



Request for Proposal (RFP) for Selection of Service Provider for Sending Bulk Emails

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) which should be submitted on or before last date or at the 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	DIT	Department of Information Technology, UBI
6	DR	Disaster Recovery
7	e-AB	Erstwhile Andhra Bank
8	e-CB	Erstwhile Corporation Bank
9	MSME	Micro, Small & Medium Enterprises
10	NAC	Network Access Control.
11	NDA	Non-Disclosure Agreement
12	NSIC	National Small Industries Corporation
13	OEM	Original Equipment Manufacturer or OEM is the organization which have developed/ created the product/ software and hence is entitled to distribute the same.
14	PBG	Performance Bank Guarantee
15	PDF	Portable Document Format
16	PO	Purchase Order
17	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.
18	Proposal/ Bid	The Bidder’s written reply or submission in response to this RFP.
19	PSB	Public Sector Bank
20	PSU	Public Sector Undertaking
21	RFP	The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
22	SLA	Service Level Agreement
23	Solution/ Services/ Work/ System	“Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.

SN	Abbreviations	Description
24	Supplier/ Contractor/ Vendor	Selected Bidder/ Service Provider/ System Integrator under this RFP.
25	TCO	Total Cost of Ownership
26	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.
27	TO	Technical Offer
28	UBI or Union Bank	Union Bank of India (Pre-amalgamated Union Bank of India)

Schedule of Events & Bid Details

Ref. No. UBI/DIT/2022-23/06

Start Date& Time of issue of RFP/ Document Download	13.05.2022 at 11:00 Hours
Date and time of Online Prebid Meeting	19.05.2022 by 11:00 Hours
Last date and time for submission of query	20.05.2022 by 17:00 Hours
Last date and time of Downloading of RFP	03.06.2022 by 15:00 Hours
Last date and time for submission Of Bidding Document	03.06.2022 by 16:00 Hours
Date and Time of Technical Bid Opening	03.06.2022 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.3,00,000/- (Rupees Three 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, vandana.tigga@unionbankofindia.com & sanjiiev@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. Objectives of the RFP

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 selection of service provider for sending bulk email.

Bank invites proposals from eligible bidders for sending bulk e-mails to its customers periodically during its course of business. This invitation of Bids is open to all OEMs/firms having presence in India to fulfil the minimum qualification criteria as mentioned in bid document. The main purpose of this RFP is to engage service provider for bulk email services on OPEX model.

- 2.1 For sending transactional/promotional and periodical emails like statement of accounts/alerts/advisories etc.
- 2.2 To engage the services of bulk email solution provider for the period of 3 years from the date of go live.

3. Definitions

- 3.1. ‘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.
- 3.2. ‘RFP’ means this Request for Proposal prepared by Union Bank of India for selection of service provider for sending bulk email.
- 3.3. ‘Bidder’ means a vendor submitting the proposal in response to this RFP.
- 3.4. ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 3.5. ‘Proposal’ means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.

4. 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.abcpocure.com. The response should be uploaded online at the e-procurement Portal <https://ubi.abcpocure.com>.

5. Eligibility Criteria

- 5.1. 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.

- 5.2 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.
- 5.3 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.

6. Broad Scope of Work for Bulk Email Services (Opex Model)

6.1 The Bank desires to avail enterprise class Bulk Mailing Solution on OPEX model with the Service Level Agreement (SLA) for a period of 3 years. The Bank proposes to procure services of robust, reliable and feature-rich Bulk Mailing platform to deliver outgoing mails to Bank's desired entities' mail box with Bank's sender-id.

6.2 The emails sent to individual customers, addressing of the customer will require personalization like 'Dear Mr. /Mrs. /Ms. So-and-So'.

6.3 The bank wants to send mailers in the categories mentioned below:

6.3.1 Internal Mailers - (Email alerts generated by various internal Applications of the Bank

6.3.2 Receiving Response Mail

6.3.3 Transaction Mailers / Email alerts for customers (e.g. ATM Transaction alerts)

6.3.4 Promotion Mailers (Marketing)

6.4 The emails need to be transmitted via all secure channels/ports.

6.5 There will be two types of emails being sent out to customers: (indicative size Up to 2MB size).

6.5.1 **Transactional Emails**-These are Password protected statements of customers or transaction alert emails in PDF format sent out on a daily, weekly, fortnightly, monthly, quarterly, half yearly and yearly basis and from time to time. The Bank would create statements of the customers in PDF format and provide the same along with the customers' email addresses in CSV format on a portable media or through STP (Straight through processing). These emails will be uploaded to the bulk email application system using Application Program Interface (API) provided by bidder. The bidder needs to send the same to the customers through their email delivery system and furnish a report on the status of delivery to the Bank for every batch of emails sent. Bidder has to maintain security/confidentiality of the content & data of the customers. The Application should also support for sending bilingual/multilingual emails.

6.5.2 **Promotional Emails**-Promotional mails have a single text/graphics content that is common to all the customers. While the content of the mail is the same, it would be emailed to all the customers indicated in the list. Accordingly, there should be an Application Program Interface (API) from the bidder, made available at the Bank site using which the desired promotional emails may be uploaded to the bulk email application system. The bidder will send the emails uploaded to their system, the final broadcasted file format should be in HTML or Text based on requirement, to the respective individual customer and furnish a report to the

Bank on the status of delivery of the mails for the batch of mails so sent. There should be a contingent arrangement to forward the promotional emails. Bank's responsibility is to provide the required content along with customer email data for sending e-mails.

6.6 The bidder's responsibility will, inter alia, include:

- 6.6.1. To keep the requisite infrastructure for proposed solution including requisite hardware, software and manpower at bidder's premises for sending (40 crores of email annually) bulk emails received from the Bank. The volume mentioned of email is indicative. It may increase or decrease based on actual requirement.
- 6.6.2. Sending across sample e-mails to few email-addresses specified, before processing any batch of bulk emails received from the Bank.
- 6.6.3. The Bank requires that mails received by the bidder's infrastructure are delivered to the recipients' server within the time norms i.e. for Transactional Emails / Email Alerts / OTP Mails, etc. It should be 1 Minute and for Campaign / Promotional Mails, etc. It should be 1 Hour.
- 6.6.4. Periodical broadcasting of Promotional, Interactive and transactional emails from time to time.
- 6.6.5. Active support is required to import master email list/criteria based email list as per Periodical requirements from time to time.
- 6.6.6. Interface required for integration of pre-existing customized PDF file (Transactional emails) pre-fit for sending it to the customers.
- 6.6.7. Interface required for integration of promotional mail content pre-fit for broadcasting and broadcasting the same.
- 6.6.8. Providing delivery assurance of the emails within a period of 24 hours for promotional emails from the receipt of go-ahead from the Bank i.e. once the sample mails are approved by the Bank, the Solution Provider needs to complete the assignment of sending emails within 24 hours.
- 6.6.9. Providing periodical broadcast reports like email delivery success / failure status report/statistic report to the Bank for every batch of emails sent, on completion of the assignment time to time. The bidder should also provide management console to the Bank.
- 6.6.10. Solution provider should ensure that mails sent should not get classified as junk mail or spam mail by leading email service providers like Gmail, yahoo, Hotmail etc.
- 6.6.11. The application provided by bidder should be capable enough to handle promotional and transactional email broadcasting simultaneously.

- 6.6.12. There should be a facility to pause/resume an ongoing activity to initiate another urgent activity.
- 6.6.13. Data to be purged at the end of the month of broadcasting.
- 6.6.14. Separate Unsubscribe options should be available for both promotional and transactional emails. The application software should have option to suppress individual email based on email or with other credentials available in the imported email list.
- 6.6.15. Generation of Transactional emails will be handled by the bank. The Transactional email is in PDF file format with password protected and the bank will provide corresponding email ids for each transactional file generated. The required content/body of the transactional email part should be handled by the bidder. The support and services required for design and creating content/body of the transactional mail is the responsibility of the bidder. The content/body of the transactional mail may have images which may change time to time.
- 6.6.16. Existing suppression list/unsubscribe list for both promotional and transactional emails will be given by the bank and the same list should be incorporated in the application provided by the bidder.
- 6.6.17. The bidder must have arrangements/back to back tie-ups with OEM (IF ANY) to undertake all software upgrades / modifications necessary to confirm to any changes or modifications required by the Bank and in compliance with RBI/ other regulator (in time bound manner), from time to time, during the contract period.
- 6.6.18. The proposed solution should have provision of handshake / interface / integration with Bank's existing Systems/ software / CBS (Finacle)/ e-Banking, Mobile Banking, SFTP, DMS, CAPS Loan module, e-Platform, CRM, OCRM, Call Centre, Bank's email, SMS Systems, etc.

6.7 Campaign management Requirements:

- 6.7.1 To provide campaign creation facility, To View existing campaign, To Pause/Start Campaign, To Stop/Delete Campaign, To Schedule Email Campaign at date and time.
- 6.7.2 To select recipients/subscribers for email campaigns, to provide guidance/steps for creating campaign.
- 6.7.3 To provide personalize email service for single users customized personal emails i.e. welcome email, Birthday's, Anniversary etc., using the CSV data import in the application, for example the system will automatically sent the birthday according to the date, name available in the imported data.
- 6.7.4 To provide sample templates as per current market standard this can be used instantly while creating the campaign.
- 6.7.5 To Test & Preview Campaign before starting. To provide the testing feature for email campaigns before final execution. The emails are tested for their content

- accuracy, scheduling, removal of duplicates, high volume handling and a number of other features.
- 6.7.6 Provision for sample email to specified email addressed.
 - 6.7.7 Scheduling of Emails, high Volume Rapid Sending, Large pools of IPs, Queue Management, auto de-dupe before sending, Test before Sending, Call back request, Send Reminders, send statements/Points.
 - 6.7.8 Emails broadcasting type could be one to many or one to one which depend upon the requirement.
 - 6.7.9 Email Format to be in HTML or Text based as per requirement
 - 6.7.10 2 MB maximum attachment can be added along with the mass mail content.
 - 6.7.11 Option to import customer email data in CSV file format for importing email list required for broadcasting.
 - 6.7.12 Admin account can see the number of email credits(email*recipients) used and pending.
 - 6.7.13 Option to fetch email draft from other email source. The Draft email may be sent to mass email service system email id.
 - 6.7.14 Email templates should be optimized for mobile, tablet devices and default templates for mass email drafting, Newsletters etc.
 - 6.7.15 Option to Subscribe/ Unsubscribe mass emails. If unsubscribed, the recipient should not receive any mail from the server till it again subscribes the same.
 - 6.7.16 All details of logs and distribution to be maintained in the system unless deleted by the bank.
 - 6.7.17 The deployment should be in such a manner that upward scaling of server resources are possible.
 - 6.7.18 Admin login for Union Bank of India Administrator to perform email campaign. The database uploaded by the Admin user cannot be modified and copied by other users except Super user.
 - 6.7.19 Categorization of email bounces that occur on mass email sent and hard bounces should be immediately unsubscribed. In order to keep a record, all bounced data should be exported.
 - 6.7.20 Spam Check: strict anti-spam policies should be enabled to check SPAM and quality to be maintained.
 - 6.7.21 Anti-Spam features: To make sure that authenticity of the sender is ensured. Full mailing address of sender is visible along with prominent unsubscribe button in the header and footer and 'Report as Spam' button in the header.
 - 6.7.22 Reports required tracking the campaign's performance and determining behaviour of the target audience. Sent/Open Report, Bounce Report, opt out

Report, subscribe - Unsubscribe user report, Click-through, Domain-wise and SPAM complaints etc. Availability of Graphical report.

6.8 MIS Report Generation requirements:

6.8.1 Service provider should have a dashboard which will generate detailed Email Statistics /reports. Example of reports to be generated are given below, these reports should be downloadable: -

6.8.1.1 Email Open Rate Statistics (with email ids, date & time).

6.8.1.2 Email Click through Rate Statistics (with email ids, date & time).

6.8.1.3 Email Bounce Rate Statistics (with email ids, date & time).

6.8.1.4 Email landed in Junk Box.

6.8.1.5 Unsubscribed Emails (with email ids, date & time).

6.8.1.6 Response Received Statistics (with email ids, date & time).

6.8.2 MIS details of sending emails and Acknowledgment etc. to be submitted on daily basis.

6.8.3 Providing periodical broadcast reports like email delivery success / failure status report/statistic report to the Bank for every batch of emails sent, on completion of the assignment time to time. The bidder should also provide management console to the Bank.

6.8.4 Data of transactional emails should not rest with Bidder after sending transactional emails to Banks customer. Undertaking on bidder's letterhead to be submitted for not retaining data after sending emails.

6.8.5 No replica / copy of transactional email should be with Bidder. Undertaking on bidder's letterhead to be submitted for not retaining transactional email data after sending emails.

6.9 Database Management Requirements:

6.9.1 Option to manage user database campaigns reach the maximum number of targeted audience, and bounces or duplicates are eliminated.

6.9.2 Option to Upload subscriber information easily from .csv through Admin login, Facility for Groups, List.

6.9.3 Database Security - Once the database is uploaded, it gets encrypted and hence cannot be extracted or downloaded back from the front end (online account) except super user.

- 6.9.4 Database Validation - Genuine typo errors (presence of punctuation errors like comma, semi colon, absence of @ symbol, etc.) and duplicates to be detected when a database is uploaded. They should be removed from the database, listed in a separate file and emailed back to the client. This is an automated mechanism.
- 6.9.5 Easy export of reports to a CSV or Same List or other list.
- 6.9.6 Supports SMTP, API, HTTP, HTTPS connections.
- 6.9.7 Comprehensive report of the overall activity in Real Time.
- 6.9.8 Reports on Bounces, Drops, Sent, Delivered, Opened, Clicked, Unsubscribed, Abuse.
- 6.9.9 Preview of mail in various browsers and ISP mailboxes.
- 6.9.10 Detailed Logs for the entire emailing activity carried in last 3 months.

6.10 Infrastructure Capacity

- 6.10.1 Bidder need to ensure requisite hardware as per sizing to match the broadcast volume of Union Bank of India. The Mass email service should be available 24*7 without any down time. Bidder need to facilitate multiple public IPs to address broadcasting. Any service/patch upgradation to be performed in non-working hours.
- 6.10.2 Mass mail solution should be Web based application and compatible with cross browser i.e. Google chrome, IE, Mozilla etc.
- 6.10.3 Service providers should ensure that mails sent from their domain / IPs do not get classified as junk mail or spam mail by leading email service providers like Gmail, yahoo, Hotmail etc.
- 6.10.4 Server Capability should be broadcasting 50,000 email Credit/hour. i.e. One Email to 2 Lakh Members should be completed within 4 Hours.
- 6.10.5 Service continuity in case of technical / financial failure at the Bidder's end
 - a) The bidder must have its own Level III/Tier III DC and DR located in India with adequate redundancy to support in case of any technical failure at Bidder's end.
 - b) The bidder should have DR capability from at least two different seismic zones in two different geographical locations for ensuring business continuity.

6.11 Support requirement

- 6.11.1 Providing 24 X 7X365 Support on email and phone. Bidder need to facilitate mass email service without any down time. In case of any failure, same need to fixed immediately and alternative service needs to be facilitated.
- 6.11.2 Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- 6.11.3 Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
- 6.11.4 Providing Dedicated Public IP's and Warming up of Pubic IP address capable of broadcasting 50,000 email Credit/hour. i.e. One Email to 2 Lakh Members should be completed within 4 Hours to Feedback loop process and white listing of one unit of IP address to be multiplied as required.
- 6.11.5 Providing complete documentation of all system, features, training material and guidelines for mass email service.

6.12 Project Timelines and Deliverables

The bidder will be required to provide all necessary assistance to ensure successful implementation of the project from the time of engagement. All the components and their associated functionalities mentioned in the RFP are expected to be delivered within 4 weeks from the date of purchase order.

7 Locations to be Covered

The Bulk email services are to be initiated at Mumbai. The location may be changed/closed or added in future as per Bank's business demand in future. In such case the bidder should setup the solution in the new location without incurring additional cost to the bank.

8 Project Validity

The validity of this project is for 3 years. Duration of validity of the project will be calculated starting from the date of obtaining sign-off from the Bank.

9 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.

10 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.

11 Instructions for Bid Submission

11.1 Cost of RFP

- 11.1.1 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.
- 11.1.2 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.
- 11.1.3 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.

11.2 Bid Security/EMD (Refundable)

- 11.2.1 The bidder should deposit bid security of Rs.3,00,000/- (Rupees Three 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.
- 11.2.2 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 S](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
- 11.2.3 Other terms & conditions relating to Bid security is as under:
- 11.2.4 No interest will be payable on the Bid Security amount.
- 11.2.5 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 T](#).
- 11.2.6 Bid Security will be forfeited in the following cases:
 - 11.2.6.1 If a bidder withdraws its bid during the period of bid validity; or
 - 11.2.6.2 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.
 - 11.2.6.3 In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in.

11.2.6.4 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.

11.2.7 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 M](#), for 3% of TCO, valid for the entire contract period.

11.2.8 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 N](#).

11.3 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 M](#), for 3 % of TCO for the entire period of the contract i.e. 3 years, 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, e-Andhra Bank and e-Corporation Bank. 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.

11.4 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.

11.5 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.

11.6 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.

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

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

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

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

11.6.5. 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.

11.7 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:

11.7.1. Technical bid - Part I: "Technical Bid for Selection of Service Provider for Sending Bulk Emails".

11.7.2. Commercial bid - Part II: "Indicative Commercial Bid for Selection of Service Provider for Sending Bulk Emails".

11.7.3. Any bid document not conforming to any one of the above terms will be rejected.

11.7.4. In the first stage, EMD/security deposit submitted by bidder will be reviewed and if these are as per RFP document then only TECHNICAL BID will be evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document only shall be short-listed for commercial evaluation.

11.7.5. After evaluation of indicative commercial bids, the L1 bidder will be selected using Reverse Auction process. Reverse Auction Rules are given in [Annexure L](#).

11.7.6. The indicative commercial bid will be used for finalizing the starting bid for reverse auction. After completion of the reverse auction, selected bidder should submit the price break-up as per the [Annexure G](#).

11.8 Technical Bid

11.8.1. 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.

11.8.2. The Technical Bid - Part I must be submitted online.

11.8.3. 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:

11.8.3.1. Bid security of Rs.3,00,000/- (Rupees Three 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.

11.8.3.2. 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 S](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

11.8.3.3. Non submission of above documents i.e. Bid Security at the time of bid submission will be liable for rejection of bid.

11.8.3.4. 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.

11.8.4. The following documents are to be submitted online at the e-procurement site <https://ubi.abcpurchase.com>:

- 11.8.4.1. [Annexure A](#) - Letter of Acceptance
- 11.8.4.2. [Annexure B](#) - Bidder's Profile Format
- 11.8.4.3. [Annexure C](#) - Eligibility Criteria
- 11.8.4.4. [Annexure D](#) - Technical Specification
- 11.8.4.5. [Annexure E](#) - Compliance to RFP Terms & Conditions
- 11.8.4.6. [Annexure F](#) - Un-priced Commercial Bid
- 11.8.4.7. [Annexure H](#) - Declaration for Compliance
- 11.8.4.8. [Annexure I](#) - Undertaking by Bidder
- 11.8.4.9. [Annexure J](#) - Confidentiality / Non Disclosure Agreement
- 11.8.4.10. [Annexure K](#) - Reference Site Details
- 11.8.4.11. [Annexure L](#) - Business Rules for Reverse Auction

- 11.8.4.12. [Annexure L\(A\)](#) - Compliance Statement for Reverse Auction
 - 11.8.4.13. [Annexure L\(B\)](#) - Letter of Authority for Participation in Reverse Auction
 - 11.8.4.14. [Annexure L\(C\)](#) - Undertaking of Process Compliance for RA
 - 11.8.4.15. [Annexure N](#) - Bid Security Declaration
 - 11.8.4.16. [Annexure P](#) - Know Your Employee (KYE) Clause
 - 11.8.4.17. [Annexure Q](#) - Restriction on Procurement due to National Security
 - 11.8.4.18. [Annexure R](#) - Undertaking of Information Security
 - 11.8.4.19. 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.
 - 11.8.4.20. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid
 - 11.8.4.21. Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.
 - 11.8.4.22. 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.
 - 11.8.4.23. 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.
 - 11.8.4.24. 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.
 - 11.8.4.25. Documents and brochures pertaining to product that will be deployed in the proposed solution including testing plan, road map, workflow and procedures etc.
 - 11.8.4.26. 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.
- 11.8.5. 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.

- 11.8.6. 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.
- 11.8.7. 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.
- 11.8.8. 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.abcpocure.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.

11.9 Indicative Commercial Offer

The commercial offer must not contradict the Technical offer in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

- 11.9.1 The Indicative Commercial Bid - Part II should be submitted online at the e-Procurement site as per [Annexure G](#) by way of entering the values in the format provided at the site. This must contain all prices in Indian rupees (INR).
- 11.9.2 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.

11.10 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, vandana.tigga@unionbankofindia.com and sanjiiev@unionbankofindia.bank with subject "RFP for Selection of Service Provider for Sending Bulk Emails" as per [Annexure O](#).

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>.

11.11 Other Terms and Conditions of RFP

- 11.11.1. 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.
- 11.11.2. 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.
- 11.11.3. 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.
- 11.11.4. 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.

11.12 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.

- 11.12.1. 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.
- 11.12.2. 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.
- 11.12.3. 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.

11.13 Technical Bid Evaluation

- 11.13.1. 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.
- 11.13.2. 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.

- 11.13.3. 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.

11.14 Commercial Bid Evaluation through Reverse Auction

- 11.14.1 For finalization of the most competitive offer, the Bank will conduct 'Reverse auction'. The detailed procedure and Business rules for the Reverse auction is given as per [Annexure L](#) and are also available on Bank's web site.
- 11.14.2 The indicative commercial proposals of only those bidders who are qualified in the technical evaluation would be opened and the lowest indicative prices may be taken as the starting bid for conducting reverse auction under E-procurement process. The detail of reverse auction under e-procurement process is given as per [Annexure L](#). The L-1 bidder emerging from reverse auction process will submit a detailed breakup of total cost as per the indicative commercial offer ([Annexure G](#)).
- 11.14.3 The technically qualified bidders will participate in the Reverse auction process that will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz. date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for 'Reverse auction' under E-Procurement process.]
- 11.14.4 The indicative commercial offer must not contradict the Technical offer in any way and should include the indicative cost of all the items offered as per [Annexure G](#). This must contain all price information in Indian rupees (INR).
- 11.14.5 The lowest Indicative commercial offers (total cost) may be taken as the starting bid or Bank may decide starting bid of Reverse Auction based on past experience. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.
- 11.14.6 The L-1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of Final price (last bid price) again in [Annexure G](#). Failure or refusal to offer the services/goods at the price committed through Reverse Auction

shall result in suspension from participation in any future tenders of the Bank for 2 years, which please be noted.

11.14.7 The final decision on the bidder will be taken by Union Bank of India. Union Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

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

11.15 Rules for Re-Reverse Auction

11.15.1. Bank may consider the option of a Re-reverse Auction in following circumstances:

11.15.1.1 During the process of reverse auctions, if there is either no bids from logged in bidders or only one bidder puts up bid/s, Bank may decide a re-reverse auction by taking fresh Indicative prices from all qualified bidders in sealed cover only, to amend the start price for Re-reverse auction.

11.15.1.2 In case the start price for the Reverse Auction event is decided by Bank and there are no bids or only one bid/s by a single bidder in the Reverse Auction, Bank may decide Re-reverse Auction while further amending the start price.

11.15.1.3 Reverse auction will be valid only if two or more bidders are participating in the reverse auction event.

11.15.1.4 In all the above circumstances, the functional head of the department may take a decision on re-reverse auction.

11.16 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 RFP.

11.16.1 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.

11.16.2 "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.

11.16.3 "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

11.16.4 The beneficial owner for the purpose of (16.17.3) 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.

11.16.5 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.

11.16.6 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”.

11.16.7 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.

11.17 Award of contract

On completion of evaluation of commercial bids, Bank will determine the L1 bidder and contract will be awarded to lowest bidder after reverse auction process as per [Annexure L](#).

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.

12 Price Composition

12.1 TCO is for contract period of 3 years. The price quoted should be inclusive of all charges as per Banks requirement mentioned in [Annexure G](#) - Indicative Commercial Bid.

12.2 The commercial bid should be quoted in the Indicative commercial bid format attached to this bid.

12.3 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

12.4 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.

12.5 If the cost for any line item is indicated as zero/nil/blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

12.6 Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

- 12.7 Bank will not pay any labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in the TCO.
- 12.8 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.
- 12.9 Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall make such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

13 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.

14 Rejection of Bid

The Bid is liable to be rejected if:

- 14.1. The document does not bear signature of authorized person in each page and duly stamp.
- 14.2. It is received through Fax/E-mail.
- 14.3. It is received after expiry of the due date and time stipulated for Bid submission.
- 14.4. 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.
- 14.5. It is evasive or contains incorrect information.
- 14.6. Any form of canvassing/ lobbying/ influence/ query regarding shortlisting, status etc. will be a disqualification.
- 14.7. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.

- 14.8. Bids dropped in tender box or submitted in physical hard copy format.
- 14.9. Non-submission of EMD/waiver certificate.
- 14.10. Unpriced Commercial Offer is not submitted along with Technical Offer.
- 14.11. Format of Commercial Offer differs from unpriced commercial Offer.

15 Modification and Withdrawals of Bid

The bidder may modify its bid's submission anytime by logging in to the website <https://ubi.abcpurchase.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.

16 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 to the email id's mentioned in this RFP along with details which includes representative/s name, designation, Mobile number, name of the organization etc. with subject as "RFP for Selection of Service Provider for Sending Bulk Emails". The URL for joining the online Prebid meeting through Microsoft Teams app will be sent to those who have submitted authorization letter within the scheduled date and time.

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.abcpurchase.com>.

17 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.abcpurchase.com> on or before stipulated date & time mentioned in the RFP.

EMD 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.

18 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.

19 Payment Terms

- 19.1. No advance payment will be released against purchase order.
- 19.2. The payment will be made against Performance reports and invoices duly signed by the Bank officials.
- 19.3. 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.
- 19.4. Any penalties / liquidated damages imposed on the bidder for non-performance will be deducted from the payment as deemed necessary
- 19.5. Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- 19.6. The Bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the daily/weekly/monthly reports for which payment is being claimed.
- 19.7. All the payments to the Bidder shall be subject to the report of satisfactory accomplishment of the concerned task.
- 19.8. All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of Bank for this purpose.
- 19.9. Penalties if any, on account of non-compliance of Service Requirements/ liquidated damages, if any, shall be deducted from the invoice value/ EMD amount.

- 19.10. The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, octroi, duties, local body tax, fines and penalties (including without limitation sales tax, value added tax, service tax, excise duties and customs duties, if any) by whatever name called, as may become due and payable in relation to the Services.
- 19.11. Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- 19.12. Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
- 19.13. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
- 19.14. Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- 19.15. It is clarified that any payments of the charges made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.
- 19.16. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.
- 19.17. All the payments to the Successful Bidder shall be subject to the performance/delivery of the Services to the satisfaction of Bank for this purpose.
- 19.18. Penalties / liquidated damages, if any, shall be deducted from the invoice value.

20 Order Cancellation

20.1 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:

- 20.1.1. 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.
- 20.1.2. Delay in completion of project.
- 20.1.3. Serious discrepancies noted in the inspection.

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

20.2 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:

- 20.2.1. Non-submission of acceptance of order within 7 days of order.
- 20.2.2. Excessive delay in execution of order placed by the Bank.
- 20.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 20.2.4. The bidder goes in to liquidation voluntarily or otherwise.
- 20.2.5. The progress made by the selected bidder is found to be unsatisfactory.
- 20.2.6. Bidder provides evasive or incorrect information.

- 20.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract 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.
- 20.4 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.
- 20.5 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.

21 Adherence to Cyber Security 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 P](#) - 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.

22 Liquidated Damages (LD)

If Successful bidder fails 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:

- 22.1 LD for delay in delivery/ installation/implementation/ deployment of licenses for each week of delay beyond the scheduled commencing date or part thereof will be a sum equivalent to 1% of order value or unperformed Services. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost excluding FMS cost, Bank may consider termination of the contract or purchase order.
- 22.2 The overall LD during implementation will be to a maximum of 10% of the total cost of the project excluding FMS cost.
- 22.3 Part of week will be considered as full week.
- 22.4 Any delay by the bidder in performance of its delivery obligations shall render the bidder liable to the imposition of liquidation damages, unless extension of time is agreed upon without application of liquidation damages.
- 22.5 Bank can deduct the amount of liquidated damages from any money belonging to the Successful bidder in its hands (which includes BANK’s right to claim such amount against Successful bidder’s Performance Bank Guarantee) or which may become due to the Successful bidder.

22.6 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.

22.7 Bank reserves the right to condone the delay, if it is not attributable to the Successful bidder.

23 Service Level Agreement

23.1. The Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

23.2. Penalty mentioned in this SLA will be levied on the Bidder based on uptime and compliance level delivered through the implemented solutions and/ or services rendered by the bidder after successful implementation as specified in the Project Plan for Implementation.

23.3. The Bidder shall have to enter into a “Service Levels Agreement” with Bank covering all terms and conditions of this tender.

23.4 Penalty for non-availability of the solution (Non-planned Downtime): -

23.4.1 The bidder has to maintain a guaranteed minimum uptime of 99.5% for all functionalities of Bulk Mail Solutions under this RFP to avoid any disruption due to breakdown of system or degraded performance or unavailability of application. The bidder shall ensure that the entire solution is available to the BANK in proper working condition viz. uptime of 99.5% of the time on a 24 x7x365 basis. Uptime: Bidder will have to guarantee a minimum uptime of 99.5% Application availability along with the requisite software (as provided by the bidder if any) will be 99.5% on 24x7x365. A Service Level Default will occur when the bidder fails to meet Minimum uptime(99.5%).

23.5 The calculation of uptime will be on a monthly basis.

Uptime %	Penalty
Uptime is greater than or equal to 99.50%	No Penalty
Uptime is less than 99.50% but greater than or equal to 98.00%	2% of cost of quarterly recurring payment
Uptime is less than 98.00% but greater than or equal to 96.00%	5% of cost of quarterly recurring payment.
Uptime is less than 96.00%	Penalty at an incremental rate of 1% of cost of quarterly recurring payment for every 0.1% lower than the stipulated uptime.

23.6 If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without

prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

23.7 Penalty

23.7.1 Penalty for Data breach: - In case of Data breach, the service provider will be liable for a penalty of 50% of total Project Cost.

23.7.2 The data should never leave geographical boundaries of India.

23.7.3 Any data breach must be reported immediately to the bank by service provider.

23.7.4 The data residing at the Bulk mail Solution should not be used for any other purpose than providing the services to the Bank.

23.7.5 If data is shared with the regulators and legal authorities, it needs to be advised immediately to the Bank.

23.8. The percentage uptime is calculated on a quarterly basis of each month in the said quarter using following formula:

$$\text{Uptime \%} = \frac{\text{Sum of total hours during in a month} - \text{Sum of downtime hours during in a month}}{\text{Sum of total hours during the month}} \times 100$$

Total hours during the month= No. of working days x 24 hours

23.9. The supplier shall provide uninterrupted services for ensuring implementation and maintenance of all solutions as per the requirements of the Bank in line with this RFP. Inability of the Supplier to either ensure deliverables as per the specifications within defined timelines or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause. Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenure of the Contract. The expected Service levels and the corresponding penalties for non-compliance are given as under:

23.10.1 Penalty will be calculated on monthly basis.

23.10.2 The successful bidder shall ensure that all the purchased licenses are active without any omission as per the total available assets at any point of time. Bidder shall have constant follow-up to activate/ re-install the licenses in case any system goes out of date and coordinate, follow-up in this regard, with the branches/ offices where such endpoint system is located.

23.10.3. Payment to be affected will be linked to the number of active licenses reporting to the centralized console of the Bank. Count of the active reporting system will

be arrived at as the daily average to the total active clients reporting to the centralized console of the Bank, during the payment period. Reports through automated process to be submitted by the successful bidder to the Bank.

- 23.10.4 Rs. 200.00 per inactive license per month will be charged as penalty if the license is inactive due to reasons owing to the selected bidder. This is applicable if licenses of solutions are activated in less than 98% of all in-scope endpoint.
- 23.10.5 Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the bank.
- 23.10.6 Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
- 23.10.7 The penalty, including LD is capped at maximum 10 % of TCO.

24 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by 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.

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 J](#) 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 bidder.

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:

- 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
- 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 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/maintenance 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 Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be affected.
- 32.10 Selected bidder is found to be indulging in frauds.
- 32.11 The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- 32.12 In the event of sub contract or assignment contrary to the terms of agreement.

33 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.

34 Contract Period

The successful bidder shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. The contract period for this project is 3 years. However, the contract period may be extended for additional 2 years at the same cost and terms & conditions on mutual consent of parties.

The extended contract period will be reviewed on yearly basis subject to satisfactory performance of the bidder. 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.

35 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.

36 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.

37 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.

38 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.

39 Tender/RFP Cancellation

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

40 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.

41 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.

42 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.

43 Submission of Bids

The bidders have to submit responses to the RFP through Online. Only original documents viz. Bid security 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 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.

44 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 Selection of Service Provider for Sending Bulk Emails with Ref. No. UBI/DIT/2022-23/06.

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.3,00,000/- (Rupees Three 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)

45 Annexure B - Bidder's Profile Format

Ref. No. UBI/DIT/2022-23/06

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)

46 Annexure C- Eligibility Criteria

Sl. No.	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
1	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)	
2	The bidder should have minimum annual turnover of Rs.5.00 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 meeting of quality and technical specifications.	Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same is to be submitted.	
3	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.	
4	Bidder should have experience of minimum three (3) years in providing the Bulk Email Software Solution/services.	The bidder has to submit Purchase	

Sl. No.	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
	Bidder should demonstrate experience of providing Bulk Mail service to enterprises in India and should have provided Bulk Mail service to at least two BFSI organizations in India, with order values greater than ₹ 1 Crore in the last 3 financial years from the date of issuance of RFP.	Order/Engagement letter/Work Order/Service agreement and Satisfactory letter.	
5	Certification Requirements: Valid ISO27001 Certification for Information Security Management.	Copy of the Valid Certificate(s) to be provided	
6	Bidder/SI should not have violated any intellectual property Right.	Undertaking should be submitted in bidder letter head	
7	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.	
8	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 I	

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

47 Annexure D - Technical Specification

Section 1: General Features.

	SPECIFICATIONS DESIRED	Compliance (Yes / No)
1	Throughput of five lakhs emails/hour	
2	Advanced HTML editor	
3	Import from Excel/CSV	
4	Real Time Email Tracking and Reporting	
5	Email Personalization	
6	Automatic bounce Process	
7	Unsubscribe Option	
8	Unlimited Number of Email Marketing Campaign	
9	Unlimited Number of Email list and contacts	
10	Email Scheduling	
11	Special Broadcasting Option	
12	Free & unlimited image hosting	
13	Other product features like web based, Product GUI, User friendly interface for third party integration via SMTP, easy to troubleshoot etc.	
14	Clients should have the access to the emailing tool and all its FEATURES. Should have capabilities either through API (triggered) or Panel for Bulk-Emails.	
15	Multiple User ID's for access privileges for Email.	
16	Should have provisions for automating processes via APIs for Email.	
17	Should provide the Panel to the client which would provide real-time deliveries for the E-mails etc.	
18	Dynamic Mailing	
19	Mailing only to recipients meeting certain criteria depending on field values	
	a. Customized From and Reply to field	
	b. Multiple Header, Footer creation options	
	c. Content Editing using HTML	
	d. Option for uploading content from a URL	

	e. Sending Attachments	
20	Dynamic Content	
	a. Personalized emails (text + image) based on user's attributes	
	b. Passing of variables (mail merge in hyperlinks)	
21	Preview of mail before sending	
22	Preview of mail in various browsers and ISP mailboxes	
23	Scheduling mail to later date and time	

Section 2: Delivery and Reputation Management

Sr. No	Specification	Compliance (Yes / No)
1.	Managing delivery in Inbox and avoiding Spam filters	
2.	Managing Reputation of client emailed & associated IP's for Email.	
3.	Regular Return Path Analysis and Blacklist Monitoring Reports	
4.	FBL (Feed Back Loop) Association with major MSP's	
5.	Global monitoring of Email campaigns for in-boxing	

Section 3: Campaign Management

Sr. No	Specification	Compliance (Yes / No)
1.	For each campaign maintain detailed information.	
2.	Should be able to store and use detailed contact History of Particular user for any Campaign	
3.	Capability to attach files with campaign.	
4.	Save and reuse campaign templates.	
5.	Ability to define and schedule campaigns to run immediately, date, or event triggered.	
6.	Automation Centre - APIs to upload data send campaigns & pull back reports to CRM.	
7.	Creating tags for each campaign for better reporting.	
8.	Getting Spam score of any template.	

Section 4: Deliverability

Sr. No	Specification	Compliance (Yes / No)
1.	Provision for dedicated IP's for client	

2.	Follow DKIM standards	
3.	Follow SPF standards	
4.	Established FBLs with major MSPs	

Section 5: Managing Users and Groups.

Sr. No	Specification	Compliance (Yes / No)
1.	User and Group Management	
2.	Allows Customizable Attributes / Parameter Match	
3.	Auto correction of ids/nos. at the time of upload, if required.	
4.	Capable of pulling data immediately or on a scheduled basis, with defined start and end dates.	
5.	Automated Unsubscription/Opt-out Management	
6.	Automated Unsubscription on FBL	

Section 6: Database Management

Sr. No	Specification	Compliance (Yes / No)
A	Data Field Management	
1.	Multiple Field attached to each email id	
2.	Customized field creation	
3.	Viewing and downloading of Data Status (Bounce / Unsubscribe / Opt-out)	
4.	Updating of Fields and Records while Importing the data	
B.	List Management	
1.	Multiple List creation by uploading the data	
2.	Importing Data from CSV format	
3.	Importing, Viewing, Editing and Exporting all the fields of Data	
4.	Exporting Data from Lists to CSV	
5.	Automating List upload using API	
6.	Bounce, Unsubscription, Opt-out Filtration	
7.	Categorizing various lists in different groups in a tree-structure	
8.	Creating Behavioural segments on the fly	

Section 7: Support

Sr. No	Specification	Compliance (Yes / No)
1.	Help-desk Support 24x7x 365 days availability for Emails.	
2.	Help-desk Support Methods (Phone, email)	
3.	Procedures for ensuring system availability and service quality. 99.5% Availability for Emails.	

4	The bidder should have a ticketing mechanism for logging and tracking all the complaints raised on them.	
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Section 8: Reporting and Analysis

Sr. No	Specification	Compliance (Yes / No)
1.	Delivery / Open Report	
2.	Unique Open Number	
3.	Bounce Report	
4.	Un-subscription Report	
5.	Opt-Out Report	
6.	Detailed Click through Report	
7.	For Each URL Total Clicks	
8.	For each URL Unique Clicks	
9.	Option for downloading all the email addresses related to each report	
10.	Online access to all the Reports Post Mailing	
11.	Downloading Option for all the Reports	
12.	Reports Export in CSV format	
13.	Reports Export using URL / API's	
14.	Back-end Audits for each and every activities	
15.	Domain Wise Reports	
16.	Time Wise Reports	
17.	Device Wise Reports	

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

48 Annexure E - Compliance to RFP Terms & Conditions

(Ref. No. UBI/DIT/2022-23/06)

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Objectives of the RFP	
3	Definitions	
4	Invitation of Tender Bids	
5	Eligibility Criteria	
6	Broad Scope of Work for bulk Email Services (Opex Model)	
7	Locations to be Covered	
8	Project Validity	
9	Cost of Bidding	
10	Language of Bid	
11	Instructions for Bid Submission	
12	Price Composition	
13	Taxes and Duties	
14	Rejection of Bid	
15	Modification and Withdrawals of Bid	
16	Online Prebid Meeting	
17	RFP Response	
18	Patent Rights	
19	Payment Terms	
20	Order Cancellation	
21	Adherence to Cyber Security Systems	
22	Liquidated Damages (LD)	
23	Service Level Agreement	
24	Authorized Signatory	
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	Audit	
34	Contract Period	
35	Normalization of Bids	
36	Conflict of Interest	

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

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

49 Annexure F - Un-priced Commercial Bid

Sr. No.	Description	Quantity per annum (A)	Cost Per Unit (B)	Total cost per year C=AxB	Total cost for 3 years D=Cx3 (in Rs.)
1	Bulk email services (Per email)	40 Crore	x	x	xx
	Total Cost Ownership (TCO)				xxx

TCO in Words = Rupees.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Note:

- Unit prices of all items, including optional items as well as TCO must be quoted in WORDS AND FIGURES.
- Bank may avail email services for any number of emails to be sent based on the requirement as per the TCO rates. The quantity mentioned is indicative and it may increase or decrease as per actual requirement of Bank. The payment will be made on the basis for bulk email services rendered to the Bank on per email basis.
- The TCO should be inclusive of providing the services of bulk email, API integration at Bank site and infrastructure required for proposed solution including requisite manpower at Bidder's site.
- The Total cost exclusive of all taxes i.e. GST (CGST/SGST/IGST), which will be payable at actual.
- In case of any discrepancy, unit prices quoted in words will be considered for computation of TCO.
- Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.
- Cost comparison will be on the basis of total cost of ownership calculated as explained above.
- The contract period for Procurement of bulk email services will be initially for a period of 3 years from the date of go live with the selected bidder. However, if the Bank desires, it must be agreeable to the selected bidder to extend the services for next two years after expiry of the contract period at the same price and will be renewed on yearly basis.
- No advance payment will be provided on awarding the contract.
- The payment will be released quarterly in arrears against the bidders invoice.

Authorized Signatories

(Name & Designation, seal of the company)

Place:

Date:

50 Annexure G - Indicative Commercial Bid

Sr. No.	Description	Quantity per annum (A)	Cost Per Unit (B)	Total cost per year C=AxB	Total cost for 3 years D=Cx3 (in Rs.)
1	Bulk email services (Per email)	40 Crore			
	Total Cost Ownership (TCO)				

TCO in Words = Rupees.....

Note:

- Unit prices of all items, including optional items as well as TCO must be quoted in WORDS AND FIGURES.
- Bank may avail email services for any number of emails to be sent based on the requirement as per the TCO rates. The quantity mentioned is indicative and it may increase or decrease as per actual requirement of Bank. The payment will be made on the basis for bulk email services rendered to the Bank on per email basis.
- The TCO should be inclusive of providing the services of bulk email, API integration at Bank site and infrastructure required for proposed solution including requisite manpower at Bidder's site.
- The Total cost exclusive of all taxes i.e. GST (CGST/SGST/IGST), which will be payable at actual.
- In case of any discrepancy, unit prices quoted in words will be considered for computation of TCO.
- Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.
- Cost comparison will be on the basis of total cost of ownership calculated as explained above.
- The contract period for Procurement of bulk email services will be initially for a period of 3 years from the date of go live with the selected bidder. However, if the Bank desires, it must be agreeable to the selected bidder to extend the services for next two years after expiry of the contract period at the same price and will be renewed on yearly basis.
- No advance payment will be provided on awarding the contract.
- The payment will be released quarterly in arrears against the bidders invoice.

Authorized Signatories

(Name & Designation, seal of the company)

Place:

Date:

51 Annexure H - Declaration for Compliance
(Ref. No. UBI/DIT/2022-23/06)

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)

53 Annexure J - Confidentiality / Non-Disclosure Agreement

(Ref. No. UBI/DIT/2022-23/06)

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 3 years. 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 K - Reference Site Details

(Ref. No. UBI/DIT/2022-23/06)

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 2 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 L - Business Rules for Reverse Auction

(Ref. No. UBI/DIT/2022-23/06)

RFP for Bank's "Request for Proposal (RFP) for Selection of Service Provider for Sending Bulk Emails"

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the "Request for Proposal (RFP) for Selection of Service Provider for Sending Bulk Emails" Project is given below:

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers separately through online. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the E-business rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

BUSINESS RULES FOR REVERSE AUCTION

1. APPLICABILITY

- 1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Exhibit-A.
- 1.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2. ELIGIBILITY:

- 2.1. Bidders need to submit RFP fee & Integrity Pact at the time of bid submission by authorized signatory on or before last date & time of submission of bid. In case bidder fails to submit RFP fee & Integrity Pact on or before last date & time of submission of bid, bid will be liable for rejection.

- 2.2 Only vendors who have submitted RFP fee & Integrity Pact and prescribed undertaking to the Bank and who are technically qualified can participate in Reverse Auction relevant to the procurement for which RFP is floated.
3. COMPLIANCE/CONFIRMATION FROM BIDDERS:
 - 3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:
 - 3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Exhibit-A.
 - 3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
 - 3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Exhibit-B.
 - 3.1.4. Undertaking of Process Compliance Statement for RA as per Exhibit C
4. TRAINING
 - 4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.
 - 4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
 - 4.3. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
5. TOTAL COST OF OWNERSHIP (TCO)
 - 5.1. TCO refers to the aggregate amount payable by the Bank for transfer of ownership.
 - 5.2. TCO shall encompass but not be limited to the following:
 - 5.2.1 Cost of the equipment/product or services.
 - 5.2.2 License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses).
 - 5.2.3 All existing taxes excluding GST/CGST/SGST/IGST, duties and levies.
 - 5.2.4 Installation and commissioning charges, if any.
 - 5.2.5 The prices should include the comprehensive onsite warranty maintenance of the equipment covering all components, services, and visits to the concerned

5.2.6 Annual Maintenance Charges for the period as specified in the RFP.

5.2.7 Transportation and Forwarding charges to respective sites.

5.2.8 Training costs for the product/service/equipment if and as defined in RFP.

5.2.9 Service Level Agreement (SLA) costs as defined in RFP for applicable period.

5.2.10 Facility Management/infrastructure support costs as defined in RFP.

5.2.11 Insurance to cover the equipment for and from transit period till installation.

5.3. The TCO shall be arrived at after deducting 'buy back' costs involved and if/as defined in the RFP.

5.4 TCO, however, shall not include variables of octroi and entry tax. These shall be paid as per actuals and on production of receipts. However, no penalties respecting octroi or entry tax shall be paid by the Bank and the vendor shall bear such expenses.

6. DATE/TIME FOR TRAINING

6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.

6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.

6.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

7. DATE/TIME OF REVERSE AUCTION

7.1. The Date and Time of commencement of Reverse Auction as also Duration of ‘Reverse Auction Time’ shall be communicated at least 3 working Days prior to such auction Date.

7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the ‘postponement’ prior to commencement of such ‘Reverse Auction’.

8. CONDUCT OF REVERSE AUCTION

8.1. The Reverse Auction shall be conducted on a specific web portal meant for this

purpose.

- 8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empaneled by the Bank.

9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

- 9.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

- 9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.

- 9.3. While a Service Level Agreement (SLA) by the bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

- 9.4. The service provider at the end of each Reverse Auction shall provide the bank with all details of the bids and reports of reverse auction.

- 9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

9.6. TRAINING AND AUCTION

- 9.6.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

- 9.6.2. Each bidder / bidder shall participate in the training at his / their own cost.

- 9.6.3. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.

- 9.6.4. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.

- 9.6.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

- 9.6.6. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.

- 9.6.7. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the “Offering” as per the RFP at the bid price of TCO.
- 9.6.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- 9.6.9. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a “Tie” in bids.
10. PROXY BID
- 10.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decremental reached by other bidders.
- 10.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- 10.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- 10.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.
11. TRANSPARENCY IN BIDS
- 11.1. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.
12. MASKING OF NAMES
- 12.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.
- 12.2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.
13. START PRICE
- 13.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion

of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

14. DECREMENTAL BID VALUE

- 14.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs. 7500/- or 0.25% of the Start price of the Reverse Auction, whichever is higher.
- 14.2. The bid decrement value shall be rounded off to the nearest thousands of rupees.
- 14.3. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level and should not exceed 2% of start bid price at a time)

15. COPY OF BUSINESS RULES

- 15.1. The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.
- 15.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.
- 15.3. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

16. SPLITTING OF ORDERS

- 16.1. If any RFP specifically authorizes splitting of orders for the sake of reducing dependency on single source of supply or provision of service, Bank is entitled to split the order in the order and as provided in RFP.
- 16.2. While splitting the order, Bank shall specify the maximum quantum for L1, L2 etc. in RFP.
- 16.3. In case L2 bidder is not willing to supply at L1 price, Bank shall call L3, L4 etc. in order to arrive at the split quantum to be awarded.
- 16.4. The Bank shall also be entitled to award the contract to L2, L3 or L4 etc. bidders in the event of L1 bidder backing out to honor the commitment, or for that matter not in a position to supply the offering as per RFP.

17. REVERSE AUCTION PROCESS

- 17.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.
- 17.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- 17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.
18. EXPENDITURE ON REVERSE AUCTION
 - 18.1. All expenses of reverse auction shall be borne by the Bank.
 - 18.2. Bidders, however, shall attend the training or mock auction at their own cost.
19. CHANGES IN BUSINESS RULES
 - 19.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.
 - 19.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.
 - 19.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.
20. DON'TS APPLICABLE TO THE BIDDER/BIDDER
 - 20.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
 - 20.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
 - 20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the

auction.)

21. GRIEVANCES REDRESSAL

- 21.1. Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.
- 21.2. The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.
- 21.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.
- 21.4 Any aggrieved vendor / bidder through Reverse Auction process can make representation in writing within 48 hours of the Reverse Auction to the IEM (Independent External Monitor) of the Bank.

22. ERRORS AND OMISSIONS

- 22.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

Place:

Date:

Signature:

Name & Designation:

Business Address:

56 Annexure L (A) - Compliance Statement - Reverse Auction
(To be submitted by all the bidders participating in Reverse Auction)

(Ref. No. UBI/DIT/2022-23/06)

Exhibit -A

To,

Union Bank of India
Department of Information Technology
Powai, Mumbai

DECLARATION

- 1 We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
- 2 We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 3 We hereby undertake and agree to abide by all the terms and conditions stipulated by Union Bank of India in the RFP document including all annexure and the Business Rules for Reverse Auction.
- 4 We shall participate in the on-line auction conducted by _____ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
- 5 We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which EMD shall be forfeited / we shall be liable to be suspended from participation in any future tenders of the Bank for 2 years. We also understand that the bank may debar us from participating in future tenders.
- 6 We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- 7 We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

57 Annexure L (B) - Letter of Authority for Participation in Reverse Auction
(Ref. No. UBI/DIT/2022-23/06)

Exhibit -B

To,
Union Bank of India
Department of Information Technology
Powai, Mumbai

- 1 We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
- 2 We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 3 As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.
- 4 We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
- 5 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- 6 We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which EMD shall be forfeited/ we are liable to be suspended from participation in any future tenders of the Bank for 2 years. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name -

Company/ Organization

Designation within Company / Organization

Address of Company / Organization

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Signature of Competent Authority: _____

Date: _____

58 Annexure L (C) - Undertaking of Process Compliance Statement for R A

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

Exhibit -C

Place:

Date:

To,

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

Sir,

Subject: Agreement to the process related Terms and Conditions for the online Reverse Auction for **Request for Proposal (RFP) for Selection of Service Provider for Sending Bulk Emails. Ref. No. UBI/DIT/2022-23/06**

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that Union Bank of India and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per [Annexure G](#) within 48 hours of the completion of the reverse auction.

6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company seal

Name -

Company/ Organisation

Designation within Company / Organisation

Address of Company / Organisation

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Signature of Competent Authority: _____

Date: _____

59 Annexure M - 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 Selection of Service Provider for Sending Bulk Emails** 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 Selection of Service Provider for Sending Bulk Emails** 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)

60 Annexure N - Bid Security Declaration

Ref. No. UBI/DIT/2022-23/06

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 Selection of Service Provider for Sending Bulk Emails

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)

61 Annexure O - 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:

62 Annexure P - Know Your Employee (KYE) Clause

Ref. No. UBI/DIT/2022-23/06

(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 _____

63 Annexure Q - 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.: UBI/DIT/2022-23/06 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 #

65 Annexure S - Certificate of Waiver for MSE Firms

(in Letter head of Chartered Accountant)

Ref. No. UBI/DIT/2022-23/06 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.

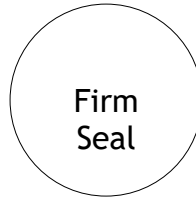
Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.



66 Annexure T - Letter for Refund of EMD**Ref. No. UBI/DIT/2022-23/06**

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 Selection of Service Provider for Sending Bulk Emails 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.

67 Annexure U - 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 Selection of Service Provider for Sending Bulk Emails, 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. 3,00,000.00 (Rupees Three 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.3,00,000.00 (Rupees Three 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.3,00,000.00 (Rupees Three 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)