



Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB

Union Bank of India, Information Technology

1/1A, Adi Shankaracharya Marg,

Opp. Powai Lake, Powai, Andheri East, Mumbai - 400072

Disclaimer

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP 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 RFP 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 RFP 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 RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP 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 RFP 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 RFP. 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 RFP.

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 received or opened 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. Pay Earnest Money Deposit (i.e EMD) through Demand Draft (i.e DD)/Bank Guarantee(BG) and upload the scan copy in the website.
4. Upload supporting documents by clicking “Mapped Documents”. Then submit the tender. Take a print screen of “Bid successfully submitted” message for reference.
5. Primary Contact Numbers:-+91-9081000427, 9904406300, email id: support@procuretiger.com
6. Alternate Contact No.:- Mr. Nandan Valera :- 079-68136809/6815/6824, M:9081000427, nandan.v@eptl.in.
7. System requirement for online bid submission:
 - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
 - b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
8. 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 except Bid Security (EMD) and Pre-Contract Integrity Pact (on plain paper) signed by authorized signatory and should be submitted on or before last date & time of bid submission.

Abbreviations

The long form of some abbreviations commonly used in the document is given below:

SN	Abbreviations	Description
1	Bank/ Purchaser/ Union Bank	Reference to the “the Bank”, “Bank” and “Purchaser” Shall be determined in context and may mean without limitation “Union Bank of India, i.e. amalgamated entity consisting of Union Bank of India, erstwhile Corporation Bank (eCB) and erstwhile Andhra Bank (eAB) combined and it’s Foreign Offices, Foreign Subsidiaries and Domestic Subsidiaries”.
2	BFSI	Banking, Financial Services and Insurance
3	BG	Bank Guarantee
4	Bidder/ Service Provider/ System Integrator	An eligible entity/ firm submitting a Proposal/ Bid in response to this RFP.
5	IIBMB	India International Bank (Malaysia), Berhad
6	PBG	Performance Bank Guarantee
7	PO	Purchase Order
8	Project Cost	Project cost would be Licensing Cost/ Initial cost/ Onetime cost/ Fees/ Development Cost/ Installation cost/ Implementation and Commissioning cost/ Integration cost with Existing systems/ Customization cost/ Training cost/ Technical assistance.
9	Proposal/ Bid	The Bidder’s written reply or submission in response to this RFP.
10	PSB	Public Sector Bank
11	PSU	Public Sector Undertaking
12	RFP	The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
13	SLA	Service Level Agreement
14	Supplier/ Contractor/ Vendor	Selected Bidder/ Service Provider/ System Integrator under this RFP.
15	TCO	Total Cost of Ownership
16	The Bank	Amalgamated entity i.e. consolidated entity consisting of Union Bank of India, erstwhile Andhra Bank (e-AB) and erstwhile Corporation Bank (e-CB) combined.
17	TO	Technical Offer
18	UBI or Union Bank	Union Bank of India (Pre-amalgamated Union Bank of India)

Schedule of Events & Bid Details

Ref. No. UBI/DIT/2021-22/49

Start Date& Time of issue of RFP/ Document Download	12.05.2022 at 11:00 Hours
Date and time of Online Prebid Meeting	18.05.2022 by 11:00 Hours
Last date and time for submission of query	19.05.2022 by 17:00 Hours
Last date and time of Downloading of RFP	02.06.2022 by 15:00 Hours
Last date and time for submission Of Bidding Document	02.06.2022 by 16:00 Hours
Date and Time of Technical Bid Opening	02.06.2022 by 16:15 Hours
Place of opening of Bids (Online)	Union Bank of India, Information Technology (5thFloor), 1/1 A, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Andheri (East), Mumbai-400072.
Address & Contact Numbers	As above Tel:(022) 25710507/528
Cost of RFP (Non-Refundable)	Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.1,500/- in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai for purchasing hardcopy from DIT.
Security Deposit/Earnest Money Deposit (EMD)	Rs.6,00,000/- (Rupees Six Lac Only) in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India and should be valid for 6 months from the date of bid submission with a claim period of 45 days.
Contact details	Interested Bidders are requested to send the email to: bhukya.sripriya@unionbankofindia.com sanjiiev@unionbankofindia.bank & smrithilals@unionbankofindia.bank containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.

Note: Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

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Union Bank of India

1. Introduction

Union Bank of India (hereinafter referred to as The Bank), is one of the leading Nationalized banks in India has its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, having Department of Information Technology at 1/1A, Adi Shankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072 and having a network of more than 9400 branches, 125 Regional Offices, 18 Zonal Offices and 11000 ATMs spread across the country. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc.

2. Adoption of 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 L](#) 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.

- a. Dr. Meeran Chadha Borwankar, IPS (Retd.)
E-mail- mcborwankar@gmail.com
- b. Smt. Bharathi Sivaswami Sihag, IAS (Retd.),
E-mail- bsihag@hotmail.com

3. Project Overview & Objectives of the RFP

Union Bank of India has recently acquired 100% stake in India International Bank (Malaysia), Berhad [IIBMB] and is looking forward to engage IT consultant to study the IT and security Infrastructure requirements, regulatory requirements, procurement guidelines and provide detailed roadmap for technology upgrade and implementation of the same until completion.

A key component is smooth upgrade of entire IT Landscape of IIBMB. The service provider is expected to guide the Bank in upgrade execution and implementation of

the IT infrastructure setup (IT hardware, applications, network) activities across all business functions, internal and customer facing applications.

The service provider is also required to study the cybersecurity guidelines, access the existing security architecture / controls and prepare the future state security architecture and implementation of the future state architecture until completion.

To achieve and sustain the continuous growth, it is imperative that consultant proposes this strategy, enriching it with a digital layer across the dimensions of business & operational processes, people and information technology aimed at clearly defining a scalable, flexible and efficient operating model while simultaneously managing risks and meeting security and compliance requirements.

The approach should be cognizant of the expected business volumes and architecture shall be scalable.

Objectives

- 3.1 Assessment of the existing IT Landscape and consolidate & prepare future state IT Landscape and enterprise architecture of India International Bank (Malaysia)
- 3.2. Assessment of the existing security architecture/controls and prepare the future state security architecture.
- 3.3. Study the regulatory guidelines, Bank procurement guidelines of Malaysia and setting up the enterprise architecture in line with the regulatory requirements.
- 3.3. Study all the existing policies like IT policy, IT security policy and Cybersecurity policy and redefine the policies based on the regulatory guidelines.
- 3.4. Assessment of the existing applications with an objective of doing application rationalization and document the interfaces between the applications.
- 3.5. Suggesting the suitable model for creating the IT Infrastructure setup in Malaysia vis a vis in India by carrying out the Cost Benefit analysis and taking cognizance of various factors like Ease of doing business and Regulatory guidelines etc.
- 3.6. Program management - End to end application rationalization and infra upgrade until completion.
- 3.7. End to end implementation of future landscape solution submitted to bank.

Union Bank of India (hereinafter called as “UBI” or “Bank”) invites proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) for engaging consultant for IT infrastructure upgrade in India International Bank Malaysia (berhad)-IIBMB.

4. Definitions

- 4.1. ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Union Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 4.2. ‘RFP’ means this Request for Proposal prepared by Union Bank of India for engaging consultant for IT infrastructure upgrade in IIBMB.
- 4.3. ‘Bidder’ means a vendor submitting the proposal in response to this RFP.
- 4.4. ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 4.5. ‘Proposal’ means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.

5. Invitation of Tender Bids

This RFP is an invitation for bidder’s responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder’s risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

The RFP Document can be downloaded from Bank’s Website

www.unionbankofindia.co.in or from Government portal eprocure.gov.in or e-Procurement Portal ubi.abcprocure.com. The response should be uploaded online at the e-procurement Portal <https://ubi.abcprocure.com>.

6. Eligibility Criteria

6.1. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in [Annexure C](#). The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected. Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid.

Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

6.2 The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

6.3 Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.

7. Broad Scope of Work

Bank invites proposal from the interested service providers / IT Consultants to study the IT and security Infrastructure requirements, regulatory requirements, procurement guidelines of IIBMB and provide detailed roadmap for technology upgrade and implementation of the same until completion

Bidder is also expected to create a strategic technology upgradation road map followed by implementation until completion. The entire IT upgradation scope will be divided

majorly into three phases:

7.1 Design Phase

7.2 Implementation Phase

7.3 Handover / Support Phase

7.1. Design Phase:

During design phase, Bidder is expected to do assessment of the existing IT Landscape of the IIBMB with an aim to do consolidation & finalize future state IT Landscape and enterprise architecture. The Bidder is also expected to do detailed planning and present detailed future state IT Landscape and enterprise architecture.

7.1.1 Applications Strategy and Rationalization Plan:

Bidder is expected to cover scope as listed, but not limited to below activities, to ensure that the IT applications landscape of IIBMB has best-fit applications without redundancies to support the future business growth and expansion strategy.

For the ease of interpretation and further reference, the applications have been broadly classified into two categories:

Sr. No.	Category	Applications
1	Core Applications	Core Banking System (CBS), Cheque Truncation system, SWIFT, AML, IT Security, network applications, Middleware applications etc.
2	Ancillary / Non Core applications	Active Directory HRMS, e-mail, website, Office365 etc.

Note: Above is an indicative list of applications only.

Functional & Technical assessment of applications:

7.1.1.1. Study the complete application landscape of the IIBMB like Core Banking applications other business applications (CTS, SWIFT), regulatory applications, middleware (IBM WAS, Oracle WebLogic.) and other support applications (e-Mail, Corporate Website etc.) and covering all business lines of the Bank.

7.1.1.2. Identify the interoperability of all business applications with all major third-party

services and vice versa.

- 7.1.1.3. Determine all statutory, regulatory and ad hoc MIS (Management Information System) and EIS (Executive Information System) reports and its respective formats from various systems across all the applications
- 7.1.1.4. Understand the current transaction reconciliation procedures at EOD, BOD, EOM, EOQ and EOY levels and all related reports in all applications.
- 7.1.1.5. Perform detailed assessment of overlapping applications with an objective of doing application rationalization.
- 7.1.1.6. Study the interfaces between applications (Point to point connections, Middleware etc) and prepare blueprint for future Interfaces (APIs etc.)
- 7.1.1.7. Study and Identify areas where latest digital trends like Robotic Process Automation or any other Automation, Artificial intelligence etc. can be introduced. Suggest process flow for such automation. These should have been tested and implementable.
- 7.1.1.8. Provide transition plan / roadmap from standalone to consolidated application landscape without any disruption to the Banking Business.
- 7.1.1.9. Study all Outsourced applications (fully / partially) managed by 3rd party vendors.
- 7.1.1.10. Bidder need to coordinate with respective OEMs/SI/Vendor of various IT applications to study applications / IT infrastructure landscape. However, Bank will provide necessary assistance wherever feasible.

7.1.1.11. Deliverables:

Under this phase, Bidder need to provide the following deliverables but not limited to the below mentioned activities:

- 7.1.1.11.1 Prepare detailed roadmap for study, review and rationalization of application landscape with clearly defined activities, milestones, dependencies.
- 7.1.1.11.2 Current State Assessment (CSA) Document for all applications. Bank will provide sign off for all CSA document formats.

- 7.1.1.11.3 Delivery of Business Requirement Specification Document (BRD) includes solutions/ applications, configuration changes and reports required to be implemented on target system.
- 7.1.1.11.4 Complete Interface assessment report for all IT applications
- 7.1.1.11.5 Submission of the detailed future state application architecture in term of business capabilities, future applications and future state interfaces document.
- 7.1.1.11.5 Submit detailed Bill Of materials (BOM) of the future state application architecture and concerned vendor details, scope of services document to the bank to initiate the procurement process/onboarding the vendors
- 7.1.1.11.6 Application transition and migration plan to end state.
- 7.1.1.11.7 Consultant shall recommend the latest version of application available after carrying out a detailed analysis and document the same.

7.1.2 IT Infrastructure Strategy and upgradation Plan

Bidder is expected to cover scope as listed, but not limited to below activities, to ensure that the upgraded Infrastructure has the capability to support the future business growth and expansion strategy.

- 7.1.2.1. Prepare inventory of IT Infrastructure for IIBMB but not limited to below components of Data Centre, Near Site & Disaster Recovery sites/Branches/Other Offices of all bank.
 - 7.1.2.1.1 Servers (DC-DR, Near Site)
 - 7.1.2.1.2 Databases
 - 7.1.2.1.3 System Software
 - 7.1.2.1.4 Software license details
 - 7.1.2.1.5 All types of Storage and Back-up systems
 - 7.1.2.1.6 Network Infrastructure
 - 7.1.2.1.7 Virtualization Infrastructure if any
 - 7.1.2.1.8 IT Security & CSOC hardware and software components
 - 7.1.2.1.9 Other IT assets (any other Infra related Hardware, Software, Monitoring tools etc)
 - 7.1.2.1.10 Inventory details of all outsourced systems
- 7.1.2.2. Prepare the complete software license inventory - enterprise license, user-based license, server based etc and submit the details to the bank.
- 7.1.2.3. Perform detailed assessment of all IT Infrastructure components with an aim to do upgrade of the IT Infrastructure, but not limited to, below capabilities:

- 7.1.2.3.1 Availability
- 7.1.2.3.2 Scalability
- 7.1.2.3.3 Obsolescence
- 7.1.2.4.4 Standardization
- 7.1.2.5.5 Performance

7.1.2. 4. Undertake assessment of DC, DR and Near Site and propose recommendations on realignment of DC, DR and Near site. Analyze and suggest improvements in terms of

- 7.1.2.4.1 Space and cooling requirements
- 7.1.2.4.2 Power requirements
- 7.1.2. 4.3 Location analysis
- 7.1.2.4.4 Service Levels
- 7.1.2.4.5 Terms and Agreements.

7.1.2.5 Deliverables:

Under this phase, Bidder need to provide the following deliverables, but not limited to below mentioned activities:

- 7.1.2.5.1 Prepare detailed roadmap for study, review, and upgradation of IT Infrastructure with clearly defined activities, milestones, dependencies.
- 7.1.2.5.2 IT Infrastructure inventory report
- 7.1.2.5.3 Current state report covering Availability, Scalability, Obsolescence, Standardization, performance
- 7.1.2.5.4 Proposed target state IT infrastructure should be in-line with Industry best practices and should have enough provisions to support the future growth.
- 7.1.2.5.5 Prepare the BCP strategy for the entity with the aim to minimize the impact of any contingency on the Business operations.
- 7.1.2.5.6 capacity planning recommendations for infrastructure augmentation, in coordination with respective OEMs
- 7.1.2.5.7 Propose an optimized Infrastructure considering all technological advancements like Cloud etc. to provide highest level of performance in a cost-effective manner.
- 7.1.2.5.8 Submission of the detailed future state architecture to the bank.
- 7.1.2.5.8 Submit detailed Bill Of materials (BOM) of the future state architecture and concerned vendor details, scope of services document to the bank to initiate the procurement process/onboarding the vendors

7.1.3 Network upgrade Strategy and Plan

- 7.1.3.1. Study existing Network topology and complete network infrastructure including

all third-party interfaces (Both Public & Private) and redesign the Future State Network architecture.

7.1.3.2. Deliverables:

Under this phase, Bidder need to provide the following deliverables, but not limited to below mentioned activities:

7.1.3.2.1 Current State Assessment (CSA) Document of network architecture. Bank will provide sign off for CSA document.

7.1.3.2.2 Perform detailed assessment of all network infrastructure components with an aim to do upgrade of the network Infrastructure, but not limited to, below capabilities:

7.1.3.2.2.1 Availability

7.1.3.2.2.2 Scalability

7.1.3.2.2.3 Obsolescence

7.1.3.2.2.4 Standardization

7.1.3.2.2.5 Performance

7.1.3.2.3 Redesign Network Architecture Secure Data Centre Connectivity as per the business requirement of the Bank for branches & offices in final stage.

7.1.3.2.4 Submission of the detailed future state network architecture.

7.1.3.2.4 Submit detailed Bill Of materials (BOM) of the future state architecture and concerned vendor details, scope of services document to the bank to initiate the procurement process/onboarding the vendors

7.1.4 Information / Cyber Security Strategy and Plan

Bidder is expected to cover scope as listed, but not limited to below activities, to ensure best in class information security architecture compliant with regulatory standards.

7.1.4.1. Study the Information/Cyber security architecture regulatory guidelines and prepare the Information security architecture for the entity.

7.1.4.2. Review the security tools currently deployed and propose future roadmap for the bank.

7.1.4.3. The information / Cyber security architecture should, at a minimum, consist of the following:

7.1.4.3.1 Cyber Security Operations Centre

7.1.4.3.2 Disaster Recovery

7.1.4.3.3 Minimum Baseline Security Standards & controls for the IT Landscape OS, DB, Network, Cyber security solutions, business applications, etc.

7.1.4.3.4 Review of System / Policies / Processes / Procedures / Rules / SOP /Controls / Functions / Contracts / Compliance / VAPT assessment & Governance structure of Chief Information Security Officer (CISO) Office

7.1.4.4. Ensure that the proposed target state information security architecture is compliant with Industry best practices. The target state information security architecture should also consider the compliance requirements as mandated by the other regulatory body.

7.1.4.5. Review and rationalize the security tools currently deployed and propose and submit detailed target security architecture document to the bank.

7.1.4.6. Deliverables:

Under this phase, Bidder need to provide the following deliverables, but not limited to below mentioned activities, with respect to all three merging Banks:

7.1.4.6.1 Study the current information security architecture and submit the CSA document

7.1.4.6.2 Submit the target state architecture in line with regulatory guidelines and other compliance requirements and best in industry

7.1.4.6.2 Submit detailed Bill Of materials (BOM) of the target state architecture and concerned vendor details, scope of services document to the bank to initiate the procurement process/onboarding the vendors

7.1.4.6.3 Implementation roadmap and timelines

7.1.5 Core Banking solution /business applications migration

Bidder is expected to cover scope as listed, but not limited to below mentioned activities in terms of migration of all business applications.

7.1.5.1. Existing Core Banking solution to be migrated to Finacle

7.1.5.2. Coordinate with respective OEMs of all applications and formulate data migration strategy and plan to migrate data from existing application to the proposed target application.

- 7.1.5.3. Assess data cleansing requirements during migration and create process for removing/overriding data insufficiency while migrating to the proposed target applications.
- 7.1.5.4. Review and validate all necessary reports/data sets for reconciliation, validations and verification.
- 7.1.5.5. Review mock run results for data migration.
- 7.1.5.6. Analyze the requirement and retention of history data considering regulatory guidelines.

7.1.5.7. Deliverables:

Under this phase, Bidder need to provide the following deliverables, but not limited to below mentioned activities:

- 7.1.5.7.1 Current state report on Data from all sources including listing of MIS and Regulatory reporting. This to include the Data Architecture, Data sources and governance. This needs to cater to all functions of the bank
- 7.1.5.7.2 Prepare Data Migration Strategy and Data Migration process documentation in consultation with OEMs & existing service providers for all applications.
- 7.1.5.7.3 Strategy on History data maintenance plan and Archival
- 7.1.5.7.4 Create interim data strategy to meet the Regulatory reporting and MIS during transition
- 7.1.5.7.5 Prepare detailed roadmap for study, review, preparation of future state data migration plan with clearly defined activities, milestones, dependencies
- 7.1.5.7.6 Prepare checkpoint / validation points to ensure thorough reconciliation of the data, while ensuring data integrity.
- 7.1.5.7.7 Review of test cases to ensure the adequateness of coverage of the scope of the application.
- 7.1.5.7.8 Define Process/ Control for Masking / Encryption of any data element, if required by the Bank
- 7.1.5.7.9 Submit gap assessment report to Bank for each application based on risk assessment
- 7.1.5.7.10 Standardized migration document for each proposed migrated application along with security control measures and checklist
- 7.1.5.7.11 Security control checklist for all banks critical applications and web facing applications
- 7.1.5.7.12 SWIFT Customer security control framework V2019/2020 assessment

7.1.6 Study of regulatory /IT policies/Procurement guidelines & Vendor Assessment

- 7.1.6.1. Study the Malaysia regulatory guidelines/ bank procurement guidelines
- 7.1.6.2. Suggest the suitable model for creating the IT Infrastructure setup in Malaysia vis a vis in India by carrying out the Cost Benefit analysis and taking cognizance of various factors like Ease of doing business and Regulatory guidelines etc.
- 7.1.6.3. Determine the current usage and terms of licensing agreement including AMC / ATS.
- 7.1.6.4. Bidder need to study all the existing Facility Management contracts and submit the details to the bank
- 7.1.6.5. Gain understanding of the IT policies & IT security policies and procurement guidelines and submit the Infrastructure deployment plan
- 7.1.6.6. Study and merge in-flight / under development projects with similar objectives.

7.1.6.7. Deliverables:

Under this phase, Bidder need to provide the following deliverables, but not limited to below mentioned activities:

- 7.1.6.7.1 Vendor rationalization report
- 7.1.6.7.2 The consultant would need to assist the bank in contract negotiations, amendments, terminations where relevant
- 7.1.6.7.3 Suggest the suitable model for creating the IT Infrastructure setup in Malaysia vis a vis in India by carrying out the Cost Benefit analysis and other factors/ regulatory guidelines.

7.2. Implementation Phase

7.2.1. IT Program Management

Bidder is expected to set up IT Program management office (IT PMO), which will manage the complete Infrastructure upgrade but not limited to below activities:

- 7.2.1.1 Consultant should deliver a comprehensive program charter for IT Infrastructure upgradation project
- 7.2.1.2 Consultant should use pre-defined templates as per project management

- framework for outputs, reports, plans which would help in efficient program management.
- 7.2.1.3 Consultant shall manage the implementation of IT integration activities as per the plan. A clear escalation matrix should be informed to the Bank.
 - 7.2.1.4 PMO will deliver high level and detailed project plan for each phase.
 - 7.2.1.5 PMO would track and measure metrics with respect to implementation, create and present the insightful dashboard to the bank.
 - 7.2.1.6 PMO would also highlight the risks, conflicts, roadblocks to the bank and ensure that they get addressed on time.
 - 7.2.1.7 PMO would also ensure that there is frequent communication to both internal and external stakeholders of the progress on the IT infrastructure upgrade activity
 - 7.2.1.7 PMO would make high level presentations to the senior executives during the course of project as desired by the Bank.
 - 7.2.1.8 Assist the bank in closure of issues pending for resolution.
 - 7.2.1.9 Participate in all technical and functional discussions relating to the projects.
- 7.2.2. The bidder is expected to draw up a detailed IT Infrastructure upgrade plan along with the budgets.
- 7.2.3. Define the overall implementation plan
- 7.2.4. During Implementation phase, Bidder is expected to take ownership of strategy and plan execution for all work streams while working in close association with other vendors and partners of the Bank
- 7.2.5. Identify key dependencies, risks, tasks and owners.
- 7.2.6. Define the procurement model and framework taking into consideration the procurement and regulatory guidelines.
- 7.2.7. Define the overall IT investment plan and IT Infrastructure upgrade budgets.
- 7.2.8. Obtain consensus and sign-off from the Bank on the defined implementation plan and financial budgets.
- 7.2.9. Bidder's team running the IT Program Management Office (IT PMO) will act as link between Bank's Management and various system integrator/vendors.
- 7.2.10. Bidder will ensure that all activities are executed as per plan and considering dependencies to ensure smooth transition to target state without any disruption to the on-going Banking business.

- 7.2.11. Bidder will have to ensure that there are risk management procedures in place to avoid any disruptions owing to any unavoidable situations during the implementation phase.

7.2.12. Deliverables:

Under this phase, Bidder need to provide the following deliverables, but not limited to below mentioned activities:

- 7.2.12.1 Entire project Management
- 7.2.12.2 IT PMO Organization and Steering committee set up
- 7.2.12.3 PMO Dashboards / Presentations to senior management covering activity level status on weekly basis
- 7.2.12.4 Program Charter
- 7.2.12.5 Weekly review with all stakeholders
- 7.2.12.6 High level and detailed project plan for each phase
- 7.2.12.7 Project status updates to all stakeholders and Management reporting

7.3. Handover Phase / Support phase

- 7.3.1. During hand-over phase, Bidder is expected to ensure that the upgraded Infrastructure and applications are stable and working fine.
- 7.3.2. Bidder is expected to conduct post implementation audit to check that the implementation is as per plan and there are no lapses from compliance perspective.
- 7.3.3. Bidder will do Knowledge transition to bank team in a phased manner to ensure that the Bank team is able to support of Bank on their own post Bidder exit from the Bank.
- 7.3.4. Bidder shall submit the high level and low-level network and security architecture diagrams, application architecture diagram, Asset register, vendor contract details to the bank

7.3.5. Deliverables:

Under this phase, Bidder need to provide the following deliverables, but not limited to below mentioned activities:

- 7.3.5.1 Architecture diagrams and other documents
- 7.3.5.1 Knowledge Transfer document

Bidder will do Knowledge transition to the bank team in a phased manner to ensure that the Bank team is able to support Bank on their own post Bidder exit from the Bank.

8. Project Team

Project team requires expertise across technology platforms, products, processes and banking domain knowledge. Project Team's details covering experience as given in Scoring chart for evaluation of eligibility criteria.

Note : Marking will be awarded based on the skill set and expertise of individual resource on pro-rata basis.

The IT consultant is required to:

- 8.1 Deploy its resources across technology domain and with experience in core and supporting applications having functional and technical domain knowledge.
- 8.2 One Project director personnel with minimum 8+ years of overall industry experience to be deployed at UBI IT Project Management Office
- 8.3 The following technology experts with minimum 6+ years of industry experience in the relevant field to be deployed during various phases of project execution:
 1. PMO resource & track lead for technology track
 2. Banking software expert
 3. Infrastructure architecture expert
 4. Networking expert
 5. IT risk, compliance and Cyber security expert
- 8.4 Creating teams in alignment with project plan to ensure timely delivery.
- 8.5 Setting up of the governance structure
- 8.6 Defining the communication mechanism for change
- 8.5 Bidder has to provide the above details of all the resources as per details in technical bid evaluation table along with documentary evidence to substantiate the experience and skills. Bank may cross check any of the references through any means. Bank may Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case any reference/ experience/ certification/skill set is found to be inadequate/in genuine/forged, for any of the items above. Bank, at its sole discretion, may exercise any or all

of the options against the Vendor, in such circumstances.

- 8.5.1 The Consultant must align their resources for this project that are enough and capable to execute project on time and with quality, not only for all agreed assignments during, but also a few new requirements that may come up dynamically (if any).
- 8.5.2 Human resources allocated to the project needs to be consistently available to the Bank for the duration of the engagement. Consultant is responsible to ensure that there is no interruption in service, or delaying of committed timelines, due to unavailability of resources, at any time. Unavailability of resources may attract penalty.
- 8.5.3 Consultant's teams need to work in coordination and fruitful collaboration with Bank's Official and with Bank's existing IT Service Providers and other stakeholders.
- 8.5.4 Service provider need to deploy one onsite engagement partners/ project director, one technology expert each in Banking software, Infrastructure architecture, Networking and IT risk, compliance and Cyber security and PMO resource & track lead for technology track
- 8.5.5 Consultant's Team allocated for this project is expected to include broad level, but not limited to key profile roles. Each role may have multiple resources. Based on the work requirements and timelines provided in the RFP, Consultant is expected to calculate the number of full-time and part-time resources required for each of the roles.
- 8.5.7 Bidder need to propose dedicated resources for the project. Bidder needs to submit proper justification of the proposed team size & Key roles. This will be criteria for evaluation of the technical bid.
- 8.5.8 Bidder may ramp up or ramp downs the resource for various milestones. However initial plan (resource projection from each activity) should be submitted along with the technical bid.
- 8.5.9 It is highly important that the key teams participating in the technical presentations during vendor selection are the same ones that are involved actively in the execution of the project.

9. Deliverables and Timelines

Expected high level deliverables with timelines are given in the below table. All deliverables must match exactly with the scope defined in each section, no exclusion will be allowed, and payment will be made after meeting scope of work defined.

The Consultant is expected to adhere to the following timelines as part of the overall engagement:

Phase	Deliverables	Applications	Timelines
IT PMO Setup	Deployment of resources & Tools		2 weeks
Design Phase	<ul style="list-style-type: none"> ➤ Infrastructure strategy and consolidation plan ➤ Network upgrade Strategy and Plan ➤ Information / Cyber Security Strategy and Plan ➤ Study of regulatory /IT policies/Procurement guidelines & Vendor Assessment 	All applications and entire infrastructure	2 months from deployment of resources
	<ul style="list-style-type: none"> ➤ Applications Strategy and Rationalization Plan 	Core Applications	
	<ul style="list-style-type: none"> ➤ Core Banking solution /business applications migration 	Ancillary / Non Core Applications	
Onboarding /Procurement phase	<ul style="list-style-type: none"> ➤ Procurement as per the BOM Onboarding vendors 	All applications/Infra	3 months after completion of design phase
Implementation Phase & Go live	Project Management and completion of IT infrastructure upgradation	Core Applications	9 months after completion of procurement
		Ancillary / Non Core Applications	

Hand over phase	Post Go live		2 weeks
Total Project duration			15 months

* Timelines will be considered from the data of purchase order

- 9.1. The bids received and accepted will be evaluated by the Bank to ascertain the best quality and competitive bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-tender the RFP with or without modifications.
- 9.2. The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.
- 9.3. The selected bidders shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidders shall be the date of signing of agreement by the bidders.
- 9.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 9.5. The period of contract shall commence from the date of signing of agreement by the selected vendor.
- 9.6. In case the selected bidder refuses to accept/execute the purchase order, Bank reserves the right to forfeit the EMD/security deposit, blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of two years from the date of blacklisting/debarment.

10. Location to be Covered

The consultancy services are required for the upgradation of the IT infrastructure / applications in India International Bank, Berhad [IIBMB], Malaysia.

11. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

12. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

13. Instructions for Bid Submission

13.1 Cost of RFP

- 13.1.1 Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.1,500/- for purchasing hardcopy from DIT.
- 13.1.2 RFP document can also be downloaded from the Bank's website www.unionbankofindia.co.in or from Government tender portal www.eprocure.gov.in or from E-procurement site ubi.abcpocure.com.
- 13.1.3 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.

13.2 Bid Security/EMD (Refundable)

- 13.2.1 The bidder should deposit bid security of Rs.6,00,000/- (Rupees Six Lac Only) in the form of a demand draft favoring Union Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. Bank Guarantee should be valid for minimum 6 months from the date of submission of bids with claim period of 45 days. IFSC Code for issuance of EMD is UBIN0556688.
- 13.2.2 In case of bidders registered with NSIC/Udyog Aadhaar as MSME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit [Annexure P](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

13.2.3 Other terms & conditions relating to Bid security is as under:

13.2.4 No interest will be payable on the Bid Security amount.

13.2.5 Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per [Annexure Q](#).

13.2.6 Bid Security will be forfeited in the following cases:

13.2.6.1 If a bidder withdraws its bid during the period of bid validity; or

13.2.6.2 If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.

13.2.6.3 In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in.

13.2.6.4 In case of a successful Bidder, if the Bidder fails:

a) To execute Contract within the stipulated time or

b) To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

13.2.7 The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of 1 year as per the format mentioned in [Annexure K](#), for 3% of TCO, valid for the entire contract period.

13.2.8 Bidder who is claiming waiver of EMD should submit an undertaking in lieu of Bid security deposit. Bidder should submit bid security declaration as per [Annexure M](#).

13.3 Performance Bank Guarantee

The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in [Annexure K](#), for 3 % of TCO for the entire period of the contract with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India, IFSC Code for issuance of EMD is UBIN0556688.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder should be included in the remaining amount of

the contract value.

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

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited.

13.4 Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

13.5 Amendment of Bidding Documents

Prior to the last date for bid-submission, Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the purchaser may, at its discretion, extend the last date of submission of bids.

13.6 Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.

13.6.1. All pages of the bid shall be initialed by the person or persons signing the bid.

13.6.2. Bid form shall be signed in full & official seal affixed.

13.6.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

13.6.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.

13.6.5. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should

also indicate the complete name and designation of the designated personnel.

13.7 Two-part Bid

The Bid should be submitted online at the e-Procurement site <https://ubi.abcprocure.com> by the Bidder. It should comprise the following components:

- 13.7.1. **Technical bid - Part I:** “Technical Bid for Engaging Consultant for IT Infrastructure upgrade in IIBMB”.
- 13.7.2. TECHNICAL BID will be opened online and only those bidders who have submitted their bids online will be evaluated.
- 13.7.3. In the first stage, EMD/security deposit and Integrity Pact (IP) signed by authorized signatory submitted by bidder will be reviewed and if these are as per prescribed format/RFP document then only TECHNICAL BID will be evaluated
- 13.7.4. Bidders satisfying the technical requirements as determined by the Bank, accepting the terms and conditions of this document and scoring the minimum marks as per the RFP shall be short-listed for commercial evaluation.
- 13.7.5. Any bid document not conforming to any one of the above terms will be rejected.
- 13.7.6. **Commercial bid - Part II:** “Indicative Commercial Bid for Engaging Consultant for IT Infrastructure upgrade in IIBMB”.
- 13.7.7. In the Second stage, the COMMERCIAL BIDs as per [Annexure F](#) of only those bidders, whose Technical bids are shortlisted, will be opened and evaluated.
- 13.7.8. After completion of Commercial evaluation, the L1 Bidder will be decided based on Techno Commercial Evaluation mentioned in this RFP.

13.8 Technical Bid

- 13.8.1. The Technical Bid - Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- 13.8.2. The Technical Bid - Part I must be submitted online.
- 13.8.3. The following documents are to be submitted in original (Union Bank of India, Technology Centre, 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400072) at the Bank as well as online mode on or before last date & time of bid submission:

- 13.8.3.1. Bid security of Rs.6,00,000/-(Rupees Six Lac only) in the form of a demand draft issued by a Scheduled commercial bank favoring Union Bank of India, payable at Mumbai or Bank Guarantee from scheduled commercial Bank other than Union Bank of India and should be valid for six months with claim period of 45 days.
- 13.8.3.2. Integrity Pact (IP) as provided in [Annexure L](#) is to be submitted physically. It should be on plain paper duly signed by authorized signatories of the company/Firm/Organization.
- 13.8.3.3. In case of bidders registered with NSIC/Udyog Aadhaar as MSME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit [Annexure P](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
- 13.8.3.4. Non submission of above documents i.e. Bid Security and Integrity Pact at the time of bid submission will be liable for rejection of bid.
- 13.8.3.5. Bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at bidder's own risk and may result in the rejection of the bid.
- 13.8.4. The following documents are to be submitted online at the e-procurement site <https://ubi.abcprocure.com>:
 - 13.8.4.1. [Annexure A](#) - Letter of Acceptance
 - 13.8.4.2. [Annexure B](#) - Bidder's Profile Format
 - 13.8.4.3. [Annexure C](#) - Eligibility Criteria
 - 13.8.4.4. [Annexure D](#) - Compliance to RFP Terms & Conditions
 - 13.8.4.5. [Annexure E](#) - Un-priced Commercial Bid
 - 13.8.4.6. [Annexure G](#) - Declaration for Compliance
 - 13.8.4.7. [Annexure H](#) - Undertaking by Bidder
 - 13.8.4.8. [Annexure I](#) - Confidentiality / Non Disclosure Agreement
 - 13.8.4.9. [Annexure J](#) - Reference Site Details
 - 13.8.4.10. [Annexure O](#) - Know Your Employee (KYE) Clause
 - 13.8.4.11. [Annexure S](#) - Restriction on procurement due to National Security
 - 13.8.4.12. [Annexure T](#) – Implementation Team Profile

- 13.8.4.13. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.
- 13.8.4.14. Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.
- 13.8.4.15. The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be considered either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.
- 13.8.4.16. All the annexure should be submitted online in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- 13.8.4.17. Detailed Architecture of the proposed solution with various features/functions of the system/sub-system including fail-over methodology/strategy at both Primary & DR Site.
- 13.8.4.18. Documents and brochures pertaining to product that will be deployed in the proposed solution including testing plan, road map, workflow and procedures etc.
- 13.8.4.19. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid.
- 13.8.4.20. The bidder should ensure that all the annexure is submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 13.8.5. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 13.8.6. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

- 13.8.7. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. supply, Installation, Implementation, migration, upgradation, support etc.
- 13.8.8. 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 the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the BANK.
- 13.8.9. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.unionbankofindia.co.in), Govt. Tender Site and e-procurement site <https://ubi.abcpurchase.com> and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

13.9 Commercial Bid

The commercial Bid must not contradict the Technical Bid in any way and should include the cost of all the items offered. The directives for the Commercial Bid are as follows:

- 13.9.1. The Commercial Bid - Part II should be submitted online at the e-Procurement site as per [Annexure F](#) by way of entering the values in the format provided at the site. This must contain all prices in Indian rupees (INR).
- 13.9.2. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Any deviations may lead to disqualification of the bid.

13.10 RFP Clarifications

Queries/ clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to bhukya.sripriya@unionbankofindia.com, sanjieev@unionbankofindia.bank and smrithilals@unionbankofindia.bank, with subject “Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB” as per [Annexure N](#).

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit Bank’s website for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank’s website www.unionbankofindia.co.in, government tender portal www.eprocure.gov.in and at <https://ubi.abcpocure.com>.

13.11 Technical Bid Evaluation

- 13.11.1. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.
- 13.11.2. Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 13.11.3. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such minor issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- 13.11.4. All bidders will be required to give presentation of their offered services clearly demonstrating implementation. Failure of a bidder to complete

presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. Giving mere presentation should not be considered as being qualified/shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.

13.11.5. Presentation should be made by the employee of the respective bidder firm as on bid submission date and no hiring of outsider for presentation will be allowed. The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence. Bidder should give presentation on the receipt of Bank's notice.

13.11.6. A material deviation, reservation or omission which should not be waived are those that:

13.11.6.1. Affect, in any substantial way, the scope, quality or performance of the goods and related services specified in the contract;

13.11.6.2. Limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity's rights or the bidder's obligations under the contract; or

13.11.6.3. If rectified, would unfairly affect the competitive position of other bidders quoting substantially responsive bids.

The Technical offers submitted by the bidder will be evaluated only if they fulfill the eligibility criteria and obtain a minimum of 70% marks. Only those bidders who obtain a minimum of 70% marks or more in scoring chart will be considered for further commercial evaluation. The decision of the Bank in this regard shall be final.

Scoring chart for evaluation of eligibility criteria is as under:

S. No.	Criteria	Sub Criteria	Total Marks	Max Marks
1	Consulting experience for IT integration for Domestic / Foreign / Global Bank. Note: RRB's and co-operative bank shall not be considered.	3 and above instances	10	10
		2 instances	8	
		1 instance	5	
2	Experience of the bidders with IT consulting projects for Domestic / Foreign / Global Banks for Core Banking Applications & Alternate Delivery Channels including Payment Systems.	3 and above instances	10	10
		2 instances	8	
		1 instance	5	
3	Experience of the bidders with IT	3 and above instances	7	7

S. No.	Criteria	Sub Criteria	Total Marks	Max Marks										
	consulting projects for Domestic / Foreign / Global Banks for other ancillary (Non-Core) Banking applications	2 instances	4											
		1 instance	2											
4	Experience in consulting engagements of setting up of data centre, disaster recovery site, IT Infra consolidation and capacity planning in the context of CBS implementation/ roll-out/ version upgrade in Domestic / Foreign / Global Bank	3 and above instances	10	10										
		2 instances	5											
		1 instance	2											
5	Experience in consulting engagements of Data Migration across disparate platforms in the context of CBS implementation/ roll-out/ version upgrade in Domestic / Foreign / Global Bank	3 and above instances	5	5										
		2 instances	3											
		1 instance	2											
6	Experience in consulting engagements of network consolidation, in Domestic / Foreign / Global Bank	3 and above instances	8	8										
		2 instances	4											
		1 instance	2											
7	Experience in consulting engagements of IT security and Cyber security in Domestic / Foreign / Global Bank	3 and above instances	10	10										
		2 instances	5											
		1 instance	2											
8	Project director personnel deployed for UBI IT Project Management Office	Project Director with 10+ years of overall industry experience	5	5										
		Onsite Engagement Partner / Project Director with 8 to 10 years of overall industry experience	2											
9	Technology experts with following skill sets. 1. PMO resource & track lead for technology track 2. Banking software expert 3. Infrastructure architecture expert 4. Networking expert 5. IT risk , compliance and Cyber security expert Note : Marking will be awarded based on the skill set and	Technology experts with 6 to 8 years of Experience. <table><tr><th>Resources</th><th>Marks</th></tr><tr><td>PMO resource & track lead for technology track</td><td>4</td></tr><tr><td>Banking software expert</td><td>4</td></tr><tr><td>Infrastructure architecture expert</td><td>4</td></tr><tr><td>Networking expert</td><td>4</td></tr></table>	Resources	Marks	PMO resource & track lead for technology track	4	Banking software expert	4	Infrastructure architecture expert	4	Networking expert	4	20	20
Resources	Marks													
PMO resource & track lead for technology track	4													
Banking software expert	4													
Infrastructure architecture expert	4													
Networking expert	4													

S. No.	Criteria	Sub Criteria		Total Marks	Max Marks
	expertise of individual resource on pro-rata basis.	IT risk , compliance and Cyber security expert	4	10	
		Technology experts with 4 to 6 years of Experience			
		Resources	Marks		
		PMO resource & track lead for technology track	2		
		Banking software expert	2		
		Infrastructure architecture expert	2		
		Networking expert	2		
		IT risk , compliance and Cyber security expert	2		
10	Presentation by bidder Demonstration of in-depth understanding of the Bank’s project requirements through the technical proposal supplemented by Presentation and interactions.	Subjective Evaluation			15
Total Marks				100	

For Sl No: 1 to 7, copy of Purchase Order (PO) / Work Order (WO), along with sign off letter from the reference site for previous 5 years.

For Sl No: 8 & 9, work experience needs to be provided as a proof for each resource in the bidder's letterhead.

13.12 Commercial Bid Evaluation

13.12.1 Commercial Bids of only technically qualified shortlisted Bidders will be opened for finalization of L1 bidder.

13.12.2. The final decision on the Bidder will be taken by Union Bank of India. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any Bidder in the final shortlist.

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

13.13 Combined Technical-Commercial Evaluation Process

In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the Bank as per the following procedure:

- a) Technical score will be arrived at treating the marks of the bidder scoring the highest marks (say Bidder A) in Technical evaluation as 100 (technical Weightage). Technical score for other bidders (B, C etc.) will be computed using the formula mentioned below

$$\text{Technical Score of B} = (\text{Marks of B} / \text{Marks of highest scorer A}) \times 100.$$

- b) Similarly, Commercial score of all technically qualified bidders will be arrived at taking the lowest quote from all technically qualified bidders (say Bidder A) as 100. Marks for other technically qualified bidders (B, C etc.) will be calculated using the formula mentioned below:

$$\text{Commercial Score of B} = (\text{Cost of bidder A} / \text{Cost quoted by bidder B}) \times 100.$$

- c) A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weightage of 70% for technical and 30% for commercials as detailed below.
- d) Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1), up to 2 decimals.
- e) Formula for calculating the Combined Score of technically qualified bidder is as follows.

$$H = ((T/T\text{-High}) \times 70) + ((C\text{-Low}/C) \times 30)$$

Whereas:

H = Combined Score of Bidder;

T = Technical Score of Bidder;

T-High = Highest Technical Score among the bidders;

C = Commercial Quote of bidder;

C-Low = Lowest commercial quote among the bidders;

Example:

Bidder	Technical Evaluation	Nominal bid Price in lacs	Technical Score (T)	Commercial Score (C)	Combined Score (out of 100) (H=T+C)

A	95	71	$95/95 \times 70 = 70.00$	$70/71 \times 30 = 29.57$	$70.00 + 29.57 = 99.57$ (H-1)
B	85	65	$85/95 \times 70 = 62.63$	$70/65 \times 30 = 32.30$	$62.63 + 32.30 = 94.93$ (H-2)
C	80	60	$80/95 \times 70 = 58.94$	$70/60 \times 30 = 35.00$	$58.94 + 35.00 = 93.94$ (H-3)

In the above example, Bidder A with highest score (H1) becomes the successful Bidder. In case of a tie between bidders i.e. if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H1).

Kindly note that the Bank reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the Bank decision on techno- commercial evaluation is FINAL. Please note that up to two decimal points will be taken in the final score.

13.14 Award of contract

On completion of Techno Commercial evaluation of bids, Bank will determine the H1 Bidder based on the marks obtained through Technical and Commercial and contract will be awarded to the Bidder who scores highest marks. However, the Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

13.15 Other Terms and Conditions of RFP

- 13.15.1. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 13.15.2. By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for the work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the

Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

- 13.15.3. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 13.15.4. All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

13.16 Miscellaneous RFP Requirement

This tender 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 including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion.

- 13.16.1. No Commitment to Accept Lowest bid or Any Tender - The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase. The Bank further reserves the right to

reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.

- 13.16.2. 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 technical information of the product 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.
- 13.16.3. The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

13.17 Technical Bid Evaluation

- 13.17.1. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests seeking explanation through e-procurement portal within 3 days or any such extended time frame indicated in the portal, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the e-Procurement portal every now and then in order to ascertain any exceptions are raised or clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders for responding to the clarification sought. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.
- 13.17.2. Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.

- 13.17.3. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

14. Price Composition

- 14.1 Total cost of Ownership (TCO) is for 12 months or period of deliverables under this contract whichever is earlier. The Bidders should quote prices strictly as per the price composition stated in commercial bid failing which the offers are likely to be rejected.
- 14.2 The commercial bid should be quoted in the commercial bid format attached as [Annexure F](#) to this bid.
- 14.3 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 14.4 The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
- 14.5 Bidder must show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- 14.6 Bank will not pay any Labour charges, incidental chargers, transportation, conveyance and miscellaneous expenditure separately. All such costs, if any, should be absorbed in the TCO only.

Note: The bidder will have to make their own travel & lodging/boarding arrangements during contract period for visiting various offices namely Head office, corporate office, DIT, IIBMB office/DR/DC sites in Malaysia as part of the project.

15. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The

Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

16. Rejection of Bid

The Bid is liable to be rejected if:

- 16.1. The document does not bear signature of authorized person in each page and duly stamp.
- 16.2. It is received through Fax/E-mail.
- 16.3. It is received after expiry of the due date and time stipulated for Bid submission.
- 16.4. Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids/ Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 16.5. It is evasive or contains incorrect information.
- 16.6. Any form of canvassing/ lobbying/ influence/ query regarding shortlisting, status etc. will be a disqualification.
- 16.7. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- 16.8. Bids dropped in tender box or submitted in physical hard copy format.
- 16.9. Non-submission of Integrity Pact (IP)/EMD/waiver certificate.
- 16.10. Unpriced Commercial Offer is not submitted along with Technical Offer.
- 16.11. Format of Commercial Offer differs from unpriced commercial Offer.

17. Modification and Withdrawals of Bid

The bidder may modify its bid's submission anytime by logging in to the website <https://ubi.abcprocure.com> and uploading the documents again till final submission at last date and time of bid submission.

No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.

No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years or EMD will be forfeited.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

18. Online Prebid Meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank will hold a pre-bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any bidder shall be entertained / received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site. Only authorized representative of bidder (maximum two) will be allowed to attend the online Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization through the emails mentioned in this RFP along with details including name, organization, designation, Mobile number, etc. with subject as **"Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB"**. URL for joining the online Prebid meeting will be sent separately to those submitted authorization letter within the scheduled date and time. The Prebid meeting is through Microsoft Teams app.

Non- attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

Any modification of the RFP, which may become necessary as a result of the Pre- bid Meeting, shall be made public by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.unionbankofindia.co.in, government tender portal www.eprocure.gov.in and e-Procurement site <https://ubi.abcpocure.com>.

19. RFP Response

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

Bid properly documented should be submitted by uploading at <https://ubi.abcpocure.com> on or before stipulated date & time mentioned in the RFP.

EMD and Integrity Pact must be submitted physically in sealed cover at the address provided at “place of opening of bids” on or before last date and time of bid submission.

20. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/ component thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

21. Payment Terms

21.1. No advance payment will be released against purchase order.

21.2. The payment will be made against Performance reports and invoices duly signed by the Bank officials.

21.3. Payment will be released within 30 days from the date of the receipt of the invoice after obtaining sign-off given by the bank officials.

21.4. The terms of payment milestone will be as follows:

S. No.	Item description	Implementation Cost in %
1	PMO setup, Current State Assessment report of Applications, Infrastructure (DR, DC, NDR, IT Assets), Network & IT Security, Study of regulatory /IT policies/Procurement guidelines & Vendor Assessment	10%
2	a) Application upgrade/rationalization Strategy with plan and roadmap. b) IT Infrastructure upgrade Strategy (DC, DR, NDR), with upgradation plan and roadmap. c) Network and IT Security / Cyber Security rationalization strategy and plan.	20%

3	Complete upgrade of Network, and IT Infrastructure	15%
4	Complete upgrade/rationalization of Core Applications	15%
5	Complete upgrade/rationalization of Non-Core Applications	10%
6	Complete implementation of IT Security/ Cyber security infrastructure	20%
7	After 3 months of Go live i.e. Post completion of entire upgrade of the infrastructure	10%

- 21.5. Any penalties / liquidated damages imposed on the bidder for non-performance will be deducted from the payment as deemed necessary
- 21.6. Payment of Facility Management Services will be paid on quarterly basis in arrears against submission of original invoice/attendance.
- 21.7. Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

22. Order Cancellation/Termination of Contract

22.1. The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions.

22.2 Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.

22.1.11. Serious discrepancies noted in the inspection.

22.1.12. Breaches in the terms and conditions of the Order.

22.2 The Bank reserves the right to cancel/terminate the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

22.2.1 Non submission of acceptance of order within 7 days of order.

- 22.2.2 Non submission of Performance Bank Guarantee as per terms of RFP.
 - 22.2.3 Excessive delay in execution of order placed by the Bank.
 - 22.2.4 The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 22.2.5. The bidder goes in to liquidation voluntarily or otherwise.
 - 22.2.6. Misconduct of the bidder or any of its staff/employees or representatives which affects execution of the contract/loss of reputation/financial risk to bank.
 - 22.2.7. Any third party claim against bank, loss/damage to bank arising due to bidder/bidder's omissions, errors.
 - 22.2.8. Non execution of agreement/s within the time stipulated by bank.
- 22.3 Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services
- 22.4 After the award of the contract, if the selected bidders does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 22.5 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 22.6 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 22.7 The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 22.7.1. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.
 - 22.7.2. Delay in completion of project.
 - 22.7.3. Serious discrepancies noted in the inspection.
 - 22.7.4. Breaches in the terms and conditions of the Order.

22.8 The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- 22.8.1. Non-submission of acceptance of order within 7 days of order.
- 22.8.2. Excessive delay in execution of order placed by the Bank.
- 22.8.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 22.8.4. The bidder goes in to liquidation voluntarily or otherwise.
- 22.8.5. The progress made by the selected bidder is found to be unsatisfactory.
- 22.8.6. Bidder provides evasive or incorrect information.

22.9 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

22.10 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.

22.11 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

23. Adherence to Cyber Systems

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

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

compensate the bank to the fullest extent of loss incurred by the bank.

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

The resources onboard to Bank’s work need to provide declaration as per [Annexure O](#) - Know Your Employee (KYE) Clause as per bank’s outsourcing policy.

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

All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank’s critical assets shall be maintained and shall be accordance with Bank’s policy.

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

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

24. Liquidated Damages (LD)

If Successful bidders fail to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. For calculation of LD:

24.1 LD for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 0.5% of total cost of the project/TCO) per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 5% of total project cost/TCO during implementation, Bank may consider termination of the contract or purchase order.

24.2 The contract price for calculation of LD is TCO.

- 24.3 The overall LD during implementation will be to a maximum of 10% of the total cost of the project.
- 24.4 The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- 24.5 Part of week will be treated as a week for this purpose.
- 24.6 However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- 24.7 Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.
- 24.8 Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

25. Confidentiality

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- 25.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- 25.2 To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 25.3 To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 25.4 To treat all Information as Confidential Information.
- 25.5 The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in [Annexure I](#) within thirty days of issuing the purchase order/letter of intent.

26. Indemnity & Limitation of Liability

- 26.1. Subject to Clause 26.4 below, the bidder (the "Indemnifying Party") undertakes to

indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

26.2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

26.3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

26.3.1. Indemnified Party's misuse or modification of the Service;

26.3.2. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

26.3.3. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either;

26.3.3.1. Procure the right for Indemnified Party to continue using it

26.3.3.2. Replace it with a non-infringing equivalent

26.3.3.3. Modify it to make it non-infringing.

26.3.3.4. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

26.4. The indemnities set out in this clause shall be subject to the following conditions:

26.4.1 The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

26.4.2 the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense,

- reasonably participate, through its attorneys or otherwise, in such Defense;
- 26.4.3 if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- 26.4.4 the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- 26.4.5 all settlements of claims subject to indemnification under this Clause will:
- a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- 26.4.6 the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- 26.4.7 the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- 26.4.8 in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- 26.4.9 if a Party makes a claim under the indemnity set out under Clause 26.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause

shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 25 (Confidentiality).

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 26.1) even if it has been advised of their possible existence.

The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

27. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide/use the Deliverables and Services upon the terms and conditions contained in this RFP.

- 27.1 The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
- 27.2 If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- 27.3 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

28. Non-Transferable offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

29. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning,

performance or completeness of the order, shall be provided/made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

30. Force Majeure

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

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

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

31. Exit Clause

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

- 31.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
- 31.2 Delay in delivery beyond the specified period.
- 31.3 Delay in completing testing/customization and acceptance tests/ checks beyond the specified periods;
- 31.4 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

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

Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

32. Termination of Contract

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidders.

The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following by giving 30 days notice:

- 32.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 32.2 The Successful bidder goes into liquidation voluntarily or otherwise or facing/declared bankrupt/insolvent.
- 32.3 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 32.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by the another party of its choice by giving one month's notice for the same . In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 32.5 Non-satisfactory performance of the selected bidder during implementation and operation.
- 32.6 An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- 32.7 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 32.8 Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of

the selected bidder.

32.9 The average uptime of the “working time” in 3 (three) consecutive months of all together is less than 90%.

32.10 If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.

32.11 Selected bidder is found to be indulging in frauds.

32.12 The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.

32.13 In the event of sub contract or assignment contrary to the terms of agreement.

33. Restriction on Procurement due to National Security

Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 and No.F.18/37/2020 dated 08.02.2021 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security is applicable for this RFQ.

33.1. 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.

33.2. "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.

33.3. “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 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

33.4. The beneficial owner for the purpose of (33.3) 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.
- (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

33.5. 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.

- 33.6. A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”.
- 33.7 However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

34. Audit

The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/ RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/ or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.

The bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.

In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.

Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank’s representative access to the Bidder’s facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various

monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.

Any license violation on the part of the outsourced vendor shall not put Bank at risk. Bank shall reserve the right to audit the license usage of the vendor or shall ask the vendor to take undertaking of non-violation of license.

35. Implementation Period

The successful bidder shall be required to enter into agreement with Bank within one month of the award of contract or within such extended period as may be specified by Bank. The complete infrastructure upgrade as per the scope defined in the RFP shall be completed within a period of 12 months from the date of award of contract.

However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee.

36. Normalization of Bids

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

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

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

37. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

38. RFP Ownership

The RFP and all supporting documentation are the sole property of Union Bank and should NOT be redistributed without prior written consent of Union Bank. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Union Bank when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

39. Proposal Ownership

The proposal and all supporting documentation submitted by the bidders shall become the property of Union Bank of India unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

40. Tender/RFP Cancellation

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

41. Publicity

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

42. Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.

43. Dispute Resolution & Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only. Law of India will be applicable for Dispute Resolution.

44. Submission of Bids

The bidders have to submit responses to the RFP through Online. Only original documents viz. Bid security and Integrity Pact should be submitted in physical form. All response documents as per requirement of RFP must be uploaded on the site <https://ubi.abcprocure.com>. Original DD/BG for EMD and Integrity Pact (IP) must be submitted physically in sealed cover at the following address on or before scheduled date and time.

To

The General Manager,
Union Bank of India,
Department of Information Technology,
1/1A, Technology Centre, Adi Shankaracharya Marg,
Opposite Powai Lake, Powai, Andheri (East),
Mumbai - 400072.

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

45. Annexure A - Letter of Acceptance

(Letter to the bank on the bidder's letterhead)

To

Union Bank of India
Department of Information Technology,
1/1A, Technology Centre,
Adi Shankaracharya Marg,
Powai, Andheri (East),
Mumbai-400072

Dear Sir,

Sub: Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB with Ref. No. UBI/DIT/2022-23/49.

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.

- e. Bidder means the bidder who is decided and declared so after examination of commercial bids.
- f. We enclose Demand Draft/Bank Guarantee for Rs.6,00,000/- (Rupees Six lac only) favoring Union Bank of India and payable at Mumbai, towards bid security, details of the same is as under

No. :

Date :

Name of Issuing Bank :

Dated at _____ this _____ day of _____ 2022

Or

MSME/Udyog Aadhaar Certificate No.

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

46. Annexure B - Bidders profile Format

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover (Rs. In Crores)	EBITDA (Rs. In Crores)
	2020-21		
	2019-20		
	2018-19		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of 2022

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

47. Annexure C - Eligibility Criteria

Sl. No.	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure L on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Integrity Pact (IP) as per Annexure L on plain paper is to be submitted.	
2	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 5 years from the date of issuance of RFP.	(Certificate of incorporation/certificate for commencement of business/other relevant documentary proof is to be submitted)	
3	The bidder should have minimum annual turnover of Rs.10.00 Crore in each of the last three financial years i.e., 2018-19, 2019-20 and 2020-21 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2020-21 is not finalized, Provisional Balance Sheet of 2020-21 should be submitted. This must be the individual company turnover and not that of any group of companies. Note: Bank Shall Follow Govt Guidelines/Notifications for Public Procurement. As per Policy Circular No.1(2)(1)/2016-MA dated 10.03.2016 issued by GOI and F.20/2/2014-PPD (Pt) dated 20.09.2016, bank may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Startups subject to	Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same is to be submitted.	

Sl. No.	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
	meeting of quality and technical specifications.		
4	Bidder should have positive operating Profit (as EBITDA i.e., Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e., 2018-19, 2019-20 and 2020-21 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2020-21 is not finalized, Provisional Balance Sheet of 2020-21 should be submitted.	Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.	
5	The bidder should be prime bidder. No Consortium and / or subcontracting are allowed for the solution/ services to be offered.	Undertaking to be submitted by the bidder in this regard	
6	The bidder should have done IT advisory / consulting work for IT Landscape integration of Domestic / Foreign / Global Bank having a business mix of over One Lakh Crores (INR) at the time of project execution. Bidder needs to submit certificate from the client signed by the authorized signatory as an evidence of the IT Integration consulting activity. The Bank at its discretion may choose to validate the credentials. For Foreign/ Global banks bidder may submit published financials of the bank for proving business mix. For this experience, RRBs and Cooperative Banks merger will not be considered	Supporting document - Bidder (SI) should provide Copy of the Purchase order/Work order/engagement letter and Certificate/proof of completion of the work. For global experience, the currency conversion rate equivalent to INR will be considered prevailing on the date of purchase order.	
7	Bidder should have IT consulting / advisory / PMO experience for implementation of IT projects for Banks in India/ Worldwide. Such projects must necessarily include Core Banking Solution and Alternate Delivery Channels along	Supporting document - Bidder (SI) should provide Copy of the Purchase order/Work order/engagement letter	

Sl. No.	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
	with any of the other IT projects such as DC-DR setup, Payment systems, Network and IT Security implementation etc. Documentary Proof of Experience/Work Order/Client reference along with contact details to be submitted. Bank reserves the right to conduct due diligence to verify the credentials. For this experience, RRBs and Cooperative Banks will not be considered	and Certificate/proof of completion of the work.	
10	The companies or firms, bidding for the above tender should have office providing IT consulting services in Malaysia.	Undertaking to be submitted in OEM's letter head, with address and contact details	
11	The bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Undertaking should be submitted in bidder letter head.	
12	The companies or firms, bidding for the above tender, should have not be black listed by any of Government Authority or Public Sector Undertaking (PSUs) at the time of RFP. 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 removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	An undertaking to this effect must be submitted in their letter head as per Annexure H	

Place:
Date:

Authorized Signatory:
Name & Designation:
Business Address & email id:

48. Annexure D - Compliance to RFP Terms & Conditions

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Adoption of Integrity Pact (IP)	
3	Project Overview & Objectives of the RFP	
4	Definitions	
5	Invitation of Tender Bids	
6	Eligibility Criteria	
7	Broad Scope of Work	
8	Project Team	
9	Deliverables and Timelines	
10	Locations to be Covered	
11	Cost of Bidding	
12	Language of Bid	
13	Instructions for Bid Submission	
14	Price Composition	
15	Taxes and Duties	
16	Rejection of Bid	
17	Modification and Withdrawals of Bid	
18	Online Prebid Meeting	
19	RFP Response	
20	Patent Rights	
21	Payment Terms	
22	Order Cancellation/ Termination of Contract	
23	Adherence to Cyber Security Systems	
24	Liquidated Damages (LD)	
25	Confidentiality	
26	Indemnity& Limitation of Liability	
27	Intellectual Property Rights	
28	Non-Transferable Offer	
29	Responsibility for Completeness	
30	Force Majeure	
31	Exit Clause	
32	Termination of Contract	
33	Restriction on Procurement due to National Security	
34	Audit	
35	Implementation Period	
36	Normalization of Bids	
37	Conflict of Interest	

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
38	RFP Ownership	
40	Proposal Ownership	
41	Tender/RFP Cancellation	
42	Publicity	
43	Arbitration	
44	Dispute Resolution & Jurisdiction	
45	Submission of Bids	

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

49. Annexure E - Un-priced Commercial Bid

Description	Amount in (Rs.)
Consultancy fee for the study of the existing IT Infrastructure (hardware, applications, network& security), designing a future IT landscape and implementation of the future IT landscape	XX
Total Cost to Ownership (TCO)	XXX

TCO in Words = Rupees.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Note:

1. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes.
2. In case of any discrepancy, TCO quoted in words will be considered.
3. The price quoted should be inclusive of Cost of deliverables and all services mentioned in this RFP as per Bank's requirement.
4. Payment will be made as per the mentioned Payment Terms.
5. Bank will not consider any conditions mentioned in the commercial bid. Bank reserve the right to disqualify the bidder if any deviation/conditions are mentioned in the commercial bid.
6. All the prices are mandatory to be quoted else bid is liable to be rejected.

Authorized Signatory:

Place:

Name & Designation & mail ID:

Date:

Business Address:

50. Annexure F - Commercial Bid

Description	Amount in (Rs.)
Consultancy fee for the study of the existing IT Infrastructure (hardware, applications, network& security), designing a future IT landscape and implementation of the future IT landscape	
Total Cost to Ownership (TCO)	

TCO in Words = Rupees.....

Note:

1. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes.
2. In case of any discrepancy, TCO quoted in words will be considered.
3. The price quoted should be inclusive of Cost of deliverables and all services mentioned in this RFP as per Bank's requirement.
4. Payment will be made as per the mentioned Payment Terms.
5. Bank will not consider any conditions mentioned in the commercial bid. Bank reserve the right to disqualify the bidder if any deviation/conditions are mentioned in the commercial bid.
6. All the prices are mandatory to be quoted else bid is liable to be rejected.

Authorized Signatory:

Place:

Name & Designation & mail ID:

Date:

Business Address:

51. Annexure G - Declaration for Compliance

(Ref. No. UBI/DIT/2022-23/49)

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Signature:

Name

Date

Seal of company:

(If left blank it will be construed that there is no deviation from the specifications given above)

52. Annexure H - Undertaking by Bidder

Place:

Date:

To:

The General Manager,
Union Bank of India,
5th floor, Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

Undertaking (To be submitted by all Bidders' on their letter head)

(Ref. No. UBI/DIT/2022-23/49)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

53. Annexure I - Confidentiality / Non-Disclosure Agreement

(Ref. No. UBI/DIT/2021-22/49)

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2022, 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, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400021 (hereinafter referred to as “Union Bank” 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 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 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 2 years beyond contract period of one year. 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 _____ 2022

Signed and delivered by

M/s _____

Signed by:

Name

Title

in the presence of

.....

Signed and delivered by

Union Bank of India

Signed by:

Name

Title

in the presence of

.....

54. Annexure J - Reference Site Details

(Ref. No. UBI/DIT/2021-22/49)

The reference sites submitted must be necessarily of those Banks/Companies where the proposed vendor/ OEM's product has been awarded the contract prior to Issuance of this RFP. For those references where the offered solution is accepted but Network Access Control is not started, the acceptance should be valid as on the last date for submission of bids at Union Bank of India.

Please provide reference details in the format defined below:

Particulars	Response
Name of the Institution	
Country of Operation	
Address of the Organization	
Date of commencement of implementation	
Date of Go-live/Commencement of project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users	
Name of the contact person for reference	
Contact details of contact person	
Modules used at Branches/Offices	
Project Details <ul style="list-style-type: none"> a. Operating System b. Middleware c. Security features d. Maintenance & support 	

(Enclose necessary documentary proof)

*Provide Information in respect of at least 1 major customer who fulfills the qualification Criteria. References may be enclosed from the customer from the above reference.

Dated this..... Day of 2022

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

55. Annexure K - Format for Performance Bank Guarantee (Covering Delivery obligations)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs.500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

To
Union Bank of India,
5th floor, Technology Centre, Union Bank of India,
Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

Dear Sir,

In consideration of Union Bank of India, 5th floor, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Andheri (East), Mumbai-400072, placing an order for **Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB** on _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (hereinafter called the said contract), we _____ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the) for **Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB** as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we _____ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing

from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____(Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until _____ , whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before _____.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. _____(Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and

will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed 3% of the TCO.
- II) This bank guarantee shall be valid up to _____.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____ 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

56. Annexure L - Pre-Contract Integrity Pact

Tender Ref. No. UBI/DIT/2021-22/49

INTEGRITY PACT

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

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).

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

4. Commitments of the Buyer

4. 1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time.

Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

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

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

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

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of two years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller

/Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

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

8. Sanctions for Violation

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

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

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

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

9. Compensation for Damages

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

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

10. 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 PSUs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded”.

11. Independent External Monitor(s)

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

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

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

- 11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, 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.

12. Law and Place of Jurisdiction

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

13. Other Legal Actions

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

14. Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires 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.

14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Union Bank of India.

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not

been made.

15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with Union Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. The Parties here by sign this Integrity Pact at _____ on _____
(Seller/Bidder) and _____ on _____ (Buyer)

BUYER

Signature:

General Manager/Dy G M,
Union Bank of India,
.....Division

BIDDER * /SELLER*

Signature:

Authorized Signatory (*)

Date:

Stamp:

Date:

Stamp:

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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

57. Annexure M - Bid Security Declaration

Ref. No. UBI/DIT/2021-22/49

To

Union Bank of India
Department of Information Technology,
1/1A, Technology Centre,
Adi Shankaracharya Marg,
Powai, Andheri (East),
Mumbai-400072

Dear Sir,

Subject: Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB

We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if:
 - a) we fail to execute Contract within the stipulated time.
 - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

58. Annexure N - Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:

Date:

Signature:

Name & Designation:

Business Address:

59. Annexure O - Know Your Employee (KYE) Clause**Ref. No. UBI/DIT/2021-22/49**

(Bidder has to submit Undertaking on company letter head as per format given below).

1. We _____ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____
(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, credit history, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for _____ (Name of the RFP)."

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

60. Annexure P - Certificate of Waiver for MSE Firms

(in Letter head of Chartered Accountant)

Ref. No. UBI/DIT/2021-22/49

Date:

TO WHOMSOEVER IT MAY CONCERN

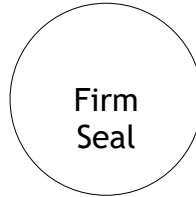
This is to certify that M/s. _____, having registered office at _____ has made an investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2021. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature
Name
Reg.No

VID No.



61. Annexure Q - Letter for Refund of EMD

LETTER FOR REFUND OF EMD (To be submitted by the unsuccessful bidders)

Date:

The General Manager,
Union Bank of India,
Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

We _____ (Company Name) had participated in the **Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB** and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	BG/DD Number	Drawn on (Bank Name)	Amount (Rs)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign

Name of the signatory

Designation

Company Seal.

62. Annexure R - Bank Guarantee for EMD

Date:

To

Union Bank of India,
Department of Information Technology,
1/1A, Adi Shankaracharya Marg, JVLR,
Opp. Powai Lake (Andheri East),
Powai (Andheri East), Mumbai 400072.

Dear Sir,

M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the **Request for Proposal (RFP) for Engaging Consultant for IT Infrastructure upgrade in IIBMB**, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs.6,00,000.00 (Rupees Six lac Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

1. Withdraws its bid during bid validity period
2. Refuses to honor commercial bid. Bank reserves the right to place order onto Bidder based on prices quoted by them.
3. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs.6,00,000.00 (Rupees Six Lac Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs.6,00,000.00 (Rupees Six Lac Only).
- 2) This Bank guarantee will be valid up to _____; with a claim period of 45 days thereafter and

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

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.)

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

63. Annexure S - Restriction on Procurement due to National Security

(This Certificate should be submitted on the letterhead of the bidder by an authorized signatory)

Date:

To,
The General Manager,
Union Bank of India,
5th floor, Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

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

64. Annexure T -Implementation Team Profile

RFQ Ref No. UBI/DIT/2021-22/49

Team profile

Name	
Designation	
Professional Qualification	
Experience with bidding firm	
Experience with other companies	
Membership in any professional body	
Details of Project handled with details of client, representing which organization, as member of the team or team leader etc.	

Name

Designation

Professional Qualification

Experience with bidding firm

Experience with other companies

Membership in any professional body

Details of Project handled with details of client, representing which organization, as member of the team or team leader etc.

Note:

A. Include details of team members who will be involved in the project.

B. Relevant experience refers to the experience of the employee on either exactly the same product / set of products being proposed or on similar projects.

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id: