneficial owner for the purpose of (6.3) above will be as under:

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

**Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

8.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

## 9. Terms and Conditions

### 9.1. General Terms

- 9.1.1. Information Provided: This RFQ document contains statements derived from information that is believed to be true and reliable on the date it is obtained but does not purport to provide all 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 the Bank in relation to the scope of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFQ document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFQ document.
- 9.1.2. For Respondent Only: The RFQ document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 9.1.3. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent 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 the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

- 9.1.4. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 9.1.5. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFQ document and the meaning and impact of that information.
- 9.1.6. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFQ document.
- 9.1.7. The issuance of RFQ document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFQ document that it has not relied on any idea, information, statement, representation, or warranty given in this RFQ document.
- 9.1.8. Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.
- 9.1.9. Acceptance of Terms: A Recipient will, by responding to the Bank's RFQ.
- 9.1.10. be deemed to have accepted the terms as stated in this RFQ document
- 9.1.11. Only one submission of response to RFQ by each Respondent will be permitted.
- 9.1.12. The Bank expects the bidder to adhere to the terms of this RFQ document and would not accept any deviations to the same.
- 9.1.13. The Bank expects that the bidder selected under the RFQ document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 9.1.14. Unless agreed specifically by the Bank in writing for any changes to the issued RFQ document, the bidder responses would not be incorporated automatically in the RFQ document.
- 9.1.15. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFQ document shall be the governing document for arrangement between the Bank and the bidder.
- 9.1.16. The Bank will notify the Respondents in writing as soon as practicable after the RFQ Evaluation Complete date, about the outcome of the RFQ evaluation process, including whether the Respondent's RFQ response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

## 9.2. Rules for Responding to this RFQ

- 9.2.1. The timeframe provided in point “[A] Important Dates” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.
- 9.2.2. All responses received after the due date/time as mentioned in “[A] Important Dates - Last Date of Submission of RFQ Response (Closing Date)” would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to this RFQ. The Bank has no liability towards any Respondent who lodges a late RFQ response for any reason whatsoever, including RFQ responses taken to be late only because of another condition of responding.
- 9.2.3. The Bank has established RFQ coordinators to provide a venue for managing bidder relationship and other requirements through the Bank’s decision making body for contract clarification. All the queries and communication must be addressed to the RFQ coordinators / contact persons from the Bank mentioned in “[A] Important Dates - RFQ Coordinator”
- 9.2.4. Recipients are required to direct all communications for any clarification related to this RFQ to RFQ Coordinator.
- 9.2.5. All questions relating to the RFQ, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 9.2.6. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFQ closes and all such information and material provided must be taken to form part of that Respondent’s response.
- 9.2.7. Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 9.2.8. The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) before the RFQ closes to improve or clarify any response.

- 9.2.9. Bidder should submit their Eligibility bids and Technical Bids as mentioned in “Important Dates.
- 9.2.10. The RFQ response without the accompanying amount towards Application Money are liable to be rejected.
- 9.2.11. Commercial Bid - The commercial quotes are not required to be submitted at the time of response submission by the bidders against this RFQ. Commercial quotes will be invited by the Bank from shortlisted bidders only as per Bank's requirement during the RFQ process.
- 9.2.12. If the submission of response to this RFQ does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFQ is liable to be summarily rejected.
- 9.2.13. All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the 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 RFQ process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 9.2.14. All responses should be in English language. All responses by the bidder to this RFQ document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 9.2.15. All responses would be deemed to be irrevocable offers/proposals from the bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 9.2.16. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank.
- 9.2.17. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 9.2.18. The bidder at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions as mentioned in the RFQ document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions as proposed in the RFQ document.
- 9.2.19. **Grievance Redressal:** Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFQ may file a request to the General Manager at email address **gm.digitalbanking@unionbankofindia.com**. It may

please be noted that the grievance can be filed by only that bidder who has participated in RFQ proceedings in accordance with the provisions of this RFQ. All letters must be addressed and sent to the following:

**Dy. General Manager**  
Union Bank of India,  
Digital Banking Department,  
Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010

## 10. Cost of RFQ

10.1. Cost of RFQ is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.15,000/- for purchasing hardcopy .

10.2. RFP document can also be downloaded from the Bank's website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or from Government tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) or from E-procurement site [ubi.abcpocure.com](http://ubi.abcpocure.com).

10.3. All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder 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 the Bank, will be borne entirely and exclusively by the Bidder.

## 11. Others

The terms and conditions as specified in the RFQ and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders are not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

11.1. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFQ and also would not return the bid documents to the Bidders.



- 11.2. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

## 12. Other RFQ Requirements

- 12.1. This RFQ document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the RFQ document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all bidders about changes, if any.
- 12.2. The Bank may revise any part of the RFQ document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFQ document at any time before the award date. The addendums, if any, shall be published on the Bank's website only.
- 12.3. The Bank reserves the right to extend the dates for submission of responses to this document.
- 12.4. Preliminary Scrutiny - The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 12.5. Clarification of Offers - To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 12.6. Erasures or Alterations - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 12.7. If the Bank is not satisfied with the specifications as specified in the RFQ document and observes major deviations, the bids of such bidders will not be shortlisted for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

## 13. Clarification to RFQ and Pre-bid Query



- 13.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFQ and may seek clarifications, if required. The bidders in all such cases seek clarification in writing as per format in excel specified in ANNEXURE-21 of this RFQ, in the same serial order of that of the RFQ by mentioning the relevant page number and clause number of the RFQ.
- 13.2. All communications regarding points requiring clarifications and any doubts shall be given in writing by the intending bidders as per mentioned “[A] Important Dates” given above. No oral or individual consultation shall be entertained. No queries will be entertained from the bidders after the pre-bid meeting.

#### 14. Pre-Bid Meeting

A pre-tender meeting of the intending bidders will be held as per mentioned “[A] Important Dates “ and Venue to clarify any point/doubt raised by them in respect of this RFQ. No separate communication will be sent for this meeting. Authorized representatives of interested bidders shall be present during the scheduled time. The Bank shall clarify the queries during the pre-bid meeting and the replies along with the queries shall be uploaded in the Bank’s website and no individual correspondence shall be made. No individual consultation shall be entertained. Bank will not consider any other queries raised by the bidder’s representative during the pre-bid meeting without prior notice

#### 15. General Terms and Conditions

##### 15.1. Governing Laws

This RFQ and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

##### 15.2. Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFQ and subsequent Agreement to any entity including Bidder’s affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFQ along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFQ.

### 15.3. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFQ document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFQ document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### 15.4. Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

### 15.5. Inspection of Records

All bidder records with respect to any matters covered by this RFQ shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

**15.6.** Vendors shall be required to submit the certificate on Credit History Check and Police verification of employees on half yearly basis for September and March during the contract period.

### 15.7. Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

### 15.8. Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder 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 Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

#### 15.9. 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:

15.9.1. “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

15.9.2. “Fraudulent Practice” means a misrepresentation of facts in order to influence the 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.

#### **15.10. Authorized Signatory**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond 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/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### **15.11. Right to Reject Application**

Bank reserves the absolute and unconditional right to reject the response to this RFQ if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The application is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFQ document.
- It is not properly or duly signed.
- It is received through email / telex / telegram / fax
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFQ.
- There is any form of canvassing/lobbying/influence/query regarding short listing, status etc.

#### **15.12. Information Confidentiality**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Union Bank of India expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

#### **15.13. NON-DISCLOSURE INFORMATION**

The bidder shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the bidder in the performance of the work assigned to them. The bidder shall be required to sign a Non-Disclosure Agreement with the Bank

## 16. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFQ document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## 17. Instruction to Bidders for Bid submission(Lodgment of RFQ )

### 17.1. RFQ Response Details

One Set of bid documents (paper copies); containing Eligibility and Technical Proposals (each in separate sealed and super scribed envelopes); one (1) electronic copy (Microsoft Office 2010/2013 on CD) and one (1) electronic copy (Adobe .pdf noneditable / password protected on CD) must be submitted to Bank in Master Sealed envelope superscripted “Union Bank of India - RFQ - Managed Services for ATMs”.

It should be noted that in case of any discrepancy in the information submitted by the bidder in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves the right to accept or reject the same at its sole and absolute discretion.

The Bidder /s will submit an undertaking specifying that the Bidder /s have obtained all necessary statutory and obligatory permission to carry out project works, if any.

The responses are to be submitted, with appropriate labels, at the below mentioned address on or before the due date & time as specified. The responses / bids submitted anywhere else will be rejected.

Dy General Manager  
Union Bank of India,  
Digital Banking Department

Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010

In ALL cases:

- 17.1.1. Copies of the RFQ responses must be submitted on or before the aforementioned closing time.
- 17.1.2. Faxed or e-mailed copies of any submission are not acceptable and will be rejected by the Bank.
- 17.1.3. All separate copies of RFQ submission and attachments must be provided in sealed envelopes or satchels marked confidential.
- 17.1.4. All pages of the Offers needs to contain page number (in 'Page No. 1 of X' format), with the Seal and Sign of the authorized signatory.
- 17.1.5. Only one response shall be accepted from one Bidder. In case Bidder is submitting more than one response, all the responses submitted by the Bidder shall be disqualified.
- 17.1.6. If back end connections regarding cartelization etc is found at any stage during or after the process, all such bids will be cancelled for those bidders and they would be blacklisted from participating in Bank's any future RFQ, RFQ, Tender etc.

## 17.2. RFQ Response Submission Details

The offer will be in three parts - i) Integrity Pact and EMD amount, ii) Eligibility Proposal for Union Bank of India - RFQ - ATM Managed Service and iii) Technical Proposal for Union Bank of India - RFQ - ATM Managed Service, and the proposal from the Bidder should be valid for a period of 180 days from the date of RFP. The covers should also indicate name and address of the vendor submitting the offers:

NAME .....

E-MAIL ADDRESS.....

CONTACT NUMBER .....

on the top of the envelopes containing the Eligibility and Technical Proposals. These separate sealed envelopes should be put together in the sealed master envelope super-scribing “Prequalification Proposals for Union Bank of India - RFQ - ATM Managed Services”.

The response should be organized in order and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.

Tenders through post / courier will not be entertained.

Please note that in following cases Bank may reject the Responses from the Bidder /s:

- I. Submission of responses after the Time stipulated in this RFQ Document.
- II. Misleading / incomplete information.
- III. Response submission without bidder’s Name.
- IV. Submission of improper Documentation.
- V. Envelopes are not in order as directed in this document
- VI. Submission of more than one bids by the same bidder, promoters in the same name or different entity.

The covers should be addressed to the  
Dy General Manager

Union Bank of India,  
Digital Banking Department  
Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010

### 17.3. Eligibility Proposal

The eligibility proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)
2. Eligibility proposal as per Checklist given in Section H in hard copy.
3. All copies of certificates, documentary proofs etc.

The Eligibility proposal must contain:

1. Covering letter on the prescribed format ([Compliance Certificate](#)) as per Annexure1
2. Eligibility Proposal in the prescribed format / template as per Annexure-2, Annexure3, Annexure -4 .
3. Supporting documents / certificates etc.
4. Annexure-5 - Pre Contract Integrity Pact
5. Annexure-6 - Conformity with Hardcopy letter
6. Annexure-7 - Conformity Letter
7. Annexure -19 - Declaration/Undertaking from Bidder



8. Copy of the response document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
9. One Compact Disk (CD) containing the soft copy and the scanned copies of credential letters / Purchase orders / supporting documents as mentioned in section 6.2 - RFQ response details.

#### 17.4. Technical Proposal

The Technical Proposal should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the technical details in the prescribed formats duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of technical details. The Technical Proposal must be submitted in an organized and structured manner. No brochures / leaflets etc. should be submitted in loose form.

The technical proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)
2. Technical proposal as per Checklist given in **Section J** in hard copy.
3. All copies of certificates, documentary proofs etc.

The Technical Proposal should comprise of following:

1. Cover Letter for Technical Proposal – **Annexure-8**
2. Experience of ATMs / CDs managed & operational as per **Annexure-09**
3. Details of Office/Branch/Service Centre – **Annexure-10**
4. Details of Solutions used for Management Centre – **Annexure-12**
5. Technical Evaluation Matrix for MS Vendor- **Annexure-13**
6. Certificate of Local content- **Annexure-15**
7. Confidentially/Non-disclosure agreement format- **Annexure- 16**
8. Restriction of Procurement due to National Security-Annexure-17
9. Undertaking of information Security-**Annexure-18**
10. Declaration/Undertaking from Bidder –**Annexure-19**
11. Declarations/ Undertaking- Outsourcing Activities-Annexure-20

The technical proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)
2. All copies of certificates, documentary proofs etc.



## Table of Contents

### Application to contain the following Checklist and Annexure (Section-H)

S. No.	Section Heading	Performa Given
<b>Eligibility response envelope to contain the following</b>		
1.	Compliance Certificate	Annexure-1
2.	Compliance of Eligibility Criteria	Annexure-2
3.	Company Profile	Annexure-3
4.	Details of Service Centres	Annexure-4
5.	Availability of Service Centres	Annexure-5
6.	Soft copies of all the Items as listed above (S. No. 2 to 5) with respective supportive documents	Applicant to Provide
7.	Pre Contract Integrity Pact	Annexure-6
8.	Conformity with Hardcopy Letter	Annexure-7
9.	Conformity Letter	Annexure-8
10.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to Provide
11.	Declaration/Undertaking from Bidder	Annexure-22

### Technical Evaluation Metrics (section-J)

S. No.	Section Heading	Performa Given
<b>Technical Proposal envelope to contain the following</b>		
1.	Executive Summary	Bidder to Provide
2.	Cover Letter for Technical Proposal	Annexure-9
3.	Experience (ATMs / CDs)	Annexure-10

4.	Details of Office/Branch/Service Centre	Annexure-11
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5.	Management Centre Details	Annexure-13
6	Details of Solutions used for Management Centre	Annexure-14
7	Technical Evaluation Matrix for MS Vendor	Annexure-17
8	Certificate of Local content	Annexure-18
9	Confidentially/Non-disclosure agreement format	Annexure-19
13	Letter from OEM	The Bidder also should submit a certificate / letter from OEM of the Hardware/Software that the proposed Architecture, Hardware, OS, Application Software, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation of Managed Services in ATMs
	Restriction of Procurement due to National Security-Annexure	Annexure-20
	Undertaking of information Security	Annexure-21
	Declarations/ Undertaking- Outsourcing Activities	Annexure-23
14	Soft copies of all the Items as listed above (S. No. 2 to 13) with respective supportive documents	Bidder to Provide

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Date:

Email and Phone #

Address

## Annexure 01 - Compliance Certificate

[Company letter Head]

To,

Date:

**Dy General Manager**  
Union Bank of India,  
Digital Banking Department,  
Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010

Dear Sir,

Re: **Covering letter/Compliance Certificate for .....Dated.....**

With reference to your .....Dated....., we, having examined the RFQ document and understood its contents, hereby submit our Application for the aforesaid project. The Application is unconditional and unqualified.

1. All information provided in the Application and in the attached documents is true and correct and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for End to End Deployment of ATMs including Managed Services & TIS to be deployed by Bank in future.
3. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. We acknowledge the right of the Bank to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. We declare that:
  - (a) We have examined and have no reservations to the RFQ document, including any Addendum issued by the Bank.

- (b) We do not have any conflict of interest in accordance with Clauses mentioned in this RFQ document; and
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and we will strictly observe the Laws against Fraud and Corruption in force in India namely “Prevention of Corruption Act, 1988” and that using any type of influence shall be a disqualification for participating in the bidding process.
7. We understand that Bank may cancel the Bidding Process at any time and that the Bank is neither bound to accept any Application nor to invite the Applicants to Bid for this RFQ, without incurring any liability to the Applicants.
  8. We hereby declare that we have not been barred / black-listed by any Regulatory / Statutory Authority and we have the necessary powers and all statutory approvals required, permissions, licenses and certificates to be appointed as a service provider and the same are still valid and subsisting.
  9. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
  10. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Bank of the same immediately.
  11. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection / Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  12. We agree and undertake to abide by all the terms and conditions of the RFQ document.

In witness thereof, we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Seal & Signature of the authorized signatory:

Name:

Designation:

Date:

## Annexure-2 Eligibility Criteria Compliance to be directly met by the Bidder

### Compliance of Eligibility Criteria

S No	Eligibility Criteria	Compliance Yes/ No	Document to Furnish	Document Details
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure 06 on plain paper in advance (not prior to issuance of RFQ) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.		Integrity Pact as per <a href="#">Annexure-05</a> is to be submitted.	Integrity Pact to be submitted.
1	Bidder should be a registered company incorporated in India under companies act 1956/2013.		Certificate of Incorporation	Section No - Page No - (Please highlight the key attribute using a colored highlighting Pen)
2	Bidder should have provided ATM Managed services for at least 2000 ATMs/CRMs/BNAs in India for single scheduled commercial bank at least one year at any time during last three year from the date of submission of bids. The managed services provided should include all the below mentioned services.(Purchase orders/SLA/ Bank certificate to be attached); 1. ATM Help Desk, Remote Monitoring of ATM Network, First Line Maintenance (FLM) services and incident Management. 2. Cash Management & Replenishment. 3. EJ Pulling activities. 4. Content distribution services. 5. House keeping.		Copy of the order / letters, satisfaction certificate from Banks	Section No - Page No - (Please highlight the key attribute using a colored highlighting Pen)

3	The bidder should have owned operated Managed service centre situated in India either in own premises or managed premises, which should have been in operation for at least 3 years. The management centre should have Disaster Recovery and Business Continuity Plan in place. If bank expand the ATM network, vendor infrastructure should have the established to take additional ATM of around 2500 in 60:40 ratio for L1 & L2 successful bidders.L2 should match the price of L1		Details of the Managed Service centre and tool with complete details and complete address	Section No - Page No - (Please highlight the key attribute using a colored highlighting Pen)
4	Bidder should have valid ongoing ATM Managed services contracts minimum for 4800 ATMs and cash replenishment services contracts minimum for 1500 ATMs for at least one year during at any time during the last three year (01.02.2022) for banks put together including capex and Opex ATMs		Copy of the order from Banks& letter from the bank clearly stating that the services are satisfactory.	Section No - Page No - (Please highlight the key attribute using a colored highlighting Pen)
5	Bidder should be an operating profit making company in three financial years in 2018-19, 2019-20 and 2020-21.		Audited Financial Statements	Section No - Page No - (Please highlight the key attribute using a colored highlighting Pen)
6	The Bidder should have 24X7 Machine support centre in India with help line number and Managed Services infrastructure pan-India in at least 100 of the 125 locations identified by the bank including all the State Capitals in India as mentioned in the list to provide support. Bidder should be able to provide support to Bank's Machines & cash replenishment		As per Annexure -5	Section No - Page No - (Please highlight the key attribute using a colored highlighting Pen)

	services at all the locations within Pan India.			
7	Bidder should have minimum turnover of Rs. 275 crores in the previous three financial year i.e. 2018-19, 2019-20 and 2020-21 in each year		Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY FY 2018-19, FY 2019-20 and 2020-21 along with complete Auditor's certificate / qualifications.	Section No - Page No - (Please highlight the key attribute using a colored highlighting Pen)

12.	The Bidder / Support Vendor should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of THREE years preceding the date of RFQ/RFQ. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.			Undertaking
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8	<p>The Bidder must have positive minimum 100 crores Net Worth as on 31.03.2021.</p> <p>Net worth is to be calculated as follows -</p> <p>Capital Funds (Paid up equity capital + Paid up preference capital + Free reserves) - (Accumulated balance of loss + Balance of deferred revenue expenditure + intangible assets+ fictitious assets like preliminary expense).</p>		<p>Audited Financial Statements (Balance Sheet &amp; Profit &amp; Loss statement) for the FY 2017-18, FY 2018-19 and FY 2019-20 along with complete Auditor's certificate / qualifications.</p>	<p>Section No -</p> <p>Page No -</p> <p>(Please highlight the key attribute using a colored highlighting Pen)</p>
9	<p>The Bidder should have its 24x7 operated Remote Management Centre office in India either in own premises or managed premises.</p>		<p>Bidder to provide details of the location and to facilitate visit of Bank officials to the site.</p>	<p>Section No -</p> <p>Page No -</p> <p>(Please highlight the key attribute using a colored highlighting Pen)</p>
10	<p>The Bidder /s must have Machine monitoring system, which will be provided to the Bank to monitor the functionalities of the Machine from the Bank's Head Office, Zonal/Regional Offices and any of the office of the Bank in India.</p>		<p>Machine Monitoring system: User Manual containing screen shots of the solution to be provided</p>	<p>Section No -</p> <p>Page No -</p> <p>(Please highlight the key attribute using a colored highlighting Pen)</p>
11	<p>The Bidder should have an operational DR site with 100 percent replica of DC site (apart from DC site) situated in different seismic zones in India and a Business Continuity Plan (BCP) in place to ensure that the Bank's data is not lost or Bank's operations are not affected in case of worst situation like disaster, calamity etc</p>		<p>DR site: Bidder to provide details of the location and facilitate visit of Bank officials to the site.</p> <p>BCP: Copy of BCP to be attached</p>	<p>Section No -</p> <p>Page No -</p> <p>(Please highlight the key attribute using a colored highlighting Pen)</p>



13.	The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/judgment passed by the Court/Forum as on date of submission of the tender, otherwise the bid will not be considered. It is further clarified that any interim stay order passed by any Court/Forum in favour of bidder against its blacklisting shall not be considered by Bank as the bidder having satisfied/fulfilling the eligibility criteria under this clause		Undertaking
14.	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Support Vendor /Suppliers / Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit an “Integrity Pact” (as per ANNEXURE-6) on non judicial stamp paper of requisite value.		“Integrity Pact” as per Annexure 6 on non judicial stamp paper of Rs. 200/-

Seal & Signature of the authorized signatory:

Name:

Designation:

Date:

## Annexure 03 - Company Profile

### Company Profile

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S. No	Item	Details	Document Submitted (Please mention section and page number and highlight the key attribute)
1	Name of Company		
2	Postal Address		
3	Physical address of the Main office		
4	Physical address of the Data Centre		
5	Physical address of the Disaster Recovery Centre		
6	Telephone and Fax numbers		
7	Constitution of the Company :		
8	Company Registration Number (Please submit Registration Certificate)		
9	Name and designation of the person authorized to make commitments to the Bank		
10	Mobile, Telephone, E-mail Address of the person authorized to make commitments		
11	Whether any of the family members of Directors / Majority shareholder / Authorized signatory working with the Bank	If yes, please provide detail	
12	Year of commencement of Business		
13	Sales Tax Number		

14	Income Tax Number / PAN Number		
14a	GST Number		
15	Brief Description of after sales service facilities available with the Company		
16	Income Tax Clearance Certificate		
17	Copies of Income Tax Returns filed during last 3 years.		
18	Copies of the Audited Balance Sheet and Profit & Loss Statement for FY 2017-18, FY 2018-19 and FY 2019-20		
19	Average turnover of last 3 year's period from ATM and Cash Recycler business. (Please submit Auditor Certificate if not clear from Audited Balance Sheet.		

Seal & Signature of the authorized signatory:

Name:

Designation:

Date:

#### Annexure 04 - Details of Service Centre

Name of the Bidder \_\_\_\_\_

S No	City	Own or Franchise	Postal Address	Contact numbers	Brief Description	No. of Engineer	Avg. Response Time
1							
2							
3							
4							

5							
6							
7							
...							

Seal & Signature of the authorized signatory:

Name:

Designation:

Date:

## Annexure 05 - Pre Contract Integrity Pact

### PRE CONTRACT INTEGRITY PACT

Tender Ref. No. : .....

#### Integrity Pact

1. Whereas Union Bank of India having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, India- 400 021 acting through its .....Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.), hereinafter referred to as Stores and / or Services.

And

M/s....., represented by....., Chief Executive Officer (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

- 3.1. Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc of.....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).
- 3.2. 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:-
- 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.
  - 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 Bidder(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.
  - 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 himself 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.
- 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.
  - 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.
  - 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 contained or transmitted electronically.
  - 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

## 6. Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or 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/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 RFQ / 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 or 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.

## **7. Previous Transgression**

- 7.1. 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/ Sellers' exclusion from the tender process.
- 7.2. 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.

## **8. 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 behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **9. Sanctions for Violation**

- 9.1. 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.

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

## 10. Compensation for Damages

- 10.1. 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.
- 10.2. 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.

## 11. 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 or Coal India Ltd and its subsidiaries 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.”

## 12. Independent External Monitor(s)

- 12.1. 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 RFQ).
- 12.2. 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.
- 12.3. The Bidder(s) / seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

- 12.4. 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.
- 12.5. 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.
- 12.6. The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank of India, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

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

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

### **14. Other Legal Actions**

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

### **15. Integrity Pact Duration**

- 15.1. This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.
- 15.2. 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, Union Bank of India.
- 15.3. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

### **16. Other Provisions**

- 16.1. Changes and supplements need to be made in writing. Side agreements have not been made.
- 16.2. The Bidder(s)/Seller(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.

- 16.3. In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 16.4. Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process.
17. This Integrity Pact is signed with Union Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
18. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

BIDDER\* / SELLER\*

Signature:

Signature:

General Manager/ Asst.Gen.Manger,

Authorized Signatory (\*)

Union Bank of India,  
.....Division

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

- (\*) - Authorized signatory of the company who has also signed and submitted the main bid.
1. \_\_\_\_\_ 2. \_\_\_\_\_

**Annexure 06 - Conformity with Hardcopy Letter**

*Annexure-7*

**Conformity with Hardcopy Letter**

(to be given by the Bidder participating in the RFQ on their official letter heads)

**Dy General Manager**  
Union Bank of India,  
Digital Banking Department,  
Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010  
Sir,

### Sub: RFQ for ATM Managed Services

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

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

Yours faithfully,

Authorized Signatory  
Name:  
Designation:  
Bidder's Corporate Name  
Address  
Phone #  
E-mail

### Annexure 07 - Conformity Letter

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

Annexure-8

### Conformity Letter

Dy General Manager  
Union Bank of India,  
Digital Banking Department,  
Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010

Sir,

## Sub: RFQ for ATM Managed Services

Further to our proposal dated ..... in response to the Request for Qualification (Bank's response No. hereinafter referred to as "RFQ") issued by Union Bank of India ("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 RFQ and the related addendums and other documents including the changes made to the original response documents issued by the Bank shall form a valid and binding part of the aforesaid RFQ document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Phone #

E-mail

### Annexure 08 - Cover Letter for Technical Proposal

[Company Letter Head]

#### Cover Letter for Technical Proposal

Dy General Manager  
Union Bank of India,  
Digital Banking Department,  
Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010

Dear Sir,

1. Having examined the RFQ Document, the receipt of which is hereby duly acknowledged, we, the undersigned offer to Manage, Supply, Deliver, Implement and Commission ALL the items mentioned in the 'Request for Qualification' and

- the other schedules of requirements and services for your Bank in conformity with the said RFQ Documents.
2. We agree to abide by this Offer for 180 days from date of opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
  3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
  4. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".  
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
    - i. Name and Address of the Agent ii. Amount and Currency in which Commission paid / payable
    - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
  5. We undertake to ensure that in case of installation against replacement, the Hard Disk Drive of the ATM/ CD being replaced, will be handed over to the Branch Manager / his representative and this will be recorded in the Installation Report to be signed by our representative and the Bank. I / We also give an undertaking that the integrity of the data on the Hard Disk will not be compromised and put to any misuse, causing financial / reputational loss to the Bank.
  6. We give an undertaking that disposal process of the old ATMs / CDs will be handled properly with a view to protecting the environment, reducing pollution by toxic gases / green house emissions and other non-biodegradable substances caused by e-waste disposal.
  7. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Authorized Signatory  
(Name: Contact Person, Phone No., Fax, E-mail)

## Annexure 09- Reference Site Details

### Annexure-10

	Reference 1	Reference 2
Name of the Bank		
Address of the Bank		



Contact Details (At least two contacts are to be provided for each reference)		
Contact 1 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Contact 2 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
MS Centre interfaced with ATM Switch		
No. of ATMs under Managed Service		
No. of ATMs under Cash Replenishment Services		
Satisfaction level for ATMs Managed Services and Cash Replenishment services		
Satisfaction level of EJ pulling status of ATMs under MS		

## Annexure 10 - Details of Office/Branches/Service Centers

### A. Service centre detail of the Bidder

Sr. No	Place	Owned Franchise /	Postal Address	Contact Numbers including Name of in charge and his contact details	Service Facilities available, please describe	Number of service Engineers

#### B. Management Centre details of the Bidder

Sr. No.	Item	Existing Details	Details of Additional requirements necessary for undertaking proposed
1	Management Centre Operational since		
2	No of ATMs, the management centre is designed to support		
3	Number of banks for whom management service have been undertaken (mentioned names of the banks and number of ATMs managed -		
4	No of banks for whom MS presently being undertaken (mention names of the banks and number of ATMs under management )		
5	Number of personal employed on full time basis for management centre activities		
6	Number of own / part time employees if any		
7	Number of shifts in 24 hours period		

8	Substitution arrangement in case of emergencies		
9	Number of own employees details for each major services at the management activities		
	- Incident Management System		
	- Remote Enterprise Management System		
	- Cash Management		
	- Help Desk		
	- Management of Subcontractors for FLM, consumables, cleaning, cash replenishment, Deposit pick up		
	- Supervisors		
	- Managers		
	- Total Number of skilled employees		

**C. Details of Managed Services currently undertaken by the Bidder (Bank-wise: Please attach separate sheets for each Bank)**

Sl. No.	Item	(Yes/No)
1.	Supply of ATMs	
2.	Supply of Site Infrastructure Equipments	
3.	Site Preparation	
4.	AMC of ATM / CD	
5.	AMC of Site Infrastructure Equipments	
6.	Managed Services for ATM operations	
	a) CD Management Centre Infrastructure Including Data Security Systems	
	b) Incident Management	
	c) CD Monitoring	
	d) Help Desk	
	e) Consumable Management	

	f) MIS and Settlement Reports	
	g) ATM Single Point of Contact	
	h) Software Distribution from Management Centre	
	i) Cash Forecasting	
	j) Escalation	
7.	Disaster Recovery Site for Managed Services	
8.	Field Level Services	
	a) First Line Maintenance	
	b) Site Maintenance	
	c) Consumables Replenishment	
	d) Deposit Pickup	
	e) Cash Replenishment	

Place.

AUTHORISED SIGNATORY

Date.

Name & Designation.

## Annexure 11 - - Format for Queries of RFQ

Queries on the Eligibility Criteria, Scope of work, Terms & Conditions etc provided

Vendors have to provide their queries on Eligibility Criteria, Scope of work, Terms & conditions etc. Vendors are requested to categorize queries under appropriate headings such as those pertaining to eligibility criteria, scope of work, terms & conditions etc. Vendors are also requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below:

Sl no.	Page #	Point /Section #	Clarification point as stated in the tender document	Queries/Suggestion /Deviation
1.				
2.				
3.				

4.				
5.				
6.				
7.				
8.				
9.				
10.				

Place.

AUTHORISED SIGNATORY

Date.

Name & Designation.

#### Annexure 12 - Details of Solutions used for Management Centre

	Item	System Details	Documentation provided (Y/N)
	ATM Event / Incident Management Should comply to all the points mentioned in the RFQ		
	Monitoring and Asset Tracking condition of ATM equipment Should comply to all the points mentioned in the RFQ		
	Cash Optimization and Management Should comply to all the points mentioned in the RFQ		

	<p>Consumables monitoring and Management Should comply to all the points mentioned in the RFQ</p>		
	<p>Help Desk System: Should support Bank's ATMs/BNAs of different brands and models. Implement a system which should be auto driven and capable of identifying faults proactively on real time basis and initiate resolution process.</p> <p>Assign Ticket number on fault detection, update the ticket and escalate respective teams as per escalation matrix. On resolution of the fault, close the ticket</p> <p>All Tickets are to be tracked through an automated process and wherever tickets could not be resolved as per the agreed time lines, are to be escalated for early resolution</p> <p>Ticket history must be maintained for a minimum period of one Year Triggering alarm on incidents of unusual nature like tampering by untoward elements, supervisory activities at un-usual times other than the pre-defined times etc., are to be brought to the notice of the concerned authority.</p> <p>Automatic monitoring of exceeding level of thresholds to pre-empt Problems like - Dispenser failure - PIN failure - Card reader misreading - Communications failure - Journal printer failure</p> <p>24*7*365 Help Desk with Toll free number to report ATM/BNA related problems Should comply to all the points mentioned in the RFQ</p>		
	<p>Content Management Services: Bank provides list file/files as and when the same are to be loaded to the specified locations in ATMs/CRMs. I .Bidder to copy files provided by the Bank to the specified directory locations in the ATMs/CRMs.</p> <p>II. File loading activity is to be initiated as per the instructions of the Bank.</p> <p>III. Software should have ability to manage and support multi brands ATMs/CRMs. There shouldn't be any additional charge for monitoring/managing new make of ATMs/CRMs.</p> <p>IV. Software should be capable to screen changes dynamically.</p>		

	<p>V. Software should be able to initiate and control advertising campaign.</p> <p>VI. Any other requirements related to content management from time to time.</p> <p>Should comply to all the points mentioned in the RFQ</p>		
	<p>Remote enterprise management, including management of all other services connected with ATM network, e.g., communication and cash replenishment services</p> <p>Should comply to all the points mentioned in the RFQ</p>		
	<p>Software / Screen distribution through certified 3rd party agent viz. Novadigm / SDMS / Infobase/IqESD/Radia/Tranxite etc including Electronic Journal pulling operations</p> <p>Should comply to all the points mentioned in the RFQ</p>		
	<p>Bank has warranty/AMC arrangements with regard to the various equipment deployed at the sites like ATM/BNA, Air conditioners, UPS Systems etc. Once, problem with the concerned equipment is identified and that the same does not fall under the purview of the First Level Maintenance, the equipment has to be brought under the purview of the incidence management services. Bank will be providing the contact details of such Vendors and the Bidder given this activity must co-ordinate and resolve the issue. A report of such activity (Date and Time Problem reported and the date and Time of the problem resolved) needs to be provided to the Bank</p>		
	<p>Bidder to have remote diagnostic tool to clear any errors in ATMs/CRMs.</p> <p>Alerts to be provided in the form of mobile/e-mail notifications for supply low cash/JP &amp; RP</p> <p>Analyzing ATMs/CRMs machine performance and suggesting improvement.</p>		



	The solution of monitoring the software for security should be managed from a central point of management and should work with any standard ATM agent monitoring solution.		
	Should have remote diagnostic agent to diagnose problems with the machine including, but not limited to part failure. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided mandatorily at no extra cost to the bank		

#### Annexure-13- TECHNICAL EVOLUTION MATRIX FOR MS VENDOR

Sr. No.	Criteria	Maximum Marks	Marks Allotted	
1	Visit to Managed Services Center ( The Bank will inspect the followings: 1.Extra Capacity availability and access control 2.Processes, viz. call logging escalation and resolutions 3.Automation level, viz. mails, SMS and FLM 4.EJ pulling and screen pushing capabilities 5.Monitoring of terminal security software	10		(Each facility will have 2 marks)
2	1.Use of Technology in monitoring of the ATM and Managed Services.* 2.Availability of Dedicated toll free no.,Live DR site, 3.End to end cash reconciliation capabilities 4.Housekeeping service.	20		(Each facility will have 5 marks)
3	Number of schedule Banks to whom ATM Managed services are being provided as on 31.03.2021	10		One Bank 2 marks
4	Number of ATMs under ATM Managed Services	20		250 ATMs 1 mark
5	Number of Banks to whom ATM Cash Replenishment services are being provided as on 31.03.2017(Only PSU and other	10		One Bank 2 marks

	Banks having more than 500 ATMs as of 31.03.2021)			
6	Number of ATMs under Cash Replenishment Services	10		100 ATMs 1 mark
7	Bank visit team feedback on ATM site	10		As per the feedback received from Banks.
8	Feedback from Banks on M S Services provided by bidder	10		As per the feedback received from Banks.
	Total Marks	100		

#### Annexure-14-(Information Security Certificate)

**Information Security Certificate**  
 (This certificate is to be rendered on Letterhead of the bidder)

(To be included in Technical Bid)

This is to certify that-

1. Hardware and the software being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware etc. that would:-
  - (a) Obstruct the desired and the designed function of hardware/ software.
  - (b) Cause physical damage to the user or their equipment during the usage of the equipment.

- (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
- (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
- 2. There are no Trojans, viruses, worms, spywares or any malicious software of such kind on the system and in the software developed and supplied.
- 3. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Vendor's Corporate Name**

**Address**

**Email and Phone #**

#### **Annexure 15 - Certificate of Local Content**

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.)

Date:

To,  
The General Manager,  
Union Bank of India  
Digital Banking Department  
Mercantile House, 708,  
Magazine Street Marg  
Mumbai-400010

Dear Sir,

Ref.: RFQ No.: \_\_\_\_\_ Dated: \_\_\_\_\_

1. This is to certify that proposed \_\_\_\_\_ <product details> is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFQ.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 - Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.

Signature of Statutory Auditor/ Cost Auditor  
 Registration Number:  
 Seal

Counter-signed:

Bidder

OEM

#### Annexure 16 - Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_ day of 2021, and shall be deemed to have become in full force and effect from \_\_\_\_\_ (the “Effective Date”).

BY and between M/s. \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (hereinafter referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Union Bank of India, a corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Union Bank Bhavan, VidhanBhavan Marg, Nariman Point, Mumbai - 400021 (hereinafter referred to as “Union Bank of

India” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

**WHEREAS:-**

- i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
- ii. Union Bank of India has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to \_\_\_\_\_ ” (“the Purpose”) as more particularly described in Purchase Order no , issued by Union Bank of India in favor of M/s.-----  
-----.

**NOW THIS AGREEMENT WITNESS:**

**1. Interpretation**

In this Agreement “**Confidential Information**” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

**2. Confidentiality:**

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor:

- I. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

### **3. Return or Destruction:**

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

### **4. Permitted Disclosure:**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

### **5. Ownership of Information:**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

### **6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

### **7. Remedies and Relief:**



The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

#### **8. No Assignment**

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

#### **9. Severability**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

#### **10. Delay or Waiver**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **11. Notices**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

#### **12. Term**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of ----- years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

### 13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

### 14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

### 15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

### 16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

### 17. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

Signed and delivered by

M/s \_\_\_\_\_

Signed and delivered by

Union Bank of India

Signed by:

Name .....

Title .....

in the presence of

.....

Signed by:

Name .....

Title .....

in the presence of

.....

## Annexure 17- Restriction on Procurement due to National Security

*(This Certificate should be submitted on the letterhead of the bidder as well as the OEM / Manufacturer duly signed by an authorized signatory )*

Date:

To,  
 Dy General Manager  
 Union Bank of India,  
 Digital Banking Department,  
 Mercantile House, 708,  
 Magazine Street Marg,  
 Mumbai-400010

Dear Sir,

Ref.: RFQ No.: \_\_\_\_\_ Dated: \_\_\_\_\_

1. "I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by competent authority shall be attached.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

#### Annexure 18- Undertaking of Information Security

*(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)*

Place:

Date:

To:

The General Manager,  
Union Bank of India,  
Digital Banking Department,  
Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010

Sir,  
**Subject: Your RFQ for ATM Managed Services**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address Email and Phone #

#### **Annexure 19- Declaration/Undertaking from Bidder**

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-

PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

To

Union Bank of India,  
Digital Banking Department,  
Mercantile House, 708,  
Magazine Street Marg,  
Mumbai-400010

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm ~~whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----

----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFQ and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFQ and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFQ and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after. having read and understood the terms of RFQ and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2. ....

## Annexure 20 - Declaration/Undertaking from Bidder for outsourcing activities

### Format of Declarations/ Undertaking

To, (Designation), (Name of Department), Union Bank of India, (Address)

Sub: Outsourcing Activities- Due Diligence and Police Verification of Our Employees

Dear Sirs,

We, M/s. \_\_\_\_\_ on (date) have entered into an agreement with Union Bank of India for providing services of \_\_\_\_\_ .

As per the clause no \_\_\_\_\_ of the aforesaid agreement we have unconditionally agreed to exercise due diligence and engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for offering the services under the said contract.

We hereby give an undertaking/confirmation that a proper due diligence and police verification of our employees, engaged for offering the services have been conducted by us as per the clause no \_\_\_\_\_ of the agreement.

Place : Date :

for and on behalf of

M/s. \_\_\_\_\_

XXXXXXXXXXXXXXXXX END OF DOCUMENT XXXXXXXXXXXXXXXXXXXX