



Request for Proposal (RFP) for Cash Management Services (CMS) Solution

Union Bank of India,
5th Floor, Technology Centre,
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.abcpocure.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.abcpocure.com> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your company in website <https://ubi.abcpocure.com> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login into the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on Organization name is required, if bidder want to participate on behalf of his/her Company.
3. Upload supporting documents by clicking “Mapped Documents”. Then submit the tender. Take a print screen of “Bid successfully submitted” message for reference.
 1. Primary Contact Numbers- 91-9081000427, 9904406300,
email id : support@procuretiger.com

Alternate Contact Details.:-

- a) Nandan Valera email: nandan.v@eptl.in Mob: 9081000427
 - b) Fahad Khan email: fahad@eptl.in Mob: 9904406300
 - c) Shaikh Nasruddin email: shaikh@eptl.in Mob: 9510812960
4. 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.
 5. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

NOTE: Submission of any bid document through offline mode will not be accepted except Bid Security (EMD) and Pre-Contract Integrity Pact (on plain paper) signed by authorized signatory and should be submitted on or before last date & time of bid submission.

ABBREVIATIONS

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

Abbreviations	Description
ACK	Acknowledgement
API	Application Programming Interface
ATS	Annual Technical Support
AMC	Annual Maintenance Contract
BANK/UBI/Union Bank	Reference to the “the Bank”, “Bank” and “Purchaser” Shall be determined in context and may mean without limitation “Union Bank of India and it’s Foreign Offices, Foreign Subsidiaries and Domestic Subsidiaries”.
BG	Bank Guarantee
BIC	Bank Identifier Code
BCP	Business Continuity Plan
CBS	Core Banking Solution
DC	Data Centre
DR	Disaster Recovery
eBRC	Electronic Bank Realisation Certificate
EMD	Earnest Money Deposit
ERP	Enterprise Resource planning
FAQ	Frequently Asked Questions
IFSC	Indian Financial System Code
IP Address	Internet Protocol Address
IS	Information Security
IEM	Independent External Monitor
IT	Information Technology
KYE	Know Your Employee
LC	Letter of Credit
LD	Liquidated Damages
LDAP	Lightweight Directory Access Protocol
MIS	Management Information system
NSD	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer

OS	Operating System
OSD	Original Solution Developer
OTC	One Time Cost
OTP	One Time Password
PBG	Performance Bank Guarantee
PO	Purchase Order
SLA	Service Level Agreement
SP	Service Provider
SI	System Integrator
TCO	Total Cost of Ownership
UDIN	Unique Document Identification Number
VAPT	Vulnerability Assessment and Penetration Testing

Schedule of Events & Bid Details

RFP Ref. No. UBI/DIT/TBD-3/2022-23

Date of issue of RFP/ Download Start Date & Time	06/07/2022 by 11:00 Hours
Last date and time for submission of query	13/07/2022 by 17:00 Hours
Download End Date & Time	27/07/2022 by 15:00 Hours
Last date and time for submission Of Bidding Document	27/07/2022 by 16:00 Hours
Date and Time of Technical Bid Opening	27/07/2022 by 16:15 hours
Place of opening of Bids	Union Bank of India, Department of Information Technology (5thFloor),1/1 A, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Andheri (E), Mumbai400072.
Contact Address	Union Bank of India, Department of Information Technology (5thFloor),1/1 A, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Andheri (E), Mumbai400072.
Contact details	Interested Bidders may send the queries to: capsit@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 Contact Number : 0824-2861558 /2861620
Independent External Monitors (IEMs)	1. Dr. Meeran Chadha Borwankar , IPS (Retd) Email: mcborwankar@gmail.com 2. Smt. Bharathi Sivaswami Sihag , IAS (retd) Email: bsihag@hotmail.com
Cost of RFP	Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.5000/- in the form of

	Demand Draft in favour of Union Bank of India, payable at Mumbai for purchasing hardcopy from DIT.
Earnest Money Deposit / Bank Guarantee (Bid Security)	The bidder has to submit the “Bid Security Declaration” on their organizations letter head duly signed and stamped by their authorized signatory” accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance Bank Guarantee before the deadline defined in the request for proposals (RFP) document, they are liable to be suspended from participation in any future tenders of the Bank for two years. In case of change in any Govt guidelines related to Bid Security, then bidder must adhere to the same accordingly.

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.

Table of Contents

1. Introduction	11
2. Integrity Pact (IP)	11
3. Objectives of the RFP	12
4. Invitation of Tender Bids	12
5. Eligibility Criteria	13
6. Broad Scope to be covered :	15
7. Training.....	34
8. Hardware Sizing and Performance Required.....	35
9. Onsite Support	37
10. Roll Out Plan	37
11. Penalty for not meeting timelines	38
12. Disaster Recovery	38
13. Instructions for Bid Submission.....	38
14. Bid Evaluation Process	40
15. General conditions of Two Part Bid process.....	45
16. RFP Clarifications	48
17. Rejection of Bid	58
18. Modification and Withdrawals of Bid	59
19. RFP Response	59
20. Liquidated Damage (LD).....	59
21. Warranty	61
22. Contract Period.....	61
23. Annual Technical Support	62
24. Price Validity	63
25. Payment Terms	63
26. Adherence of Cyber Security Policy	66
27. Authorised Signatory	67

28. Paying Authority	68
29. Confidentiality.....	68
30. Indemnity & Limitation of Liability.....	68
31. Intellectual Property Rights.....	71
32. Non-Transferable Offer.....	71
33. Responsibility for Completeness.....	71
34. Customisation & Integration Process.....	72
35. Escrow Arrangement	73
36. Ownership and Retention of Documents.....	73
37. Penalty	74
38. Documents and Manuals	76
39. Audit	76
40. Force Majeure	78
41. Exit Clause.....	79
42. Termination of Contract.....	79
43. Arbitration.....	81
44. Normalisation of Bids.....	81
45. Dispute Resolution & Jurisdiction	82
46. Submission of Bids.....	82
47. Annexure A - Letter of Acceptance	823
48. Annexure B - Bid Form.....	85
49. Annexure C - Bidder's Profile Format.....	87
50. Annexure D - Eligibility Criteria.....	89
51. Annexure E - Compliance to RFP Terms & Conditions	92
52. Annexure F - Technical Compliance Scoring Sheet	95
53. Annexure G- Unpriced Commercial Bid	108
54. Annexure H - Commercial Bid.....	112
55. Annexure I - Implementation Team Profile	116
56. Annexure J - Reference Site Details.....	118
57. Annexure K- Financial Position of Bidder for Last 3 Financial Years.....	119

58. Annexure L - Project Management Methodology.....	120
59. Annexure M - Project Timelines	122
60. Annexure N - OEM/OSD Authorization Letter.....	123
61. Annexure O - Format of Integrity Pact.....	125
62. Annexure P - Know Your Employee (KYE).....	132
63. Annexure Q - Details of Hardware & Software Specifications	133
64. Annexure R - Format of Performance Bank Guarantee	134
65. Annexure S - Confidentiality / Non-Disclosure Agreement.....	137
66. Annexure T - Bid Query Format	144
67. Annexure U- Undertaking By Bidder.....	145
68. Annexure V - Undertaking of Information Security	146
69. Annexure W - Project Implementation Plan.....	147
70. Annexure X - Certificate of Local Content.....	148
71. Annexure Y - Restriction on Procurement due to National Security	149
72. Annexure Z - Bid Security Declaration.....	150

1. Introduction

Union Bank of India, a Public Sector Bank has its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021 and Department of Information Technology at 1/1A, Adi Shankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072.

Transaction Banking Department , situated at CO Annexe, Mangalore , supervises Mandate Management Services (MMS) and NACH operations in our Bank through two specialized NACH Branches and Cash Management Services(CMS) being handled through 14 Collection and Payment (CAPS) Branches spread across all the major centres of the country linked to a centralized Fast Collection Service (FCS) Hub. Through Cash Management Service, the Bank provides to our corporate customers various tailor-made Collection and Payment Services. The intended CMS solution should be capable of managing/executing physical as well as digital transactions under various Collection/Payment products of the Bank with functionality to generate MIS Reports in seamless integration with Finacle CBS including recovery of service charges and accounting the transactions in Finacle environment with proper SOD/EOD functionality and back-up of data backed by proper MIS.

Union Bank of India is requesting a proposal to supply, install, configure, customize, implement, integrate, develop and maintain the Cash Management Solution. The bidder shall be OEM (Original Equipment Manufacturer) or OSD (Original Solution Developer) or service provider or system integrator or authorized partner of OEM or OSD.

As the solution would be web-based application, the OEM/bidder should have integration experience with Finacle Core Banking. The intending bidder is also required to provide the hardware sizing which support the proposed solution. Middleware software needs to be provided by the vendor. The cost can be included in the commercials submitted. Bidder can suggest the best hardware specifications having compatibility to their application and submit hardware sizing accordingly. The solution/ application will be accessed by corporate customers apart from all our General Branches / CAPS Branches/ Offices.

2. Integrity Pact (IP)

Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of

warranty/guarantee. Format of IP is attached as Annexure A2 for strict compliance. The Independent External Monitors (IEMs) appointed by the Bank will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

3. 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 supply, install, configure, customize, implement, integrate, develop and maintain Cash Management Solution. The bidder shall be OEM (Original Equipment Manufacturer) or OSD (Original Solution Developer) or service provider or system integrator or authorized partner of OEM or OSD.

4. Invitation of Tender Bids

This RFP is an invitation for bidder’s response. 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 www.eprocure.gov.in or e-Procurement Portal ubi.abcpocure.com . The response should be uploaded online at the e-procurement Portal ubi.abcpocure.com

5. Eligibility Criteria

Only those Bidders fulfilling the following criteria should respond to the RFP. 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 fulfil any of the following eligibility criteria are liable to be rejected.

- 5.1. The Bidder should be OEM or Original Solution Developer (OSD) or their authorized partners or Service Provider (SP) or System Integrator (SI) of OEM/OSD in India with an authority to do customization/up-gradation during the period of contract with the Bank. Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. However, both i.e. OEM/OSD & their authorized partner cannot participate in the RFP. In case, both (OEM & their authorized partner) participate, only bid of the OEM/OSD will be considered. (In case of SP/SI an authorization letter from the OEM/OSD to be produced). In case bidder doesn't meet technical requirements specified, bidder can also engage services of sub-contractor with adequate capabilities and information regarding the subcontract (information and credential required for sub-contractor (turnover and other financial information) to be specified) must be furnished along with the technical bid. Additionally, bidder must be able to onboard sub-contractors for meeting future requirements of the vendor. During contract period, bidder should be the single point of contact to the Bank.
- 5.2. The Bidder should not have been blacklisted at any time by the Central / State Governments/ PSUs/PSBs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs/PSBs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered. An undertaking to this effect must be submitted in their letter head. (Undertaking on Company 's letter Head signed by authorized signatory as per the Annexure V to be submitted). The bidder has to submit Integrity Pact (IP) signed by authorized signatory as per the prescribed format mentioned in Annexure A2 on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.
- 5.3. Bidder should have experience of minimum 3 Years in end to end integration, implementation and support involving Cash Management Solution in complex IT projects like Core Banking/ Digital transformation. (Self-Certified on Company's Letter Head

- with details of PO, Date of PO, Project Name and brief details of application implemented and integration done, Customer Name, Contact details of the Customer Officials).
- 5.4. The Bidder or OEM/OSD should be having experience of implementation of similar IT projects of minimum two commercial Banks one of which must be in India. (Bidder should submit Performance Certificate issued by Customers for experience in providing IT solutions/Projects having start date and end date of project).
 - 5.5. The Bidder must have average annual turnover for last three financial years from Indian operations at a minimum of Rs.125 crores. Audited financial statements of last three years i.e. 2019-20, 2020-21, 2021-22 are to be submitted. In case the audited financials for the year 2021-22 is not available, CA Certificate with valid UDIN should be submitted.
 - 5.6. The Bidder must have ISO9001 or (SEI) CMMI level 3 or above certification or IEC27001 or above certificate and the certificate should be valid as on date of bid submission
 - 5.7. The bidder must submit Integrity Pact (IP) signed by authorized signatory as per the prescribed format mentioned in Annexure A2 on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bid shall be liable for rejection in case of non-submission of the same.
 - 5.8. The Bidder should be a registered/incorporated company in India under Companies Act 1956/2013 and must be in existence for the last 03 years. (Relevant Documents of registration to be submitted).
 - 5.9. Bidder should have positive operating Profit (as EBITDA i.e. Earnings before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2019-20, 2020-21, 2021-22). In case the audited financials for the year 2021-22 is not available, CA Certificate should be submitted. (Copy of the audited balance sheet of the company showing the same should be submitted).
 - 5.10. The bidder should not be a member or immediate family of Board of Director of the Bank. (Self-Declaration on Company 's letter Head signed by authorized signatory as per the Annexure U is to be submitted).

Note: 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 of the criteria will entail rejection of the Bid summarily.

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 whatsoever.

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

6. Broad Scope to be covered :

Cash Management Services is one of Bank's prime offerings to corporate clients to provide value added service. With dynamic change in corporate requirements and delight, we propose to have a cash management solution that caters to our present requirement and is flexible and scalable enough to be relevant for the upcoming few years. Accordingly, the broad scope of work for the bidder is illustrated as below:

- Supply, install, implement, roll out, configure, maintain and support new cash management solution for the tenure of the contract at the Data Centre and Disaster Recovery Site
- Application should be configurable for hosting in cloud or physical servers or any environment as per the requirement of the Bank. Bidder should migrate the application to any of the compatible infrastructure provided by the Bank at no additional cost.
- Build and maintain the interfaces with the relevant Application systems for automatically uploading / downloading of data at no extra cost to the Bank.
- Customize the solution in accordance with the Bank's requirements as given below in the requirement table.
- Solution to be provided to the Bank for setting up capabilities for product configuration and set up. System to be provided to host the customer and replicate the customer profile.
- To supply complete end to end solution for requisite software along with end to end integration support, including all the functionalities for CMS as mentioned in this RFP.
- The bidder must provide the required middleware softwares for functioning of the Cash Management Solution and license for all these middleware softwares should be in the name of Bank.

- Perform data migration from existing system to proposed system in a seamless way and the reconciliation of data tables including general ledgers to be done by the vendor while migration from existing system.
- Gaps study and Business Parameter Definition (BPD)/Detail Requirement Gathering shall be done. Assess the gaps between the Applications and the practices and procedures followed by the Bank during all stages of implementation (i.e. current system study, training, parameterization, implementation and roll out) and suggest acceptable workarounds to bridge gaps and identify areas of customizations, modifications and enhancements.
- The Bidder shall customize all gaps observed in the Functional / Technical Requirements, Product Demo, Current Systems Study, Training, UAT and pilot rollout. The cost of customization should be included in the price bid. The Bank will not pay any additional customization costs. The Bidder shall document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.
- Perform version migration and security patch updates during the period of contract at no extra cost to the Bank. All patch update and patch management of the solution modules has to be deployed by the selected bidder after obtaining approval of the Bank.
- Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the Bank from time to time.
- Design, Size and maintain the required middleware, software and new solutions at DC and DR.
- Create and manage environments for integration testing and UAT (user acceptance testing).
- Provide ATS support during the period of the contract (1-year warranty + 4 years onsite support)
- Provide facility management support during the period of the contract. (1-year warranty + 4 years onsite support)
- Provide 24*7 online support for corporate users considering NEFT/RTGS operations being 24*7.
- Provide exit management and reverse transition during the end of the contract.

- Conduct periodic DR drills as per Bank's policy and perform closure of Gaps of information security / audits.
- Support maintenance activities like day end, month end, quarter ends, and year ends, uploads, downloads, trouble shooting, problem resolution, servicing and maintenance.
- Provide functional and technical training to the Core teams.
- If the "End of Support" of supplied software version is declared within the contract period of 5 years, new version with all the existing customizations should be implemented by the Bidder with no extra cost to the Bank.
- Not to disclose or use any information and data generated during Solution integration such as user details, sensitive information like Power on Authentication credentials & Proof of Identity credentials, queries, responses, statistical data, and so forth, with any third party.
- Bidder will be responsible to respond to emergency events on urgent basis as per the SLA.
- The bidder will be responsible for Backup of Application and Data Base as per the requirement of the Bank.
- The Bidder shall provide detailed drawing of the installed setup after completion of the project. This will also include the printout of important configuration settings of the servers.
- Bidder's onsite resource should support in rectification of deficiencies pointed during periodic VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related and likewise., to the Bank during the contract period at no additional cost to the Bank.
- Escrow arrangement for applications needs to be maintained. An escrow arrangement is a tripartite agreement between the Bank, Software vendor and the escrow agent. By this arrangement, the source code of application is kept with escrow agent, which can be made available to the Bank in the event the vendor goes out of business. The Successful Bidder is required to execute documents /agreements in this regard as prescribed by Bank from time to time.
- Bidder should comply with all the guidelines issued by RBI/IBA/SEBI/Govt. of India and any other regulatory authority issued from time to time.
- Bidder should carry out preventive and corrective maintenance activities to ensure that all Software/System perform without defect or interruption for ensuring availability of

systems. System/Solution health checkup twice a year by Bidder/Vendor at no extra cost shall be conducted.

6.1. Requirements for the new CMS solution

In accordance with the broad scope of work expected from the bidder as illustrated above, Bank hereby put in below requirements expected in the proposed Cash Management Solution:

A	Application and Interface
	<ol style="list-style-type: none"> 1. Application to be Web based which is compatible with all major web browsers like Microsoft Edge, internet explorer, Google chrome, Mozilla, opera and likewise. 2. The solution should come with a web portal, mobile app and developed open APIs for corporate clients. 3. The application must support two factor authentication mechanism during login 4. STP capability with Core Banking application for all accounting entries and necessary MIS. Transaction generated should be posted to CBS automatically. 5. The System should be able to extend and customize requirements as per new product development for various sector specific solutions. 6. Solution must be highly configurable and must provide capability for the Bank to configure products and workflows which can be bundled into packages 7. Application should have the capability to integrate with Finacle CBS of Bank for posting all financial transactions and receive messages through API interface. 8. Application should be able to integrate with the Bank's other applications like LAS/MIS/ CLEARING/ NEFT/ RTGS/ IMPS/UPI/ Internet Banking (FEBA)/Mobile Banking /CRM/Trade Finance and likewise. Additionally, CMS solution should have capability to connect to legacy system for fetching historical data. 9. The application should provide capability for H2H connectivity with the corporate ERP / other operating systems for secure file transfer between the corporate and the Bank, with a configurable workflow, which allows initiation of approvals/STP 10. Web scrapping should be done by vendors having required legal licenses

11. Application should be capable of achieving Single Sign On (SSO) with Finacle CBS and Internet Banking.	
B	API enabled system
12. Comprehensive list of APIs to be offered to cater to our core CMS & MMS requirements	
13. Application should have open APIs for Integrating with client's ERP systems for initiating financial & non-Financial transactions.	
14. APIs to be integrated with CBS or any system of the Bank for fetching/updating information on Realtime basis.	
15. Should have Developer portal to enable Bank team to do basic customizations on the available APIs	
16. Bidder should have required license to host API services	
17. Parameters of API should be configurable, means ability to tweak API customization based on client requirements	
C	Collection Module
18. The collection for corporate clients through either of the modes viz., Cheque (local /upcountry), Cash, Collection through virtual account via NEFT/RTGS/IMPS/UPI /QR Code.	
19. Cheque (local /upcountry) - The solution should have capability to integrate with clearing house, process the outward clearing batches, do auto reconciliation and also provide related MIS	
20. Collection through virtual account via NEFT/RTGS/IMPS/UPI/QR Code and likewise.	
21. Virtual account can be defined as dynamic or static based on corporate requirements for inward NEFT/RTGS collections.	
22. Provision for allocation of Corporate wise client codes.	
23. The solution should have the capability to bifurcate funds collected and pass on actual credit pertaining to the client and the charges portion to the Bank P&L with MIS to customer reflecting only the actual credit passed on to the client.	
24. The solution should generate the QR code for a collection based on the virtual account number with any other available input.	

25. The solution should accept collections from channels like Credit card, Debit card, Internet Banking of any Bank, Prepaid Card, POS machine and other valid digital platform like GPay, Paytm.
26. The corporate customer should be able to generate account statement through the web portal provided to them for all their accounts linked to their CIF in standard formats like excel, text, pdf, MT940, csv , xml
27. Standard MIS for collection / return / adjustment in all the desired formats like excel, text, pdf, MT940, csv, xml
28. Provision for customizing the MIS as per corporate's ERP desired format.
29. Corporate portal should have facility for dashboard / MIS / early warning signals and other related data to take informed decisions at their end and plan out their business operations accordingly.

D	Payment Module
	<ol style="list-style-type: none"> 30. Host to Host Integration - Application should have the capability to integrate through SFTP, H2H, Webservice / API, bulk and batch process directly with client's ERP system/any front-end operating system of the client to initiate automated payment advice without any manual intervention. The modes of bulk remittance should be through IFT (internal fund transfer), NEFT, RTGS, IMPS, NACH, UPI, BBPS, Prepaid card wallets. This facility renders payments to shareholders/investors for dividend, interest, redemption proceeds, IPO refunds or any other payouts with a configurable workflow, which allows initiation of approvals/ STP. 31. Bulk DD Printing-This functionality should be available in the proposed CMS application wherein option to upload the bulk DD file in the application and the printer should be integrated to Finacle as well as the application to print DD in bulk. 32. Cheque Writing - The application should have bulk cheque writing facility. The application should cater to remote cheque printing solutions wherein cheques are printed at various locations across the Bank and are dispatched to client's office. 33. Bulk Cheque Printing through Net Banking - This solution enables corporate clients to print cheque decentrally at their premises based on information uploaded through Corporate Internet Banking. This would reduce turnaround time involved in the delivery of cheques. 34. The solution should provide a facility to generate the payment advice for the beneficiary accounts in either .pdf/.doc/ .xls format.

E	Mandate Management Services
	<p>35. The application should have the functionality for mandate registration, transaction and capability to integrate with internet Banking / debit card / credit card / Finacle CBS / NPCI for physical as well as e mandate registration for direct debit as well as NACH.</p> <p>36. Application should have the capability to generate regulatory and customized reports pertaining to registration and transaction.</p> <p>37. Direct debit mandate registration and transactions with status report shall be available.</p> <p>38. There should be options to attach the scanned Mandate copies/Direct Debit Authorization Forms during mandate registration and its retrieval for verification.</p> <p>39. Validation of transactions based on mandates maintained shall be available.</p> <p>40. The system should support both Auto generation as well as file base transaction initiation of direct debit transactions.</p> <p>41. System should have the ability to provide SMS & mail of mandate registration as well as transaction related messages. It should be customizable.</p> <p>42. MMS requirements of Sponsor Bank:</p> <ul style="list-style-type: none"> • MMS module shall be fully available as per NPCI standards and compliances. • MMS application shall have complete Sponsor Bank functionalities including Customer Masters, Charge Masters, mail & SMS alerts for both registrations and transactions. • MMS features should include Bulk scanning, OCR capture of data, registrations through manual as well as upload processes, auto-generation of outward transactions, file creation for credit to Bank accounts and corporate accounts (within Bank as well as outside the Bank). • The system shall have the capability to link to Finacle/the SFTP to take the files generated by Branches at entry level, for submission to NPCI with Transaction Debit to the concerned Account and crediting to specified Account. • MMS module shall have the functionalities of auto-generating & sending mails pertaining to regular and periodic MIS & other reports like return memos, invoices and likewise. in specified formats viz Excel, PDF, Text to Customer's mails. It shall be capable of providing the files to ERP/SAP uploadable formats and connecting to Client Server for updation of the same on real-time basis.

- E-Mandate registration functionalities shall be as per latest NPCI guidelines and work on Debit Card authentications, Internet Banking credentials & Aadhar based validations and shall be capable of updating to newer facilities.
- E-Mandate registration functionalities including registration module at multiple locations of Bank & Corporate Branches through webpages as well as “bit.ly” link creations.
- There should be standalone utility functionalities for mandate creation at corporate offices enabling them to scan, feed or upload data and send mandate batches to Bank through SFTP for further submission by Bank to NPCI. The facility can also be provided as a front-end to Corporates for updating the Mandate Images and corresponding Data, making queries and generating reports while at their office.
- There shall be functionality for rule-based representation of returned/failed transactions.

43. MMS requirements for Destination Bank:

- MMS module shall be fully available as per NPCI standards and compliances.
- MMS application shall have complete Destination Bank functionalities including Mandate Registration, Transaction Validations, mail & SMS alerts for both registrations and transactions.
- MMS features should include the H2H facility, download of files from NPCI and placing the same in specified folders for invoking uploads for Mandate Verification/Transactions.
- The system shall provide a Dash Board facility for the proper control at Bank level for Inward Mandates (Session-wise and Date-wise), Processed (Accepted and Rejected) Mandates.
- The Charges recovery files (for Mandate Verification/Transaction Return) shall be generated and the transaction shall be done immediately by raising a transaction to Finacle and the status of the transaction shall be updated in the system.
- The transactions once get over, the response file shall be sent to NPCI through H2H and an ACK shall be updated for status updation in the system.

- MMS module shall have the functionalities of auto-generating & sending mails pertaining to regular and periodic MIS & other reports like return memos in specified formats viz Excel, PDF, Text to Customer's emails.
- MMS module shall be capable of generating alerts (customisable) to the customer, 2 days prior to the debit date.
- System shall be adaptable to automatically take e NACH mandate from Bank's core banking solution, process the same, register it with NPCI and store in MMS on validation.
- System shall be capable of accepting e NACH of other Bank's/FI and register with NPCI and store for transaction processing.
- Proper Data Base shall be maintained for all types of Mandates together for having a systematic file validation.
- The system shall be capable of linking with Bank's other systems to share Data or instructions like Inquiry/Cancellations from different channels made available to the clients.

44. Dashboards shall have:

- Mandates Processing - Inward Mandates, Pending Mandates, Processed Mandates, Response Submitted Mandates, Accepted/Rejected Mandates, ACK received (Accepted/Rejected - Count and Amount)
- Transactions Files - Session-wise Inward Files (Debit & Credit) - Count and Amount of Files, Response submitted - Accepted/Rejected Count and Amount, ACK received (Accepted/Rejected - Count and Amount)

45. Integration with NPCI

- Downloading of files - Mandates/ e mandates for verification, Transaction Files for processing, ACK for submitted Files, Response files for outward Mandates submitted
- Uploading of Files - Outward Mandates/ e mandates submission for verification, Response files for verified Mandates and Transaction Files

46. Integration with CBS - Inward Mandate files for verification, Inward Transaction Files for Verification, EMI collection transaction files, Corporate's collection files, Real Time data sharing from e-Mandate facility

F

Corporate web portal for clients

47. Application should have corporate web portal to facilitate clients to have customized dashboards with multiple widgets for all sorts of querying and MIS report generation providing wholesome status of accounts. Also, through the portal, the corporate client should be able to initiate financial transaction say payment to their vendors / dealers.
48. User Defined - Customizable Interactive MIS/Dashboard
49. End user must be able to select as many widgets to be displayed on the home page as needed and configure each widget to show the data as per the requirements, which it must further be able to download
50. Corporate dashboards and portals to be fully integrated with front to back solution along with a user-friendly channel layer, integrated with a parameterizable mid-office engines
51. Dashboards to comprise of functionality rich modules such as balance and transaction reporting, virtual accounts, payables and receivables and shall be capable of reporting early warning signals
52. Reports should be made available in various formats such as PDF, Excel, Word and HTML. All the built-in reports must be designed in a standard source like Oracle with capabilities to integrate with other reporting engines.
53. Provide multiple initiation modes, query for areas including real time status, real time alerts and notifications and download reports.
54. MIS view should be compatible across all the devices viz., PC, mobile, all major browsers.
55. System should have the ability to upload scan images of auto debit mandates for client side through dash board with valid user id and passwords.
56. Provision for upload of mandate direct debit registration and transaction data by the customers themselves through front-end.
57. Client should have dashboard for transaction and activity monitoring.

58. System should support Bulk and batch process and should be able to segregate different modes of payment processing as per the defined file data. It should be able to split /generate/control the file as per the user requirements.
59. System should have provision for showing auto uploaded records through SFTP/API for authorization at next level based on client requirement
60. There should also be provision for partial rejection out of the total uploaded records at various authorization levels
61. System should be capable of displaying the total records and amount before authorizing the entry with an option to cancel or proceed with authorizations.
62. Multi-level and Multi-amount-based transaction approval workflow rule definition shall be there.
63. Set approval/authorization matrix for each transaction type/service
64. Client should have dashboard for transaction and activity monitoring with ability to filter items on multiple criteria viz., processing time, user related information, exceptions, success, failure, in transit, amount and likewise.

G**Administrative & Monitoring Module**

65. User administration Module for managing user accounts, Defining roles and rules, workflow, Monitoring of user activities
66. Define workflow for various system activities through setting parameters through front end.
67. Managing and Monitoring of system resources like storage, usage and likewise.
68. Version maintenance of Application, Scheduling back up of application.
69. Maintenance of UAT environment. UAT set up should be in synchronization with live application in terms of Data and functionality.
70. Module for tracking change requests.
71. Audit trails should be enabled for all activities including financial and non-financial activities.
72. Logs for all/any modification done should be available with the required details for audit.
73. Audit trails should contain sufficient details to reconstruct events to determine the cause of the security violation or malfunction.

74. Application should control amendments/deletion to Audit Trails, Transaction Journal and Logs, and should keep record of all such modifications.	
H	Masters Module
75. Application should have functionality for Creation/maintenance of Branch /Bank masters (through manual entry/file uploading)	
76. Application should have holiday masters maintenance (national / state/ district / branch/day wise) for admin users.	
77. Capability for client master creation with all KYC compliance. Allocation of authorization /escalation matrix as per client request.	
78. Define process flow for each of the clients based on Scheme master	
79. Product set up parameters should be configurable through front end.	
80. Define process flow for each of the clients based on Scheme master	
81. Application should have the capability to define user levels and upgrade / downgrade the level as and when required	
I	Credit Generation Module
82. Credit generation is done for the funds pooled through different modes of collection and passing consolidated credit on to the main account based on the process flow and periodicity defined in Client Master & Scheme master and push the financial transactions to Finacle for accounting	
83. Application should have Credit Generation module for collection services	
84. There should also be provision to release one to one credit on to the main account of the corporate and share the periodic MIS.	
J	Charges Computation
85. Application should have Charges computation module which will calculate charges based on the parameters defined in client master and push the financial transactions to Finacle for accounting and module shall be able to handle all GST related activities from time to time.	
86. Business rules for charging should be configurable and should allow change, based on business conditions.	

87. Ability to download billing statement / invoices / GST report periodically in pdf format.

88. The system should be able to define transaction level, customer specific charges based on volume, value, slabs/tiers, thresholds, flat fees, using nested and multiple layer conditions / decision rules which can use mathematical /logical operands to define the charging logic.

K	MIS, Query and Reporting
	<p>89. The system should have interface with Drag & Drop/mapping of fields option to create dynamic MIS formats based on the requirements from different clients. Since requirements will be different from client to client, defining of MIS formats can be easy for different requirements from different clients.</p> <p>90. MIS module should support various MIS formats viz Excel, CSV,pdf, TXT, xml,MT940</p> <p>91. MIS module should support sharing of MIS through mail, FTP, SFTP, APIs.</p> <p>92. MIS Module should support all latest security algorithms like Digital Signature, PGP for encryption and decryption of files.</p> <p>93. MIS reports can be viewed across various devices like mobile, laptop, desktop and tablets</p> <p>94. Reports should be made available in various formats such as PDF, Excel and HTML. All the built-in reports must be designed in a standard source like Oracle with capabilities to integrate with other reporting engines.</p> <p>95. The application should be integrated to Bank's mail server & SMS server for sending the generated MIS through auto mailers / auto SMS.</p> <p>96. The application should be configurable to fetch data from various TReDS platforms through API for generation of various reports.</p> <p>97. The files generated from CMS application in the form of MIS reports should be untamperable within UBI and at client end, it should not be capable of reconstruction.</p> <p>98. Application should have basic querying options and need to be customized based on the products/ processes defined by the Bank.</p>

99. Application should provide multiple initiation modes, query for areas including real time status, real time alerts and notifications and download reports.
100. Application should have basic reporting options and should have report building flexibility to users.
101. It should have the facility to design the reports as per the requirements
102. System should enable the user to view the full details of a customer/ transactions. Account aggregation - one view account summary of all accounts in a single or multiple report.
103. Report generated should be customizable and downloadable in standard industry accepted formats viz., Excel, CSV, pdf, TXT, xml, MT940

L**Liquidity Management Services (LMS)**

104. Application should support corporate LMS functionality with key offerings such as domestic sweeping, flexible sweeping, with proper reporting and MIS

M**Other Miscellaneous Requirements**

105. The application should have the capability to provide escrow services to the corporate clients in handling assets, including cash, securities, documents and other collaterals of escrow Bank account of Corporate clients.
106. The application should have the capability to provide integrated nodal account for e commerce entities with collection and payment services.
107. The solution should provide H2H integration with encryption, decryption and digital signature with corporate ERP/ other operating systems for secure file transfer between the corporates and the Bank, with a configurable workflow, which allows initiation of approvals /STP. The solution should provide readily available ERP integration connectors which can be easily integrated to corporate client's ERP system thereby reducing on client onboarding TAT.
108. The solution should facilitate with client file mapping tool, where input file can be accepted in either of the file format such as CSV, text delimited, XML and generate the desired system uploadable output file.
109. Provision for customer assist through facility to troubleshoot the customer issues online through their profile with limited access.

110. The solution should provide readily available Fin-Tech On-Boarding facility with minimum configuration.
111. Filter criteria with an option to save filter conditions for future use
112. Menu for quick access to commonly used functions
113. The solution should provide facilities to all categories of the customer like Govt Bodies, Education, Health Care, NBFC's, Finance & Insurance, Asset Management Company Manufacturing and e-commerce. It should be able to extend and customize requirements coming up in future to develop sector specific solution
114. The solution must be highly configurable and must provide capability for the Bank to configure product and workflows which can be bundled into packages
115. The AI based chatbot facility to be provided to customers on predefined FAQ's

N**Reconciliation**

116. System should provide for all kinds of reconciliation for the Bank, client/customer and for collections in an Auto reconciliation mode by total integration with CBS, ERP using respective transaction reference numbers. Reconciliation should be available in General ledger format on daily basis with CBS. Response/Reverse MIS of successful and failed transaction in various desired formats to be available.
117. The automatic reconciliation tool should be available, and product should support “one to many” and “many to one” reconciliation methods.
118. There should be provision for searching details of transaction at front end on the basis of transaction ID , amount , date , client code , virtual account no./PIF no./ instrument no.
119. Report generation provision should be there for mismatch entries which are not available in CBS.

O**Alert & Notification**

120. Carix Mobile system asynchronous stream service available as integral part of the system. This service should be utilized for alert, MIS
121. System should support notification through various modes such as email, SMS etc automatically as per Banks requirements. System should support schedule-based generation and mailing of various reports through scheduler and auto mailer as per Banks requirement.

P	Security
	122. Application should have capability to facilitate biometric log in.
	123. Movement of data should happen in a secured encrypted manner
	124. There should be provision of taking back up in external media for offsite storage
	125. The data should be stored in encrypted form. It should have capability for data masking
	126. The system should be configurable on DC, DR and UAT environment and at every time database at DC and DR should be in sync
	127. Provision for multilevel authorization for payments with tokenization /mobile app based authorization
	128. Support for file upload with digital signature/ RSA token/encryption.
	129. Provision for forgot password retrieving facility
	130. System should support inactivity period number or retries for login feature, last login time, session time out time and likewise.
	131. System should support SSL certificate
	132. System should support CAPTCHA authentication
	133. The system should be capable of duplicate Checking at file name level, account level and transaction level with an option to enable or disable to facility.

6.2. Interfaces

- 6.2.1 The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed CMS solution to Bank's CBS and other applications like LAS/internet Banking / Mobile Banking / NEFT/RTGS/IMPS/UPI/MIS/clearing
- 6.2.2 The Bidder must provide necessary interface and undertake the integration with the CBS and other applications.
- 6.2.3 The Bidder shall provide the Bank, understanding and full access to database, database table structure and data dictionary of the proposed solutions.
- 6.2.4 The Bidder will present to the Bank the interface requirements for review.
- 6.2.5 The Bidder will give the Bank adequate time to review the interface requirements.

- 6.2.6 Any suggestions from the Bank will have to be included by The Bidder.
- 6.2.7 The Bidder will be responsible for customizing, testing and maintaining all the required interfaces during the contract period at no extra cost to the Bank. In case of any subsequent change, modification or alteration to the Banks existing Application software packages, the Bank will obtain the API for such existing Application and provide the same to The Bidder for interface at no additional cost. The Bank has envisaged all the interfaces to be on an online secure mode with Straight through Processing. The Bidder needs to factor the same in the pricing.
- 6.2.8 The Bidder must ensure that all interfaces are automated with minimal manual intervention.
- 6.2.9 The Bidder will ensure and incorporate all necessary security and control features within the Application, operating system & database so as to maintain integrity and confidentiality of data at all times.
- 6.2.10 The Bidder will be responsible for setting up the test environment for interface testing.
- 6.2.11 The Bidder will responsible for creating an exhaustive set of UAT test cases. Bidder will provide dedicate resource for same. Bidder shall ensure that the test cases meet all the testing requirements of the Bank. The Bank will review the same and may propose additional test cases.
- 6.2.12 All errors, bugs, enhancements / modifications required during and after testing will be immediately resolved by the Bidder (maximum of 5 working days), and sign-off for the same will be obtained from the Bank. However, workaround solution should be provided on the same day, in respect of errors and bugs affecting the functioning of the application.

6.3. Software Licenses:

The Bidder should consider application software licenses for the following

- 6.3.1 Provide Corporate Licenses for Data Centre (DC) setup, Disaster Recovery Site (DRS), Near Disaster Recovery (NDR) and UAT setup for unrestricted use across the organization viz. Branches, Location & clients irrespective of locations or number of users.
- 6.3.2 The DC & DRS setups will be in high availability mode (i.e. active/active or active/passive). The DC & DRS setups shall be in virtualized environment.

- 6.3.3 All software envisaged is required to be on-premises irrevocable perpetual software licensed to Union Bank of India, right to use the software even after the contract period. Only licensed copies of software shall be supplied and ported. Further, all software supplied shall be of latest version.
- 6.3.4 The software supplied must be the latest version of the software supplied by the OEM and will be upgraded with functionalities from time to time. Beta versions of any software shall not be accepted.
- 6.3.5 All the releases / patches shared by the Bidder as part of issues / bug, should be provided along with Releases notes containing the Change Requirement, Change Description, Areas Affected, Deployment Steps, Instructions and likewise.
- 6.3.6 The following tentative considerations (but not limited) must be included for supply of software
- 6.3.6.1 The application software should fully comply to all the existing or future time to time guidelines, requirements notified by Government, RBI, other statutory bodies during the contract at no additional cost to the Bank. The application software up gradation will be responsibility of Bidder during entire contract period.
 - 6.3.6.2 Solution should be available on latest version of Oracle database and configured in Oracle RAC. The Application, Web and Database servers should function in multiple/latest operating systems - Red-Hat Linux, Unix or Windows. However, Solution to be hosted on latest version of the OS whether it is Linux or Windows.
 - 6.3.6.3 Solution must be a web based, user friendly and the web based application should work using low bandwidth and high latency. The solution should work seamlessly for customers of the Bank and all related UBI Branches.
 - 6.3.6.4 The solution should be in High Availability i.e., clustered/ virtualized. Database should provide High availability & Disaster recovery using cost effective option of automatically synchronizing the transaction logs to disaster site, which in case of failover the other node provides the availability of all data.

6.4. Data Migration

The Bidder will be responsible for necessary tools & support services for migration of the data from the existing legacy system of the Bank and also for first time Master creation.

- 6.4.1. The Bidder is expected to provide data download specs which has a mapping to source systems. Required data will be provided by the Bank in its own format. Accuracy of source system data will be the Bank's responsibility. Cleansing and transformation of such data to suit the requirements of the proposed system will be the responsibility of the Bidder with proper logs to be maintained. Bidder will have to define the process of data migration.
- 6.4.2. The successful Bidder has to inform all the mandatory fields required for migration and also provide the facility to upload the data with default values for mandatory fields if the same are not readily available. There must also be a facility to modify these mandatory fields subsequently by Bank.
- 6.4.3. In the event of any gaps in the field mapping reports, the same would be discussed with the Bank and the agreed solution would be documented by the Bidder and signed off from the Bank. The Bidder shall ensure that workarounds or default values moved to the production database as a result of gaps in the field mapping are duly taken care of after successful migration to proposed solutions and the Bank officials are informed of the same in writing.
- 6.4.4. It will be the responsibility of the Bidder to ensure validation for all data migrated from the legacy systems to the new application. Also, Archival data of current system should also be migrated to Bidder's Archival system without any additional cost to the Bank.
- 6.4.5. The Bidder will be responsible to format the data as per the software / upload format required by the solution.
- 6.4.6. The Bidder is expected to provide the Bank with data capture utilities to capture missing data for all the modules as would be required to capture the data. The Bidder will have to train the Bank personnel to use the utilities for them to be in a position to capture the required data.
- 6.4.7. The Bidder will be responsible for uploading the data entered by the Bank through the manual data entry screens, programs/ applications. Manual data

collection is not in scope but in case of data gaps, the vendor may be required to create data capture tools.

- 6.4.8. The Bidder shall develop the data conversion programs to convert Bank's data to proposed solution upload format. The Bidder shall perform mock data migration tests to validate the conversion programs.
- 6.4.9. The Bidder will be responsible for assisting the Bank in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated from the legacy applications to the proposed systems.
- 6.4.10. The Bank or its consultants may, at its discretion, verify the test results provided by The Bidder.
- 6.4.11. Any gaps /discrepancy observed will be reported to the Bidder, who will act upon it and resolve the same immediately.
- 6.4.12. The tool to be developed for accessing the archival data of the legacy database to submit the details for compliance purpose.

7. Training

The Vendor shall organize for training (familiarization) to the Bank's team as follows:

- 7.1. Vendor must impart training to the Bank's Core Team (IT as well as functional) before UAT. The training should cover configuration, operation / functionalities, maintenance, support & administration for software / middleware, application architecture and components, installation, troubleshooting processes of CMS application.
- 7.2. Training to the IT team should cover the system administration viz.
 - I. System Administration & User management
 - II. Management of Application software
 - III. Data base administration
 - IV. Report writing
 - V. Security management
 - VI. Backup & Disaster Recovery Operations
 - VII. Troubleshooting
 - VIII. Creation of document category
 - IX. Designing workflow
 - X. Management of servers, storage, database and security

- 7.3. Executive Awareness Program: Awareness training program to be arranged for senior executives, as decided by the Bank.
- 7.4. End User Level Training - End user level training needs to be provided primarily on the following topics.
- I. Alert/reminder configuration
 - II. Scanning Scanning/Image processing/OCR/Storing/Retrieval and all other related user level functionalities available in the solution.
 - III. Trouble shooting at the user level
 - IV. Ad-hoc report generation
 - V. Easy adoption by the user and user management
 - VI. Interpretation of the error message
 - VII. Basic user awareness and system usage
- 7.5. Training on Development -Bidder to arrange for comprehensive technical training primarily on development of work flow solutions, report writing, dashboards for one batch on the following topics
- I. Workflow solutions / Business Process Management
 - II. Integration between various programs / applications with solution
 - III. Linkage between various programs and modules of applications software
Program coding
- 7.6. Bidder should provide eLearning module which can be integrated with Banks' eLearning module
- 7.7. Training to the User Groups of around 50 engaged with various domains of the Bank's operations about:
- I. Functionality available in the Module
 - II. Parameterization
 - III. Auditing Techniques
 - IV. Report Generation

8. Hardware Sizing and Performance Required

- 8.1. The proposed solution shall be hosted on Bank's own-premise hyper-converged cloud in Red Hat Linux OS version 7 and above or Windows Server 2016 R2 and above. However, solution should have capability to migrate to any other platform as per the Bank's requirement. Bank shall provide Hardware, Operating System

and Oracle Database. However, the selected bidder has to complete supply, configure, customize, implement, integrate and maintain CMS application.

- 8.2. The successful bidder must design the solution with high availability & secure infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.
- 8.3. The Vendor must provide necessary requirement of infrastructure in the format as mentioned in Annexure Q (Servers / OS / Database / Middleware which are required for the system) for the following environment:
- i Data Centre (DC) - Production
 - ii Data Centre (DC UAT) - Test, Development and Training
 - iii Disaster Recovery Site (DR)
- 8.4. The Vendor must provide requirement of optimal size of the Hardware, Operating System, Database, keeping in view the current average and peak volume of transactions and to extrapolate the same for the full TCO period (i.e. 5 years). Some of the basic parameters (indicative) for sizing are given herein under.
- i. Number of transactions per day - 500000
 - ii. No of concurrent users- 2000 (considering for cheque lodgement functionality & MMS operations, access is provided to Finacle Branches)
 - iii. System Uptime per day - 99.9 %
 - iv. Projected Growth per year - 20%
 - v. Expected Application Response Time:
 - a) Static Page loading like login page - < 2 Seconds
 - b) Executing search and rendering search result on application user interface - <5 Seconds
 - c) Viewing of report of size <1 MB - 5 Seconds.
 - d) Making transaction on the system report generation - <5 Seconds
- 8.5. The system should be capable of keeping online data of at least 3 years. Thereafter, the system should provide purging & archival of data. The response time at server end should be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the Vendor is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.9% and response time < 3 second) the Vendor shall have to provide additional hardware, software without any additional cost to the Bank. The hardware proposed for the solution (as part of this RFP) should not exceed 70% of CPU(s), Memory(s), Hard Disk(s) utilization levels at any given point in time during the TCO Period.

8.6. The Data replication should happen from Primary site to DR site on real time to keep them in synchronization.

8.6.1. Recovery Time Objective (RTO) - **60 Minutes.**

8.6.2. Recovery Point Objective (RPO) - **5 Minutes**

Vendor is required to conduct at least one DR drill in a quarter.

9. Onsite Support

There should be at least 2 technical experts for the period of 4 years excluding 01 year mandatory warranty period from Go Live of whole project for on-site support who are conversant with the CMS Application's Operation (technical as well as functional) at Bangalore on all the working days of FCS Bangalore without any additional cost such as travelling, lodging, resources and likewise. However, in case of business requirements, vendor may be asked to depute the additional resources and provide support on holidays in case of business exigency. The on-site support should extend to services like helpdesk, system backup, data backup, user management, database management / maintenance, updation of data, maintaining integrity of data, loading application upgrades, technical support for ad-hoc queries, archival of data and any other support required with respect of CMS application. Query/issue raising and escalation process system should be in place.

10. Roll Out Plan

Vendor should supply, configure, customize, implement, integrate and maintain CMS applications as per implementation plan proposed vide Annexure X in Bid process and agreed by Bank. Bank expects the implementation to be complete within 10 Months from release of PO and may be implemented in phases, following are indicative phase:

Phase	Timeline
1.Documentation / project design / implementation plan / interface design with Bank sign off / delivery of software license *	within 1 month from release of PO
2.Implementation of readily available and developed functionalities/modules along with required interfaces and Bank UAT sign off	within 5 months from release of PO
3.Implementation of other customized solutions as discussed and mutually	within 10 months from release of PO

agreed during documentation phase with Bank UAT sign off	
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*Please Note- Implementation process should start within 4 weeks from the date of Purchase Order.

11. Penalty for not meeting timelines

The Vendor must complete the rollout of each phase of project before the period/due dates as agreed by the Bank as per projection given in proposal by Vendor. Bank expects to implement the whole project within 10 months from release of PO. If the Vendor is not able to complete the implementation & rollout of the phases in timelines agreed, then the Bank is in order to levy penalty charges on the Vendor as per Liquidated Damages clause (Refer Clause 20.0 of this RFP).

12. Disaster Recovery

The proposed system must be capable and compatible for Disaster Recovery implementation. The successful bidder should describe the provisions and setup required for disaster recovery. The successful bidder should replicate the whole setup for all modules with customization in DR. Bank's DR site is currently at Bangalore and DC site is at Mumbai. The database in both the environment should be in sync so that in case of any unforeseen scenario, operations are not hampered, and Bank can switch over to DR.

13. Instructions for Bid Submission

13.1. Bid Security:

The bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory" accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance Bank Guarantee before the deadline defined in the request for proposals (RFP) document, they are liable to be suspended from participation in any future tenders of the Bank for two years. In case of change in any Govt guidelines related to Bid Security, then bidder must adhere the same accordingly.

13.2. 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-R to the extent of 3% of the total contract value/TCO valid for contract period with a claim period of additional 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled Commercial Bank other than Union Bank of India. IFSC Code for issuance of PBG is UBIN0556688.

13.3. 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.

13.4. 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/or invoking Performance Guarantee, if any, under this contract.

13.5. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract.

13.6. Language of Bid

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

13.7. Period of Validity of Bids

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

13.8. Amendment of Bidding Document

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

13.9. Authorization to Bid

- 13.9.1. The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.
- 13.9.2. All pages of the bid shall be initiated by the person or persons signing the bid. Bid form shall be signed in full & official seal affixed.
- 13.9.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initiated by the person or persons signing the Bid.
- 13.9.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- 13.9.5. 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.

14. Bid evaluation process

14.1. Two stage and Two-Part Bid Process

- 14.1.1. Two stage and two-part bid process of evaluation is adopted for selection of the vendor:

14.1.2. Stage 1 -Eligibility Evaluation

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure D - Eligibility Criteria to this document. The vendor would need to provide supporting

documents as part of the eligibility proof. Venders qualifying Stage 1, will only be considered for eligible for Stage 2 evaluation.

- 14.1.3. Stage 2 - Eligible bidders qualified from Stage 1 evaluation process will be processed under two-part bid process of Stage 2 evaluation. The two-part bid process are Functional/Technical bid evaluation and Commercial bid evaluation. All qualified bidders of Stage 1 will be first assessed under Functional/Technical bid evaluation and if found qualified under it will become eligible for their commercial bid evaluation. The qualified assessed bidders under both the part bids will be then evaluated under weighted scoring assessment. The technical evaluation and the commercial evaluation shall have the weightage of 80% and 20% respectively and this weightage shall be considered for arriving at the successful bidder.

14.2. Functional and Technical Bid Evaluation

- 14.2.1 The vendor needs to achieve a cut - off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut - off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must score a minimum of 80% in Technical Compliance Scoring Sheet as per Annexure F separately. Even if the vendor meets the 70-mark cut-off and does not meet this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Functional & Technical requirements. The Functional & Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameter	Maximum Sub Scores
The number of CMS solution Implemented in Commercial Banks [full implementation- Front to Back end] provided by the proposed OEM/OSD in India or abroad from 01-04-2015 till RFP submission date	For each implementation 3 marks for Commercial Bank in India and 2 Mark for Commercial Bank outside India. Bidder must provide documentary/site visit/customer reference as evidence to the Bank's satisfaction.	10
Tenure of project completion at other Banks (to be supported by certificate from respective Banks)	For each implementation: Within Delay Timelines up to	10

	<p>six months</p> <p>Bank in 3 2</p> <p>India</p> <p>Outside 2 1</p> <p>India</p> <p>In case of delay beyond six months, zero marks will be awarded</p>	
Functional and Technical Specifications compliance	As per functional & Technical Compliance Scoring Sheet in Annexure F, demonstrable at Presentation Demo and assessed by Bank.	50
Technical Presentation on Proposed Solution by the Bidder	<p>Technical presentation will be evaluated on the following parameters:</p> <ol style="list-style-type: none"> 1. Proposed Solution (5 Marks) 2. IT architecture and approach & methodology (3 Marks) 3. Resource Planning (2 Marks) 4. Project Governance and Project Team (2 Marks) 5. Future Scalability (3 Marks) 	15
Product Demo/ Site Visit for techno-functional capability will be assessed for quality and completeness of Solution.	Assessment done by Bank through demo and site visit, on Bidders proposal of the solution with respect to in-depth understanding of the required solution of Bank as per RFP.	5

Project Implementation Time Lines from Start Date of Implementation. (Note there is LD Penalty for any delay from implementation time plan projection. Vendor's needs to give projection as per their past execution experience and present capability). Provide broad implementation plan with Part- I, Functional & Technical Bid in Annexure X	Within 10 Months -100% i.e. 10 Marks Up to 12 Months- 80% i.e. 8.0 Marks Up to 14 Months- 50% i.e. 5.0 Marks Up to 15 months- 40% i.e. 4.0 Marks Up to 16 Months- 30% i.e. 3.0 Marks Up to 18 Months- 20% i.e. 2.0 Marks Above 18 Months 0% i.e. 0 Marks	10
Total Marks		100

- 14.2.2. Further the Bank's officials may visit reference sites provided by the Vendor if deemed necessary. In case there is only one vendor having functional & technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest functional & technical score and qualify such vendor. In case, none of the participating vendors qualify on functional & technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cut off marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement
- 14.2.3. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If 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.
- 14.2.4. 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.

- 14.2.5. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may convey to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- 14.2.6. A material deviation, reservation or omission which would not be waived are those that:
- 14.2.6.1. Affect, in any substantial way, the scope, quality or performance of the goods and related services specified in the contract;
 - 14.2.6.2. Limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity 's rights or the bidder's obligations under the contract; or
 - 14.2.6.3. If rectified, would unfairly affect the competitive position of other bidders quoting substantially responsive bids.
- 14.2.7. On the basis of functional & technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the functional & technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the BANK in this regard shall be final, conclusive and binding on the bidder.

14.3. Commercial Bid Evaluation

- 14.3.1. The vendor who achieves the required cut - off functional & technical score as part of functional & technical evaluation shall be qualified for commercial bid opening as per Annexure H. The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 5% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:
- 14.3.2. The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=5% and n =Year. The Payment during implementation period will have value of n as zero (n=0)
- 14.3.3. Commercial Evaluation Marks calculation: -
- 14.3.3.1.CB-Low = Lowest Commercial Bid amount
 - 14.3.3.2.CB-XXX = Commercial Bid Amount of Vendor XXX
 - 14.3.3.3.C-XXX = Commercial Evaluation mark of Vendor XXX
 - 14.3.3.4.C-XXX = (CB-Low/ CB-XXX)*100

14.4. Weighted Evaluation

Based on the combined weighted score for functional & technical bid evaluation and commercial bid evaluation, the bidders shall be ranked in terms of the total score obtained. The functional & technical bid evaluation will having 80% weightage while Commercial bid evaluation will have 20% weightage. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 or likewise. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. Example there are three vendors XXX, YYY and ZZZ and have following evaluation

SN	Vendor	Technical Evaluation Marks (T)	Commercial Evaluation marks (C)	T*0.80 (A)	C*0.20 (B)	Score (S = A+B)
1	XXX	90	58	72	11.6	83.6
2	YYY	80	62	64	12.4	76.4
3	ZZZ	70	100	56	20	76.0

So in this example H-1 = XXX , H-2 = YYY, and H-3 = ZZZ

15.General Conditions of Two-Part Bid Process

- 15.1.1. The Bid should be submitted online at the e-Procurement site <https://ubi.abcprocure.com> by the Bidder. It should comprise the following components:
- 15.1.2. Functional & Technical bid - **Part I:** –FUNCTIONAL & TECHNICAL BID FOR Supply, install, implement, roll out, configure, maintain and support new cash management solution.
- 15.1.3. Commercial bid - **Part II:** –COMMERCIAL BID FOR Supply, install, implement, roll out, configure, maintain and support new cash management solution.
- 15.1.4. Any bid document not conforming to any one of the above terms will be rejected.
- 15.1.5. The Bidder shall submit Integrity pact as per Annexure O in advance (but not before issuance of RFP) or at the time of submission of bid. In the first stage, Functional & Technical bids of bidders who have submitted Integrity Pact as per Annexure O will be opened and evaluated. Those bidders having successfully satisfied the Stage-1 eligibility criteria evaluation, and thereafter also successfully satisfied

Stage-2 functional & technical evaluation, as determined by the Bank and accepting the terms and conditions of this document shall be short listed for evaluation of commercial bid. The Bank will open Part II (Commercial Bid) only for those bidders who have qualified in Functional & Technical Bid.

15.1.6. As a part of technical evaluation, the bidders will be required to give complete presentation of their offer solution. The presentation may also include details of customization required if any and the time period for its complete implementation.

15.2. Part-I Functional & Technical Bid

15.2.1. The Functional & 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.

15.2.2. The Functional & Technical Bid - Part I must be submitted online.

15.2.3. The following two original documents are to be submitted in physical form to the Bank on or before last date & time of bid submission:

15.2.3.1. Bid security Declaration Annexure A2

15.2.3.2. Integrity Pact (IP) as provided in Annexure O is to be submitted physically. It should be on plain paper duly signed by authorized signatories.

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

15.2.4.1 Annexure A - Letter of Acceptance

15.2.4.2 Annexure B - Bid Form

15.2.4.3 Annexure C - Bidder's Profile Format

15.2.4.4 Annexure D - Eligibility Criteria

15.2.4.5 Annexure E - Compliance to RFP Terms & Conditions

15.2.4.6 Annexure F - Technical Compliance Scoring Sheet

15.2.4.7 Annexure G- Unpriced Commercial Bid

15.2.4.8 Annexure I - Implementation Team Profile

15.2.4.9 Annexure J- Reference Site Details

15.2.4.10 Annexure K - Financial Position of Bidder for Last 3 Financial Years

15.2.4.11 Annexure L - Project Management Methodology

15.2.4.12 Annexure M - Project Timelines

15.2.4.13 Annexure N - OEM/OSD Authorization Letter

15.2.4.14 Annexure O - Format of Integrity Pact

15.2.4.15 Annexure P - Know Your Employee (KYE)

- 15.2.4.16 Annexure Q - Details of Hardware & Software Specifications
 - 15.2.4.17 Annexure R - Format for Performance Bank Guarantee
 - 15.2.4.18 Annexure S - Confidentiality / Non-Disclosure Agreement
 - 15.2.4.19 Annexure T - Bid Query Format
 - 15.2.4.20 Annexure U - Undertaking By Bidder
 - 15.2.4.21 Annexure V - Undertaking of Information Security
 - 15.2.4.22 Annexure W - Project Implementation Plan
 - 15.2.4.23 Annexure X - Certificate of Local Content
 - 15.2.4.24 Annexure Y - Restriction on Procurement due to National Security
 - 15.2.4.25 Annexure Z - Bid Security Declaration
- 15.2.5 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.
- 15.2.6 Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the bidder
- 15.2.7 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.
- 15.2.8 Documents and brochures pertaining to product that will be deployed in the proposed solution.
- 15.2.9 All the annexure should be submitted 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 (to be filed separately).
- 15.2.10 Signed & Sealed copy of all the pages in RFP to be submitted along with the technical bid.
- 15.2.11 The bidder should ensure that all the annexure should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 15.2.12 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.

- 15.2.13 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.
- 15.2.14 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. upgrade, Installation and Implementation
- 15.2.15 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) 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.

15.3. Part-II Commercial Bid

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

- 15.3.1. The Commercial bid should be submitted online at the e-Procurement site <https://ubi.abcprocure.com> as per Annexure H by way of entering the values at the site. This must contain all prices.
- 15.3.2. 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. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

16 RFP Clarifications

- 16.1.1 Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to capsit@unionbankofindia.com & navneet@unionbankofindia.com with subject RFP for supply, configure, customize, implement, integrate and maintain CMS Application as per the date given in the schedule of events of this RFP document.

- 16.1.2 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 writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit our Banks website for clarifications and other communications.
- 16.1.3 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>

16.2 Other Terms and Conditions of RFP

- 16.2.1 The solution will be deemed accepted only after successful pilot run and sign off from Bank's identified Project Manager. 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 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.
- 16.2.2 By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for any 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.
- 16.2.3 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 16.2.4 The successful bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the successful bidder's inability to meet the established delivery dates or any other reasons attributing to the successful bidder then, that bidder will be responsible for any re-procurement costs

suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

- 16.2.5 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the proposed bidder's requirement. 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 fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 16.2.6 The Bidder shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or Regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable) and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.
- 16.2.7 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 as mentioned in this tender document.

16.2.8 The Bank and the bidder covenants and represent to the other Party the following:

- 16.2.8.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 16.2.8.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 16.2.8.3 The execution, delivery and performance under an Agreement by such Party:
 - 16.2.8.3.1 Will not violate or contravene any provision of its documents of incorporation;
 - 16.2.8.3.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - 16.2.8.3.3 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 16.2.9 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- 16.2.10 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 16.2.11 It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the deliverables till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.
- 16.2.12 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations on proposals or proposed contract or for any work performed in connection therewith.

16.3 Other RFP Requirements

- 16.3.1 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. The Bank will inform all bidders about changes, if any.
- 16.3.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- 16.3.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 16.3.4 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All responses to be submitted as per query bid format. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.

- 16.3.5 Preliminary Scrutiny - The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 16.3.6 Clarification of Offers - To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 16.3.7 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
- 16.3.8 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.
- 16.3.9 Price Discussion - It is essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 16.3.10 Right to Alter - the Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has +/- 20% limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities

- 16.3.11 Details of Sub-contracts, as applicable - If required by the Bank, Bidders should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and subcontractors.
- 16.3.12 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject technical bid.
- 16.3.13 There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.
- 16.3.14 Undertaking on Information Security (Annexure V) - The Bidder should furnish a letter both from the Original Solution Developer / Original Equipment Manufacturer (wherever applicable) and also from the Bidder's end providing an undertaking on Information Security of Authenticity and also the solution supplied. This undertaking from OSD / OEM and the bidder is on Information security as per regulatory requirement.
- 16.3.15 The Bidder shall perform its obligations under this Tender as an independent contractor and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 16.3.16 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors 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

- 16.3.17 The implementation 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 till finalisation and sign off of requirements by Bank during the implementation phase of the contract/ agreement.

16.4 Award of contract

On completion of weighted evaluation based on the combined weighted score for functional & technical bid evaluation and commercial bid evaluation as described under point no 14.4 of this documents, Bank will determine the H1 bidder (bidder having highest total combined score) and contract will be awarded to the H1 bidder.

- 16.4.1. In case of a tie of H1 status between two or more bidders (bidders having equal combined weighted score, and the combined weighted score is highest), then the bidder having higher technical bid score among these bidders will be H1 bidder. Further in case if technical score is also tie between two or more such bidders, then higher score for techno functional process under CMS solution with in technical bid score will determine the preference for H1 by Bank.
- 16.4.2. The selected Bidder must sign the Contract/Agreement with the Bank. Purchase order (PO) issued will be an annexure for such Contract/Agreement.
- 16.4.3. The Bank reserves the right to award the contract, if H1 Bidder is not able to supply/implement the project within the stipulated time mentioned in the RFP or performance/services of the successful bidder (H1) after award of contract is not satisfactory, to H2 Vendor provided H2 has lower price than H1 price or matches with H1 Price, and if H2 does not agree, it will be awarded to H3 subject to H3 has lower price than H1 or matches H1 price and in that order. 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.

16.5 Price Composition

- 16.5.1 The commercial bid should be quoted in the commercial bid form.
- 16.5.2. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 16.5.3. The Total cost should be exclusive of all applicable taxes and duties, GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
- 16.5.4. 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.
- 16.5.5. Bank will not pay any Labour charges for transportation, Road Permit, any other items separately. All such costs, if any, should be absorbed in the above TCO.
- 16.5.6. Any upward / downward change in applicable GST will be to the account of Bank. If any changes from the quoted price, the bidder will produce the respective notification of such changes.
- 16.5.7 Arithmetical errors will be rectified on the following basis:
 - 16.5.7.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - 16.5.7.2 If there is a discrepancy between words and figures, the amount in words will prevail.
 - 16.5.7.3 If the bidder does not accept the error-correction, its bid will be rejected.

16.6 General Terms

- 16.6.1 The bids shall be submitted strictly in conformity with the specifications.
- 16.6.2 The bids will be opened as per the schedule given in the presence of eligible bidders.
- 16.6.3. The eligibility bids will be processed first to identify the eligible bidders for evaluation of functional & technical bids. Subsequently the functional & technical bids of eligible bidders will be processed to find the eligible bidders for opening and evaluation of commercial bids. The bids received and accepted will be evaluated by the Bank on the basis of the combined weighted score for functional & technical bid evaluation and commercial bid evaluation to ascertain the highest scoring bidder in the interest of

the Bank. However, the Bank does not bind itself to accept the highest scoring bid or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of order/letter of intent without assigning any reasons whatsoever.

16.6.4. The Bank reserves the right to re-tender. The Bank shall not incur any liability to the affected bidder(s) because of such rejection. The Bank shall not be obliged to inform the affected bidder(s) of the ground for the Bank's rejection.

16.6.5. The Bank reserves the right to the following:

16.6.5.1. To modify the terms & conditions and specifications detailed in the RFP and also to obtain revised prices from the bidders with regard to such changes.

16.6.5.2. To negotiate with any or all bidders.

16.6.6. All the Software to be supplied should be original, latest version & licensed.

16.6.7. Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.

16.6.8. Bidder is required to comply with the standard data security system and abide Information Security policy of the Bank. Policy will be shared with successful bidder

16.6.9. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information the bid will be rejected summarily by the Bank.

16.6.10. Bidder is required to comply with all terms and conditions as mentioned in this RFP document.

16.6.11. The RFP and all supporting documents are the sole property of the Bank and violation of this will be a breach of trust and Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by bidders shall become the property of the Bank. Bank shall maintain the confidentiality of the proposal and all supporting documentation submitted by bidders.

16.6.12. Clause for Limitation of liability: Vendor's aggregate liability under the contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for 1) IP infringement indemnity; 2) bodily injury (including death) and damage to real property and tangible personal property caused by vendor's gross negligence. Vendor shall not in any event be liable for any indirect, consequential damage, or loss of profit, business, revenue, goodwill, anticipated saving or data, or third party claim except with respect to bodily injury (including death) and damage to real and tangible personal property for which vendor is legally liable. For the purpose of this section,

Contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the vendor that gave rise to claim, under this tender.

16.7 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.

17 Rejection of Bid

The Bid is liable to be rejected if:

17.1 The document does not bear signature of authorized person in each page and duly stamp.

17.2 It is received through Fax/E-mail/dropped in tender box.

17.3 It is received after expiry of the due date and time stipulated for Bid submission.

17.4 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.

17.5 It is evasive or contains incorrect information.

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

17.7 Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.

17.8 Non submission of Integrity Pact (IP) and bid security declaration.

18 Modification and Withdrawals of Bid

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

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

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

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

19 RFP Response

19.1 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.

19.2 Bid properly documented should be submitted by uploading at <https://ubi.abcprocure.com> within stipulated date & time mentioned in the RFP.

20 Liquidated Damage (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 due to the Successful bidder. For calculation of LD:

- 20.1 The contract price for calculation of LD is Purchase Order amount.
- 20.2 The overall LD will be to a maximum of 8% of Purchase Order amount.
- 20.3 LD for delay in completion of the Service(s) (Implementation) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 0.5% of the cost of the phase of implementation cost inclusive of all taxes, duties, liveries etc. Phase implementation cost is linked against each phase payment schedule based on implementation plan proposed by Vendor and agreed by Bank. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 8% of total project cost, during implementation, Bank may consider termination of the contract or purchase order as per clause 42.
- 20.4 Part of week will be considered as full week.
- 20.5 Bank can deduct the amount of liquidated damages from any money belonging to the Successful bidder in its hands under this agreement (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.
- 20.6 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.
- 20.7 Bank reserves the right to condone the delay, if it is not attributable to the Successful bidder.
- 20.8 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 the clause 30 (Indemnity & Limitation of Liability) and misappropriation of confidential information leading to the breach of Clause 29 (Confidentiality).
- 20.9 The aggregate of all Liquidated damages and SLA Penalties are capped at 8% of the Purchase Order amount.

21 Warranty

- 21.1 All support & services required for supply, configure, customize, implement, integrate and maintain CMS Application, as described in RFP, will be the part of the project deliverables during the contract period (under warranty or post warranty)
- 21.2 The warranty would be on-site and comprehensive in nature. Warranty will start from the date of full go- live and will be valid for a period of one year. The successful bidder shall provide maintenance and support under warranty, without any extra cost, for a minimum period of one year. Warranty for software will start from the date of final signoff (go-live) of the by the Bank. Bank will not pay any charges during warranty period.
- 21.3 Any corruption in the software or media or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the Bank.
- 21.4 The executions of the service(s) herein is and shall be strictly in accordance and in compliance with all Applicable Laws, as amended from time to time, the regulatory framework governing the same and the Good Industry Practice. It has all permissions, consents, approvals and license from all authorities, regulatory /statutory and non-regulatory, for executing the Service(s).
- 21.5 The successful bidder warrants that Deliverables and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation. The successful bidder shall be fully responsible for warranty of all the system components i.e. hardware and software in respect of proper design, quality, material and workmanship of the equipment, accessories and likewise covered by the offer.

22 Contract Period

- 22.1 The contract period for proposed solution will be initially for a period of implementation period plus 5 years i.e. 1 year warranty from the date of full go-live and post warranty 4 years support/ATS with the selected bidder. However, both the parties with mutual consent may extend Annual Technical Support for software application for the next five years after expiry of the contract period at mutually agreed terms and will be renewed yearly basis.
- 22.2 The successful bidder shall execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as

detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement (NDA). The bidder shall execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the successful bidders.

- 22.3 SLA will cover performance and availability of the solution deployed. The Bidder shall bear entirely and exclusively all costs (whether in term of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the bid process including but not limited to cancellation/abandonment/annulment of the bidding process.

23 Annual Technical Support

- 23.1 The ATS charges shall be released to the vendor quarterly in advance subject to timely submission of applicable documents like invoice, performance availability reports.
- 23.2 The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the vendor(s) are not satisfactory and if the vendor fails to rectify /cure the same after receipt of a prior written notice from the Bank. In that case, the vendor(s) will refund the proportionate amount of ATS pertaining to the unexpired period of the ATS, if any.
- 23.3 Not following all that is mentioned above, the Bank reserves the right to outsource the software maintenance work to a third party or the Bank may decide to perform the same through its internal resources. Whatever the case may be (either third- party maintenance or maintenance through internal resources), the vendor(s) shall provide requisite maintenance training, technical know-how, and expert assistance to the persons and/or agencies, duly authorized by the Bank for this purpose with no extra cost to Bank.
- 23.4 Any decision in this regard by the Bank shall be final, conclusive and binding on the selected Bidder and shall not be questioned/ challenged by the selected Bidder.

24 Price Validity

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period.

25 Payment Terms

The terms of payment for items falling due for payment before end of implementation period are as follows:

25.1 License Cost

Sl. No.	Item description	% of cost of software license
1	a. Delivery of software license to the Bank	25%
2	On successful installation of software in UAT, DC and DR, duly confirmed by Bank official. (within 2 months from release of PO or availability of hardware whichever is earlier. In case of hardware availability delay at Bank end, the payment to be made with the declaration by vendor that the software will be installed and set up will be made ready within two weeks of required hardware availability).	25%
3	Initiation of UAT	10 %
4	<p>Upon Go Live, cost will be equally divided among number of Go Live Phases. The number of Go Live Phases will be mutually agreed between Banks's identified Project Manager & vendor representative as per implementation plan.</p> <p>Phase - I: All functionalities/modules readily available in the CMS Application of successful vendor should be made Go-Live within 5 months from release of PO.</p> <p>Phase - II: Rest of the functionalities/modules of ICMS Application with migrated data should be available.</p> <p>Phase-II Go Live shall be in 10 months from release of PO</p> <p>After phase 1 Go Live Sign Off</p> <p>After phase 2 Go Live Sign Off</p>	<p>15%</p> <p>15%</p>
5	After 3 months of successful implementation against Performance Bank guarantee and getting Go-Live closure signoff from Bank.	10 %

25.2 Implementation Cost (OTC): -

25.2.1 **15% of Implementation cost** be released upon completion of detail requirement study/gathering implementation plan, various document/manual preparation, UAT test cases preparation, Training and likewise. This will be mutually agreed with Bank's identified Project Manager & vendor representative.

25.2.2 Implementation cost will be divided among number of Go Live Phases which will be mutually agreed between Banks's identified Project Manager & vendor representative. Implementation over a two-phase structure will entail release of payment as under:

25.1.2.1 **Phase - I:** All functionalities/modules of CMS Application readily available with successful vendor with migrated data should be readied for Go-Live within 5 months from release of PO. - **30 % of implementation cost** upon Go Live

The amount will be equally divided (10% each) among following three sub payment mile stones:

25.1.2.1.1 UAT sign off

25.1.2.1.2 Pilot Go Live with 2-3 CAPS Branches

25.1.2.1.3 Complete Go Live

25.1.2.2 Phase - II: Rest of the desired functionalities/modules of ICMS Application with migrated data should be readied for Go Live in 10 months from release of PO - **45 % of implementation cost** upon Go Live

The amount will be equally divided (15% each) among following three sub payment mile stones:

25.1.2.1.1 UAT sign off

25.1.2.1.2 Pilot Go Live with 2-3 CAPS Branches

25.1.2.1.3 Complete Go Live

25.2.3 10% of implementation cost after 3 months of Go-Live closure signoff from Bank.

25.2.4 Each project related Sign Off will be signed by both Bank's identified Project Manager & vendor representative.

25.3 Payments Terms and Conditions

25.3.1 No advance payment will be made.

25.3.2 TDS on payments will be deducted as applicable.

25.3.3 Bidder must show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

25.3.4 All the payments will be made to bidder electronically in Indian Rupees only

25.3.5 Subscription base license fee will be payable half yearly in advance

25.3.6 Invoices shall be raised post milestone sign off for services billing.

25.3.7 Bank will pay invoices within 30 days from the date of receipt of physical invoice by the Bank, except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.

25.3.8 Payment shall be released on submission of necessary proof and documents like original Invoices, Warranty Certificates, Performance Bank Guarantee, Signed Service Level Agreement, and Delivery of Software Licenses subject to acceptance by Bank, submission of Letter issued by Bank in respect of completion of User Acceptance Test (UAT), documents as required by Bank like manual & documentation, training and likewise.

25.3.9 ATS cost will be paid quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager.

25.3.10 The payment for onsite technical support shall be made quarterly in arrears.

25.3.11 Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

25.3.12 If Bidder fails to provide Facility Management Engineer (Resource) on any shift, a penalty of Rs.2,000/- per day per engineer will be levied by Bank in addition to deducting the charges for that number of days on pro-rata basis (Calculation of Charge = (monthly charges/working days) * no. of days absent)).

26 Adherence of Cyber Security Policy

- 26.1 Bidder must comply with Bank's cyber security guidelines or any other guidelines issued by Reserve Bank of India.
- 26.2 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.
- 26.3 The deputed persons should be 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.
- 26.4 Bidder must 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.
- 26.5 The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for subcontracting; including the controls that need to be implemented shall be included in the supplier agreement.
- 26.6 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.
- 26.7 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.

- 26.8 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.
- 26.9 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.
- 26.10 The bidder must ensure data at rest are masked, data in transit are encrypted at CMS database for proper data security.
- 26.11 Bidder must ensure secure authentication from all channels viz., mobile, pc to the CMS application.
- 26.12 Successful bidder should provide the Information and Cyber risk assessment report within one month of issuing Purchase Order and subsequently every year.
- 26.12.1 The information and cyber risk assessment of the bidder must be conducted by the CERT-In empanelled Security Service Provider only
- 26.12.2 The purpose of the assessment is to understand the confidentiality /integrity/availability maintained by the bidder
- 26.12.3 The CERT -In empanelled vendor must clearly mention whether the sharing of data with bidder is secured or not
- 26.12.4 The report should indicate the risk rating of the vendor (High, Medium, Low)
- 26.13 Bidder should submit the Information and Cyber Security Risk Assessment certificate received from the CERT-In empanelled IS auditor with duly signed by bidder's competent authority. This certificate should be submitted to Bank every year.
- 26.14 Bidder shall allow the Bank and its regulators for periodic visit/audit or as and when required.

27 Authorised Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the BANK, about 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.

28 Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by the Bank. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/Installation /reinstallation, configuration, live running and service report from the concerned offices.

29 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:

29.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK.

29.2 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.

29.3 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 to treat the information as per NDA agreement as confidential information.

29.4 The Selected Bidder shall be required to sign a Confidentiality/ Non-Disclosure Agreement (as per prescribed format provided in Annexure S) with Bank along with SLA.

30 Indemnity & Limitation of Liability

30.1 Subject to Clause 30.4 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 favour 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.

30.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service/ Product 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.

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

30.3.1 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;

30.3.2 The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence 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 Defence;

30.3.3 If the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence 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;

30.3.4 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;

30.3.5 All settlements of claims subject to indemnification under this Clause will:

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 include any

appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

30.3.6 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;

30.3.7 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;

30.3.8 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 defences of the Indemnified Party with respect to the claims to which such indemnification relates; and

30.3.9 if a Party makes a claim under the indemnity set out under Clause 30.1 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).

30.3.10 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 29 (Confidentiality)

30.4 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 30.1) even if it has been advised of their possible existence.

30.5 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.

31 Intellectual Property Rights

31.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights and likewise 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.

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

31.3 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.

31.4 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.

32 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.

33 Responsibility for Completeness

33.1 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.

33.2 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.

33.3 Any increase in the scope to be handled via change management process.

34 Customisation & Integration Process

34.1 The Successful bidder shall ensure that the software supplied meets all the functional requirements as given in the RFP. The successful bidders shall submit individual time frames, within overall time frame stipulated as per this RFP, required to change / modify / customize each part of the functional requirements which needs such change / modification / customization.

34.2 Any customization done by the Successful bidder to provide the functionality already available in the functional requirements of the RFP shall be at no extra cost to the Bank, whatsoever.

34.2.1 In case of any additional functionality/new functionality in the software is requested by the Bank subsequent to award of contract, which are not part of the functional requirements as given in the Contract document, the Bank shall place such a request in writing giving the required details. The selected successful bidder shall submit their commercial terms and shall carry out the desired change on mutually agreed terms. The cost agreed shall be a lump sum amount which shall include all expenses to be incurred for delivering such modifications / changes.

34.2.2 Any gaps identified during product demonstration, functional requirements specifications study, system testing, user acceptance testing, and pilot implementation should be included by the Successful bidder as Implementation efforts. The Bank will not pay the Successful bidder any additional charges for all such customizations. The Successful bidder shall take up all such functionality as required by the Bank on a priority basis.

34.2.3 The Successful bidder shall provide all tools, testing instruments, drivers, consumables and likewise required to install and customize and test the software free of any fees or charges or any expenses. The Successful bidder shall document and submit to the Bank all the testing activities, procedures and results. The Successful bidder shall provide the Bank weekly progress report on the bugs/problems reported/ points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems as and when reported by the Bank.

34.3 The successful bidder will have complete responsibility of end to end integration with Bank's existing application as per requirement of proposed CMS Application, such as CBS, Treasury System, RET_AD, SWIFT, AML and likewise Bank will only facilitate interaction with respective vendor of existing application. The bidder is expected to include effort of integration in its implementation plan and cost. Successful bidder will be solely responsible for any delay in integration with Bank's application.

35 Escrow Arrangement

Bank may require Bidder/OEM to keep source code of proposed solution with approved / recognized escrow agency under escrow arrangements mutually acceptable to the Bank and Bidder for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with Bank and escrow agent. Escrow accounts, nodal accounts should be core Banking functionality.

36 Ownership and Retention of Documents

36.1 All information processed, stored, or transmitted by successful Bidder application belongs to the Bank. By having the responsibility to maintain the application, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the Bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Bank's decision will be final.

36.2 Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations and likewise.

36.3 The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

37 Penalty

37.1 If at any time during performance of the contract, the Vendor should encounter unexpected conditions impeding timely completion of the services under the agreement and performance of the services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the Parties in writing, including by amendment of the Agreement, exchange letters or email. The Bidder shall have to enter into a "Service Levels Agreement" with Bank covering all terms and conditions of this tender.

37.2 Penalty for Operational/ Functional Issues:

Impact of the Issue	Response Time	Resolution Time
High Business Impact Issues	Within 30 Minutes of issue being reported	1 Hour from the time of compliant
Medium Business Impact Issues	Within 30 Minutes of issue being reported	4 Hours from the time of compliant
Low Business Impact Issues	Within 30 Minutes of issue being reported	24 hours from the time of compliant

High Business Impact Issues: - These are the issue where by users of the proposed CMS Application are not able to deliver required services. Such as system is not giving output or giving error message, user not able to login to application, application not running, modules not working.

Medium Business Impact Issues: - The services of the application has deficiency in output of the process and is impacting business service quality and requires urgent solution. Such as the output is not as per expectation, the output has incorrectness, issues due to data recovery, security configuration, user access profile and likewise.

Low Business Impact Issues: - These are the issues which may not be of immediate urgency, and it is acceptable that the services to business can be delivered by next day.

Following are the penalties if issues not resolved with within prescribed resolution time

S. No.	Item	Penalty in Rs	Penalty Rate
1	High Business Impact Issues	5000/-	Per incident
2	Medium Impact Issues	1000/-	Per incident

37.3 The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 99.95 and above per month.

37.4 Cost of monthly pay-out is the amount calculated per month for all the contracted payment to be due to Vendor for ensuring running of the proposed project under this RFP such as ATS/ annual subscription amount.

Level of Uptime Percentage	Penalty Details
99.95% and above	No penalty
99.00% and above but below 99.95%	1% cost of monthly pay-out
98.00% and above but below 99.00%	2% cost of monthly pay-out
97.00% and above but below 98.00%	5% cost of monthly pay-out
Below 97.00%	10% cost of monthly pay-out
Below 90%	No Payment

37.5 Penalties will be applicable due to downtime of software application.

37.6 The bidder shall guarantee 99.95 percentage of uptime.

37.7 Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.

37.8 Penalties, if any shall be calculated for every month and recovered from the next payment payable to the successful bidder.

37.9 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.

37.10 Calculation of % Uptime = (Total uptime of system- downtime of system/Uptime of system * 100)

37.11 The performance level of Vendor services shall be reviewed on a quarterly basis. If the services are assessed as not satisfactory by Bank, the service agreement may be terminated by Bank at its absolute discretion.

38 Documents and Manuals

Two set of manuals with screen shot and Frequent Asked Question (FAQ) to be provided with each supplied item/product in soft and hard copy. There should be separate manual for corporate portal users , for easy understanding of corporate clients.

39 Audit

39.1 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 cooperate 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.

- 39.2 The Bank has right to audit the Application /Source Code by the suitable Security Auditor.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 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.
- 39.7 For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Vendor. These tools should be a part of the proposed solution.
- 39.8 All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a point in time to support comprehensive auditing requirements. There should also be proper audit trail of addition, deletion, modification, activation & deactivation of users and their system rights. In addition, there should also be proper audit trail of addition, deletion, modification, at the

record level showing the changes, users, date and time stamp. The system should have the ability to generate a detailed audit trail daily for the following minimum features:

39.8.1 Attempted unauthorized logins

39.8.2 Time of login and logout

39.8.3 Change of passwords

39.8.4 Change of parameters

39.8.5 The audit trail should be at a granular level, and track the user across each activity

39.8.6 All transactions should be time stamped with user ID along with details of modification, if any

39.8.7 Details of databases accessed and modified by the users should be maintained by the system

39.8.8 The system should maintain an error log in case of missing and/or erroneous data

39.9 For such audits, bidder is not required to share any information relating to bidder's cost, bidder proprietary data, confidential information of bidder's other customers and internal audit reports of the bidder.

40 Force Majeure

40.1 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:

40.1.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, pandemics.

40.1.2 Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

40.1.3 Terrorist attacks, public unrest in work area;

40.2 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.

41 Exit Clause

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

41.1.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee equivalent to 3% of the project cost within 30 days from receipt of purchase contract.

41.1.2 Delay in delivery beyond the specified period.

41.1.3 Delay in completing implementation/customization and acceptance tests/checks beyond the specified periods.

41.1.4 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

41.2 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. However, Bank shall pay the Bidder for all products and services provided up to effective date of termination.

42 Termination of Contract

42.1 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.

42.2 The Bank will be entitled to terminate this Contract, without any cost to the Bank upon issuing a written notice of one month and recover expenditure incurred by Bank,

on the happening of any one or more of the following when the Bidder has failed to rectify/cure the shortcomings during the said notice period.:

- 42.2.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 42.2.2 The Successful bidder goes into liquidation voluntarily or otherwise.
- 42.2.3 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 42.2.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by the another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. Subject to the liability cap of 8% of Total Contract Value. This clause is applicable, if for any reason, the contract is cancelled.
- 42.2.5 If deductions on account of liquidated damages exceeds more than 8% of total contract value.
- 42.2.6 Non-satisfactory performance of the selected bidder during implementation and operation.
- 42.2.7 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.
- 42.2.8 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 42.2.9 Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- 42.2.10 The average uptime of the solution in 3 (three) consecutive months of all together is less than 90%.

42.2.11 Selected bidder or its sub-contractors are found to be indulging in frauds.

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

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

42.3 Either party may terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of this contract and if such breach has not been cured during the notice period.

42.4 In the event of termination of contract by Bank, the Bidder shall be entitled for fair value of:

- a) Goods delivered
- b) Services rendered
- c) Work in progress

43 Arbitration

The contract shall be governed by laws of India. Disputes arising out of the contract shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto). Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue and seat of arbitration shall be Mumbai, India. Subject to the above, this contract shall be subject to the exclusive jurisdiction of the courts of Mumbai, India.

44 Normalisation 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.

45 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.

46 Submission of Bids

The bidders must submit bid through Online except Integrity Pact. All documents as per requirement of RFP must be uploaded on the e-Procurement site <https://ubi.abcpurchase.com>. Original integrity pact (IP) must be submitted physically in sealed cover at the following address on or before scheduled date and time.

The General Manager,
Department of Information Technology,
Procurement Section
Union Bank of India,
5th Floor, Technology Centre
1/1A, Adi Shankaracharya Marg,
Opp. Powai Lake, Powai,
Mumbai- 400072

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

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47 Annexure A - Letter of Acceptance

Date:

(Letter to the Bank on the bidder's company letterhead)

To,
The General Manager,
Department of Information Technology,
Union Bank of India
5th Floor, Technology Centre,
Adi Shankaracharya Marg,
Powai, Andheri (East),
Mumbai, 400072

Dear Sir,

Subject: Our bid for RFP for supply, configure, customize, implement, integrate and maintain CMS Application.

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.

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)

48 Annexure B - Bid Form

Ref No.....

Place:

Date:

To,
The General Manager,
Department of Information Technology,
Union Bank of India
5th Floor, Technology Centre,
Adi Shankaracharya Marg,
Powai, Andheri (East),
Mumbai, 400072

Dear Sir,

Having examined the Request for Proposal (RFP) Ref No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, configure, customize, implement, integrate and maintain the various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods/ provide the services in accordance with the Delivery Schedule / implementation schedule specified. We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period. We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity *(If none, state none)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... Day of 2020

(Signature) (In the capacity of)

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

49 Annexure C - Bidder's Profile Format

SN	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									
	c) E-mail ID.									
7	Financial parameters									
	Business Results (last three years)	<table border="1"> <thead> <tr> <th>Annual Turnover (Rs. in Crores)</th><th>Operating Profit (Rs. in Crores)</th></tr> </thead> <tbody> <tr> <td>2019-20</td><td></td></tr> <tr> <td>2020-21</td><td></td></tr> <tr> <td>2021-22</td><td></td></tr> </tbody> </table>	Annual Turnover (Rs. in Crores)	Operating Profit (Rs. in Crores)	2019-20		2020-21		2021-22	
Annual Turnover (Rs. in Crores)	Operating Profit (Rs. in Crores)									
2019-20										
2020-21										
2021-22										
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)								

8	Bidder's/OEM's experience in software design, implementation of IT projects		
	a) Experience in India		
	b) Global Experience		
	Details of project software executed in India.	Name of Customer	No of Years in Use
	Regulatory Reports and MIS		

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

Dated this..... Day of 2021

(Signature)

(In the capacity of) Duly authorized to sign bid with seal for & on behalf of

(Name & Address of the Bidder)

Annexure D - Eligibility Criteria

SN	Criteria	Documents to be Submitted
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure N on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Pre contract Integrity Pact
2	The Bidder should be a registered/incorporated company in India under Companies Act 1956/2013 and must have in existence for the last 03 years.	Relevant Document of Registration
3	The Bidder must have average annual turnover for last three financial years from Indian operations to be minimum of Rs.125 crores. Audited Financial statements of last three years i.e. 2019-20, 2020-21, 2021-22 is to be submitted. In case the audited financials for the year 2021-22 is not available, CA Certificate should be submitted.	Audited Financial statements are to be submitted.
4	Bidder should have positive operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2019-20, 2020-21 and 2021-22). In case the audited financials for the year 2021-22 is not available, CA Certificate should be submitted.	Copy of the audited balance sheet of the company showing the same.
5	The Bidder should be OEM or Original Solution Developer (OSD) or their authorized partners or Service Provider (SP) or System Integrator (SI) of OEM/OSD, in India with an authority to do customization/up-gradation during the period of contract with the Bank.	In case of SP/SI Manufacturer Authorization Form (MAF) from OEM/OSD stating that bidder is authorized partner of OEM/OSD and authorized to participate in this tender.

6	Bidder should have experience of more than 3 Years in end to end integration, implementation and support involving multiple OEM products/solutions in complex IT projects like Core Banking/ Digital transformation.	Self-Certified on Company's Letter Head with details of PO, Date of PO, Project Name and brief details of application implemented, and integration done, Banks (Customer), Contact details of the Customer Officials
7	The Bidder should not have been black listed at any time by the Central / State Governments/ PSUs/PSBs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs/PSBs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP.	Self-Declaration on Company's letter Head signed by authorized signatory.
8	The bidder should not be a member or immediate family of Board of Director of the Bank.	Self-Declaration on Company's letter Head signed by authorized signatory.
9	The Bidder or OEM/OSD should be having experience of providing software solutions for minimum 2 commercial Banks one of which must be in India.	Performance Certificate issued by Customers for experience in execution of IT solutions Solutions having start date and end date of project.
10	Bidder must have ISO9001 or (SEI) CMMI level 3 or above certification or IEC27001 or above certificate and the certificate should be valid as on date of bid submission	Copy of the Certificate to submitted.

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. Noncompliance of any of the criteria will entail rejection of the Bid summarily. 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 bid.

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

50 Annexure E - Compliance to RFP Terms & Conditions

Clause No.	Clause Details		Bidder's Compliance (Yes/No)
1	Introduction		
2	Integrity Pact (IP)		
3	Objectives of the RFP		
4	Invitation of Tender Bids		
5	Eligibility Criteria		
6	Broad Scope		
7	Training		
8	Hardware Sizing and Performance Required		
9	Onsite Support		
10	Roll out Plan		
11	Penalty for not meeting timelines		
12	Disaster Recovery		
13	Instructions to Bid Submission		
14	Bid Evaluation Process		
15	General Condition of Two Part Bid Process		
16	RFP Clarification		
17	Rejection of Bid		
18	Modification and Withdrawals of Bid		
19	RFP response		
20	Liquidated Damage(LD)		

21	Warranty		
22	Contract Period		
23	Annual Technical Support		
24	Price Validity		
25	Payment Terms		
26	Adherence to Cyber Security Policy		
27	Authorised Signatory		
28	Paying Authority		
29	Confidentiality		
30	Indemnity		
31	Intellectual Property Rights		
32	Non-Transferable Offer		
33	Responsibility for Completeness		
34	Customisation Process		
35	Escrow Arrangement		
36	Ownership and Retention of Documents		
37	Penalty		
38	Documents and Manuals		
39	Audit		
40	Force Majeure		
41	Exit Clause		
42	Termination of Contract		
43	Arbitration		
44	Jurisdiction		

45	Submission of Bids		
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Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

52 Annexure F - Technical Compliance Scoring Sheet

SN	Status	Description	Indicator
1	Readily available	Available as a part of solution/ readily available (Feature already supported and included)	Readily available
2	Customisation 1 (Within 04 months of implementation period)	Critical items for Go Live will be provided as customisation (Can be developed/ customized and delivered along with solution, prior to implementation at no extra cost).	Customisation-1
3	Customisation 2 (Within 10 months of post implementation period)	Non-Critical item for Go Live will be provided as customisation (Can be developed/ customized and will be implemented within 6-month post go live at no extra cost)	Customisation-2
4	Customisation 3	Not feasible/ Not supported/ Unavailable - Work around will be made available at no extra cost.	Customisation-3

SN	Evaluation Parameter	Max Marks	Features Status			
	Proposed solution must be able to do followings: - (Required Demo to prove the capability)		Readily Available	Customization-1	Customization-2	Customization-3
1	Application to be Web based which is compatible on all major web browsers.	5	5	1	1	0
2	The solution should come with a web portal, mobile app and developed open APIs.	5	5	4	3	0
3	System should support latest versions of standard browser Like Microsoft Edge, internet explorer, Google chrome, Mozilla, opera and likewise.	3	3	2	1	0

4	STP capability with Core Banking application for all accounting entries and necessary MIS. Transaction generated should be posted to CBS automatically.	5	5	3	1	0
5	Solution should be able to extend and customize requirements as per new product development for various sectors	5	5	4	3	0
6	Solution must be highly configurable and must provide capability for the Bank to configure products and workflows which can be bundled into packages	5	5	3	1	0
7	Application should have the capability to integrate with Finacle CBS of Bank for posting all financial transactions and receiving messages through API interface.	5	5	2	1	0
8	Application should be able to integrate with the Bank's other applications like LAS/MIS/CLEARING/NEFT/RTGS/IMPS/UPI/Internet Banking (FEBA)/Mobile Banking.	5	5	3	2	0
9	Application should have open APIs for Integrating with client's ERP systems for initiating financial & non-Financial transactions.	4	4	2	1	0
10	APIs to be integrated with CBS or any system of the Bank for fetching information on Realtime basis.	4	4	1	0	0
11	Should have Developer portal.	3	3	1	1	0
12	Comprehensive list of APIs to be available.	5	5	2	1	0
13	Parameters of API should be configurable, means to tweak API customization on the basis of client requirements	4	4	2	1	0
14	Application should support parameterized SMS template and mail formats to be sent through automailer	3	3	0	0	0

15	The application must support two factor authentication mechanism during login	3	3	1	0	0
16	The corporate customer should be able to generate account statement through the web portal provided to them for all their accounts linked to their CIF in standard formats like excel, text , pdf (including MT940)	5	5	3	2	0
17	User related activities including unsuccessful attempts to sign in must be recorded in the log files	5	5	2	1	0
18	It should support data entry / upload of files in various industry specific standard formats like XML, EXCEL, DOC(x), TXT, CSV, DAT centrally or from customers/Banks location for Collections/ Payments with due authentication and encryption.	4	4	1	0	0
19	Provision for multilevel authorization for payments	3	3	1	0	0
20	Support for file upload with digital signature/ RSA token/ encryption.	3	3	1	0	0
21	System should support forgot password retrieving facility.	3	3	1	0	0
22	System should support SSL certificate.	3	3	1	0	0
23	System should support CAPTCHA authentication.	3	3	1	0	0
24	The system should be capable of duplicate Checking at file name level, account level and transaction level with an option to enable or disable facility.	4	4	1	0	0
25	Movement of data should happen in a secured manner	3	3	1	0	0
26	There should be provision of taking back up in external media for offsite storage	4	4	1	0	0
27	The data should be stored in encrypted form. It should have capability for data masking	4	4	1	0	0

28	The system should be configurable on DC, DR and UAT environment and at every time database at DC and DR should be in sync.	5	5	2	0	0
29	The collection for corporate clients through either of the modes: Cheque (local /upcountry),Cash, Collection through virtual account via NEFT/RTGS/IMPS/UPI / QR Code /NACH / POS.	6	6	2	1	0
30	The solution should have the capability to bifurcate funds collected and pass on actual credit pertaining to the client and the charges portion to the Bank P&L with MIS reflecting only the actual credit passed on to the client	4	4	3	2	0
31	The solution should have collection through UPI on the corporate client virtual account.	3	3	1	0	0
32	The mobile application of the solution should provide scan and pay facility.	3	3	2	1	0
33	The solution should generate the QR code for a particular collection based on the virtual account number with any other available input.	3	3	2	1	0
34	The solution should accept collections from channels like Credit, Debit, Internet Banking of any Bank, Prepaid Card/ POS.	3	3	2	1	0

35	Host to Host Integration - Application should have the capability to integrate through H2H directly with client's ERP system/any front end client's operating system to initiated automated payment advice without any manual intervention. The modes of bulk remittance should be through IFT(internal fund transfer), NEFT, RTGS, IMPS , NACH. This facility renders payments to shareholders/investors for dividend, interest, redemption proceeds, IPO refunds or any other payouts with a configurable workflow, which allows initiation of approvals/ STP.	4	4	2	1	0
36	Bulk DD Printing-This functionality should be available in the new application wherein option to upload the bulk DD file in the application and the printer should be integrated to Finacle as well as the application to print DD in bulk.	3	3	2	1	0
37	Cheque Writing - The application should have bulk cheque writing facility. The application should cater to remote cheque printing solutions wherein cheques are printed at various locations across the Bank and are dispatched to clients office.	3	3	2	1	0
38	Bulk Cheque Printing through Net Banking - This solution enables corporate clients to print cheque decentrally at their premises based on information uploaded through Corporate Internet Banking. This would reduce turn around time involved in the delivery of cheques	3	3	2	1	0
39	The payment solution should provide a facility to generate the payment advice for beneficiary accounts	4	4	2	1	0

40	The application should have the functionality for mandate registration, transaction and capability to integrate with internet Banking / debit card / credit card / Finacle CBS / NPCI for physical as well as e mandate registration for direct debit as well as NACH.	6	6	4	2	0
41	Application should have the capability to generate regulatory and customised reports pertaining to mandate registration and transaction.	5	5	4	2	0
42	There should option to attach the scanned Mandate copies/Direct Debit Authorization Forms during mandate registration	5	5	4	2	0
43	System should support both Auto generation as well as file base transaction initiation of direct debit transactions	4	4	3	2	0
44	System should have the ability to provide SMS & mail of mandate registration as well as transaction related messages. It should be customizable	4	4	3	2	0
45	MMS requirements of Sponsor Bank (as per point 42 of para 6.1 requirement for the new CMS solution)	10	10	8	5	1
46	MMS requirements of Destination Bank (as per point 43 of para 6.1 requirement for the new CMS solution)	10	10	8	5	1

47	Dashboards for MMS: <ul style="list-style-type: none"> • Mandates Processing - Inward Mandates, Pending Mandates, Processed Mandates, Response Submitted Mandates, Accepted/Rejected Mandates, ACK received (Accepted/Rejected - Count and Amount) • Transactions Files - Session-wise Inward Files (Debit & Credit) - Count and Amount of Files, Response submitted - Accepted/Rejected Count and Amount, ACK received (Accepted/Rejected - Count and Amount) 	10	10	8	5	1
48	Integration with NPCI <ul style="list-style-type: none"> • Downloading of files - Mandates for verification, Transaction Files for processing, ACK for submitted Files, Response files for outward Mandates submitted • Uploading of Files - Outward Mandates submission for verification, Response files for verified Mandates and Transaction Files, Response files for Mandates verified and Transactions processed 	10	10	8	5	2
49	Integration with CBS (for MMS) - Inward Mandate files for verification, Inward Transaction Files for Verification, EMI collection transaction files, Corporate's collection files, Real Time data sharing from e-Mandate facility	10	10	8	5	2
50	Application should have the capability to integrate with Finacle CBS, Net Banking to achieve Single Sign On (SSO).	3	3	1	0	0
51	Application should have capability to accommodate biometric log in.	2	2	1	0	0

52	Application should have web portal to allow clients having customized dashboards with multiple widgets for all sorts of querying and MIS report generation providing wholesome picture to client. Also, through the portal, the corporate client should be able to initiate financial transaction say payment to their vendors / dealers	3	3	1	0	0
53	User Defined - Customizable Interactive MIS/Dash Board	5	5	2	1	0
54	End user must be able to select as many widget to be displayed on the home page as needed and configure each widget to show the data as per the requirements, which it must further be able to download	3	3	1	0	0
55	Corporate dashboards and portals to be fully integrated with front to back solution along with a user-friendly channel layer, integrated with a parameterizable mid-office engine	3	3	1	0	0
56	Dashboards to comprise of functionality rich modules such as balance and transaction reporting, virtual accounts, payables and receivables and reporting early warning signals	3	3	1	0	0
57	Reports should be made available in various formats such as PDF, Excel and HTML. All the built-in reports must be designed in a standard source like Oracle with capabilities to integrate with other reporting engines.	3	3	1	0	0
58	Provide multiple initiation modes, query for areas including real time status, real time alerts and notifications and download reports.	3	3	2	0	0
59	Report builder should be provided to generate customisable report and queries	4	4	2	0	0

60	User administration Module for managing user accounts, Defining roles and rules, workflow and monitoring of user activities.	5	5	2	0	0
61	Define workflow for various system activities through setting of parameters through front end.	5	5	2	0	0
62	Managing and Monitoring of system resources like storage, usage	5	5	3	0	0
63	Version maintenance of Application & Scheduling back up of application.	5	5	3	0	0
64	Maintenance of UAT environment. UAT set up should be in sync with live application in terms of Data and functionality.	5	5	3	1	1
65	Module for tracking change requests.	4	4	1	0	0
66	Audit trails should be enabled for all activities including financial and non-financial activities.	5	5	0	0	0
67	Creation/maintenance of Branch masters and holiday masters.	4	4	1	0	0
68	Client master creation module with all KYC compliance.	3	3	1	0	0
69	Define process flow for each of the clients based on Scheme master	3	3	1	0	0
70	Product set up should be configurable through parameters from front end.	3	3	1	0	0
71	Application should have Credit Generation module for collection services based on the process flow defined in Client Master & Scheme master and push the financial transactions to Finacle for accounting. There should be capability to pool the funds and pass on the consolidated credit backed by MIS.	4	4	1	0	0

72	Application should have Charges computation module which will calculate charges based on the parameters defined in client master and push the financial transactions to Finacle for accounting and module should handle all GST related activities. The application should be able to define charges based on volume, value, slabs , decision rules as per the charging logic .	3	3	1	0	0
73	Interface with Drag & Drop/mapping of fields option to create dynamic MIS formats based on the requirements from different clients. Since requirements will be different from client to client, defining of MIS formats can be easy for different requirements from different clients.	4	4	1	0	0
74	MIS module should support various MIS formats viz Excel, CSV, TXT.	4	4	2	0	0
75	MIS module should support sharing of MIS through mail, FTP, SFTP, APIs.	4	4	1	0	0
76	MIS Module should support all latest security algorithms like Digital Signature, PGP. for encryption and decryption of files.	5	5	2	0	0
77	MIS reports can be viewed across various devices like mobile, laptop, desktops, tablets.	4	4	1	0	0
78	Reports should be made available in various formats such as PDF, Excel and HTML. All the built-in reports must be designed in a standard source like Oracle with capabilities to integrate with other reporting engines.	4	4	1	0	0
79	Application should have basic querying options and need to be customized based on the products/ processes defined by the Bank.	3	3	1	0	0

80	Application should have basic reporting options and should have report building flexibility to users.	3	3	1	0	0
81	It should have the facility to design the reports as per the requirements	3	3	1	0	0
82	Application should support corporate LMS functionality with key offerings such as domestic sweeping, flexible sweeping, notional pooling backed with proper reporting and MIS	3	3	1	0	0
83	The application should have the capability to provide escrow services to the corporate clients in handling assets, including cash , securities , documents and other collaterals of escrow Bank account of Corporate clients.	3	3	2	1	1
84	The application should have the capability to provide integrated nodal account for e commerce entities with collection and payment services.	3	3	2	1	1
85	The solution should provide H2H integration with encryption, decryption and digital signature.	4	4	1	0	0
86	The solution should facilitate with the client file mapping tool which allows the definition of any file format such as CSV, text, delimited, XML.	3	3	2	0	0
87	The product should provide a facility to troubleshoot the customer issues on line through their profile with limited access.	3	3	2	0	0
88	The solution should provide readily available ERP integration connectors with minimum configuration with any corporate clients system.	4	4	1	0	0
89	The solution should provide readily available Fin-Tech On-Boarding facility with minimum configuration.	3	3	2	1	0

90	The solution should have integration with clearing house and process the outward clearing batches, auto reconciliation and also provide related MIS.	3	3	2	1	0
91	Filter criteria with an option to save filter conditions for future use	3	3	2	1	0
92	The automatic reconciliation for collection is available and product should support “one to many” and “many to one” reconciliation methods.	4	4	2	1	0
93	Alerts on specific transactions based on events.	3	3	2	1	0
94	Menu for quick access to commonly used functions	3	3	2	0	0
95	The solution should provide collection and payment facilities to all categories of the customer like Govt Bodies, Education, Health Care, NBFC's, Finance & Insurance, Trade & Manufacturing and e-commerce.	4	4	3	1	0
96	The AI based chatbot facility to be provided to customers on predefined FAQ's	3	3	2	1	0
97	System should be highly parameterized to support the Bank's policy requirements and statutory policy requirements e.g. Future changes proposed by the monetary authority about timings of process, limit of process, normalization etc	4	4	2	1	0
98	System should provide for all kinds of reconciliation for the Bank, client/customer and for collections in an Auto reconciliation mode by total integration with CBS, ERP etc using respective transaction reference numbers. Reconciliation should be available in General ledger format on daily basis with CBS. Response/Reverse MIS of successful and failed transaction in various desired formats to be available.	5	5	3	1	0

99	There should be provision for report generation of mismatch entries which is not updated in CBS and proposed solution	4	4	3	1	0
100	There should be capability to search the transaction details on the basis of tran id, amount , branch.	4	4	2	1	0
	Total	412	412	210	80	10

Note: -

- b) Marks are assigned to each feature are as per Bank's assessment of features/functions criticality.
- c) Marks may be allotted to capability and features availability with in whole CMS Solution.
- c) In case Vendor has claimed any of the features as readily available in Annexure F submitted, but Bank is not satisfied during demonstration and feels features are not as per requirement and may needs to be customized ,then no marks shall be allotted for that feature which was claimed to be readily available.

SN	Max Marks	Scored	Weightage for Evaluation 80% of Scored Points
Techno Functional Requirements	412		
Total	412	XXXX	= (XXXX/412) *80

53 Annexure G - Unpriced Commercial Bid

Total Cost to Ownership
Amount in Rupees

SN	Requirement	Implementation Period n=0 A	1st Year B n=1	2nd Year C n=2	3rd Year D n=3	4th Year E n=4	5th Year F n=5	Total Cost G=(A+B+C+D+E+F)
1	Licensing Cost of Software							
1.a	Enterprise Perpetual License (unlimited Users)	XXXX	NA	NA	NA	NA	NA	XXXX
1.a.a	ATS on Enterprise Perpetual License	NA	NA	XXXX	XXXX	XXXX	XXXX	XXXX
1.b	Subscription License (Unlimited Users)	XXXX/2*	XXXX/2*	XXXX	XXXX	XXXX	XXXX	XXXX

2	Implementation Cost (Including design, Customization & Development)	XXXX	NA	NA	NA	NA	NA	XXXX
3	Change Requests (Vendor to include cost of change requests up to 50 person days per year, which may be availed by the Bank for any statutory /regulatory changes)	NA	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
4	Onsite Support Charges for two resources for four years(excluding first year warranty period).	NA	NA	XXXX	XXXX	XXXX	XXXX	XXXX
Total value G=(A+B+C+D+E+F)								XXXX

Net Present Value (TCO) = $G/(1+5/100)^n$	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
TCO (in words)								

*indicates subscription license cost for implementation period and first year warranty period.

- TCO refers to the aggregate amount payable by the Bank for transfer of ownership, arrived at by present value of each year pay-out discounted at 5% p.a. It encompasses, but not limited to cost of equipment, product, services, Licence fee including OS/ Data Base/ application, installation and commission charges, Training costs & ATS. TCO is for project period of implementation period plus five years.
- Enterprise Perpetual License (Unlimited Users) means unlimited users for Bank for unlimited period, it will be one time cost, and will have 1 Year Warranty, and post 1 Year warranty there will be ATS for next four years. The ATS charges should be minimum 18% of the license cost.
- Subscription License (Unlimited Users) means unlimited users of Bank for subscribed period of License, it includes ATS and all upgrades and development of software. TCO will have 5 year subscription fees.
- The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender
- The Service Charges need to include all services and other requirement as mentioned in the RFP
- The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- Bank has License for Oracle, need not quote for the same.
- The Total cost to Ownership (TCO) is exclusive of all taxes i.e. GST (CGST/SGST/IGST), which will be payable at actual at the time of invoicing.
- Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.

- l) The cost of 2 onsite resources in TCO is for 4 years and the same cost will be frozen for next 3 years, if Bank choose to continue the onsite services. Bank may take additional or lesser resource/s as per frozen price through this tender process. The rate should be valid for 8 years from date of Go Live Closure sign off of Project.
- m) The change request per person per day arrived from serial No 3, may be used for any change request cost during the contract period.

Authorized Signatory:

Place:

Date:

Name & Designation & email ID:

Business Address:

54 Annexure H - Commercial Bid

Total Cost to Ownership
Amount in Rupees

SN	Requirement	Implementati on Period n=0 A	1st Year B n=1	2nd Year C n=2	3rd Year D n=3	4th Year E n=4	5th Year F n=5	Total Cost G=(A+B+C+ D+E+F)
1	Licensing Cost of Software							
1.a	Enterprise Perpetual License (unlimited Users)		NA	NA	NA	NA	NA	
1.a. a	ATS on Enterprise Perpetual License	NA	NA					
1.b	Subscription License (Unlimited Users)							

2	Implementation Cost (Including design, Customization & Development)		NA	NA	NA	NA	NA	
3	Change Requests (Vendor to include cost of change requests up to 50 person days per year, which may be availed by the Bank for any statutory /regulatory changes)	NA						
4	Onsite Support Charges for two resources for four years(excluding first year warranty period).	NA	NA					
Total value G=(A+B+C+D+E+F)								

Net Present Value (TCO) = $G / (1 + 5/100)^n$							
TCO (in words)							

- a) TCO refers to the aggregate amount payable by the Bank for transfer of ownership, arrived at by present value of each year pay-out discounted at 5% p.a. It encompasses, but not limited to cost of equipment, product, services, Licence fee including OS/ Data Base/ application, installation and commission charges, Training costs & ATS. TCO is for project period of implementation period plus five years.
- n) Enterprise Perpetual License (Unlimited Users) means unlimited users for Bank for unlimited period, it will be one-time cost, and will have 1 Year Warranty, and post 1 Year warranty there will be ATS for next four years. The ATS charges should be minimum 18% of the license cost.
- b) Subscription License (Unlimited Users) means unlimited users of Bank for subscribed period of License, it includes ATS and all upgrades and development of software. TCO will have 5 year subscription fees.
- c) The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge.
- d) If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- e) All Deliverables to be supplied as per RFP requirements provided in the tender
- f) The Service Charges need to include all services and other requirement as mentioned in the RFP
- g) The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- h) Bank has License for Oracle, need not quote for the same.
- i) The Total cost to Ownership (TCO) is exclusive of all taxes i.e. GST (CGST/SGST/IGST), which will be payable at actual at the time of invoicing.
- j) Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.

- k) The cost of 2 onsite resources in TCO is for 4 years and the same cost will be frozen for next 3 years, if Bank choose to continue the onsite services. Bank may take additional or lesser resource/s as per frozen price through this tender process. The rate should be valid for 8 years from date of Go Live Closure sign off of Project.
- l) The change request per person per day arrived from serial No 3, may be used for any change request cost during the contract period.

Authorized Signatory:

Place:

Name & Designation & email ID:

Date:

Business Address:

55 Annexure I Implementation Team Profile

Requirement	Response
Current strength of employees in the bidder organization with experience on the proposed product(s)	
Current strength of employees in the bidder organization with experience in similar project	
Does the team possess in-depth knowledge of the industry and is thereby capable of bringing independent market knowledge to the Bank?	
Certifications possessed by the Bidder in connection with the quality of internal processes and services delivered/ methodology used in delivery	
Approach to ensure adequate quality control throughout the course of the project	

Team profile

Name	
Designation	
Professional Qualification	
Experience with bidding firm	
Experience with other companies	
Membership in any professional body	

Details of Project handled with details of client, representing which organisation, as member of the team or team leader	
--	--

Note: a. Include details of team members who will be involved in the project. b. Relevant experience refers to the experience of the employee on either exactly the same product / set of products being proposed or on similar projects. c. Proposed team structure with count, profile and skills to be provided by bidder along with proposed solutions profile, #, skills, etc to be provided in RFP response

Place:

Signature:

Date:

Name & Designation:

Business Address:

56 Annexure J - Reference Site Details

The reference sites submitted must be necessarily of those Banks/Companies where the bidder has been awarded the contract prior to date of Issuance of this RFP. For those references where the offered solution is accepted but implementation 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 Bank/ Financial Institution	
Country of Operation	
Address of the Organization	
Date of commencement of Project	
Date of completion of Project (if completed)	
Status (completed/ in progress)	
Scope of Work for Solution	
Name of the contact person for reference	
Contact details of contact person	
Project Details a. Operating System b. Application Software c. Network Topology d. Programming language e. Middleware f. Security features g. Maintenance & support	

(Enclose necessary documentary proof) * Provide Information in respect of at least 1 major customer who fulfils the qualification Criteria. References may be enclosed from the customers from the above

Place:

Signature:

Date:

Name & Designation:

Business Address:

57 Annexure K- Financial Position of Bidder for Last 3 Financial Years

Particulars	2019-20	2020-21	2021-22
Turnover			
Operating Profit			
Net Profit (Profit After Tax)			

Note: Enclose

1. Copies of Audited Balance Sheets and P&L statements along with enclosures for last 3 financial years.
In case the audited financials for the year 2020-21 is not available, CA Certificate should be submitted
2. Copies of Articles of association and Memorandum of Association
3. Copies of certificate of incorporation/certificate of commencement of Business

58 Annexure L - Project Management Methodology

SN	Requirements	Response
	Details of methodology / approach	
1	The methodology section should adequately address the following stages of the project	
1.1	Frequency and approach for periodic reporting on the progress of the project and actual status visa- vis scheduled status	
1.2	Detailed Study of Current State, with detailed work steps and deliverables	
1.3	Gap analysis including identification and resolution of gaps	
1.4	Customization, development and necessary work around	
1.5	Building up of interfaces with various applications currently used by the blank	
1.6	Setting up of the disaster recovery site with necessary replication	
1.7	User acceptance testing	
1.8	Planning for roll-out and identification of key issues that may arise along with proposed solutions	
2	Timelines	
2.1	Project management activities	
3	Roles and responsibilities of proposed personnel both from the bidder and Bank end	
4	Following details with respect to the methodology followed by the bidder in Project Management for a Bank / Financial Institution	
5	Project Name	
5.1	Project Location	
5.2	Client Name	
5.3	Client address	

RFP for CMS Solution

5.4	Client contact/reference Person(s)	
5.5	Project started (month/year)	
5.6	Project elapsed time - months	
5.7	Man-months effort	
6	Project Size	
6.1	Name of senior project staff	
6.2	Nature of the Project	
6.3	Project Management Methodology used	
6.4	Role of the Bidder, whether complete end-to-end involvement or for a particular module	
6.5	Project detail	

Place:

Signature:

Date:

Name & Designation:

Business Address:

59 Annexure M - Project Timelines

SN	Project Milestones	Timelines
1	Period within which Performance Security or amendment thereto is to be submitted by the successful Bidder upon notification of award of contract.	
2	Period for the entire solution to be ready for commissioning after the award of contract.	
3	Trainings to Functional and Technical Team	

Place:

Signature:

Date:

Name & Designation:

Business Address:

60 Annexure N - OEM / OSD Authorization Letter

To

The General Manager,
Department of Information Technology,
Union Bank of India,
5th Floor, Technology Centre,
1/1A, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai,
Mumbai- 400072

Dear Sir/Madam,

Ref.: RFP for Selection of VENDOR to supply, configure, customize, implement, integrate and maintain CMS Application

We, M/s, who are established and reputable Original Equipment Manufacturers /Original Software Developers of having factories / development facilities at (address of factory / facility) do hereby authorize M/s (name of the Bidder) to submit a Bid and sign the contract with UNION BANK OF INDIA against the Bank's Request for Proposal(RFP) under reference

.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above agent against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the bidder:

(a) Such Products as the Bank may opt to purchase from the bidder, provided, that this option shall not relieve the bidder of any warranty obligations under the Contract; and (b) In case the bidder is not able to perform obligations as per contract during contract period, we shall provide the same.

(c) In the event of termination of production/development of such Products, Solution and services:

- i. Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
- ii. Following such termination, furnishing at no cost to the Bank, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said bidder to act on our behalf in fulfilling all obligations required as set out in the RFP.

Yours faithfully,

(Authorized Signatory)

(Name & email-id)

(Corporate Name of OEM/OSD)

Note: This letter of authority should be on the letterhead of the OEM/OSD and should be signed by a person competent and having the power of attorney to bind the manufacturer/developer. The Bidder in its Bid should include it. (*-Strike out which is not applicable)

61 Annexure O - Format of Integrity Pact

Tender Ref. No:-

INTEGRITY PACT

Whereas Union Bank of India having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, India -400 021 acting through its Department, represented by General Manager / Dy. General Manager hereinafter referred to as the “Principal” and the first party, proposes to procure supply, configure, customize, implement, integrate and maintain the CMS Application hereinafter referred to as Stores and / or Services.

And M/s_____ represented by_____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder(s)/vendor(s) and the second party, is willing to offer/has offered the Stores and / or Services.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for supply, configure, customize, implement, integrate and maintain the CMS Application. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Vendor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Vendor(s)

- (1) The Bidder(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Vendor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Vendor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Vendor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Vendor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if

any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Vendor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Vendor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Vendor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Vendor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Vendor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4- Compensation for Damages:

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression :

- (1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any

country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors:

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Vendor(s)/ Subcontractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor:

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Union Bank of India.

- (3) The Bidder(s)/Vendor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Vendor(s). The Bidder(s)/Vendor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Vendor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Union Bank of India and recues himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Union Bank of India within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD& CEO, Union Bank of India, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, Union Bank of India has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

(10) Section 09- Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

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

Section 10- Other provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty/Guarantee shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

BUYER
Signature:
General Manager/Dy G M,

BIDDER * /SELLER*
Signature:
Authorized Signatory (*)

Union Bank of India,
.....Division

Date:
Stamp:

Date:
Stamp:

Witness

Witness

1. _____
2. _____

1. _____
2. _____

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

62 Annexure P - Know Your Employee (KYE)

(To be submitted by all bidders on their letter head)

To
The General Manager,
Department of Information Technology,
Union Bank of India,
5th Floor, Technology Centre
1/1A, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai,
Mumbai- 400072

UNDERTAKING

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 further 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 which Bank may ask such as police verification report, ID card copy and likeiwise 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 - Details of Hardware & Software Specifications

Bank is not procuring any hardware, Operating System Licenses and database licenses through this RFP.

The bidder needs to size the hardware requirement as per the applications quoted in this RFP for 5 years. The bidder need to provide the required IT Infrastructure details like no. of cores, RAM(Memory), Storage, Operating System and databases as per the given format as under:

SL. No	Server Description	No. of Server	Total Core	Total RAM	Total Storage	Operating System	Data bases
1	Database Server						
2	Application Server						N/A
3	Web Server						N/A
4	Any Intermediate server if so						

The Bidder must specify complete details of Software and other systems required for successful implementation of the offered Solution, in the following format Detailed Bill of Material of All Software

SN	Name of Software/ Solution	OSD	Remarks

Note: Please mention type and number of processors, Memory, bus speed, hard disk & Operating System number of users, license type, version and likewise.

Place:

Signature:

Date:

Name & Designation:

Business Address:

64 Annexure R - Format of 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,
 The General Manager,
 Department of Information Technology,
 Union Bank of India,
 5th Floor, Technology Centre
 1/1A, Adi Shankaracharya Marg,
 Opp. Powai Lake, Powai,
 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 Implementation of _____ with _____ (vendor) 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 supply, configure, customize, implement, integrate and maintain the CMS Application 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 Rs.XXXX (Rupees XXX Only) II) This Bank guarantee shall be valid upto _____.

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 _____ 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)

65 Annexure S - Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 202 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.

W H E R E A S: -

- 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 here under 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 endeavour:

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 till 6 months after the end of contract period. 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 _____ 2021

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

.....

66 Annexure T - Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions 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 pre bid 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:

67 Annexure U- Undertaking By Bidder

Place:

Date:

To,
The General Manager,
Department of Information Technology,
Union Bank of India,
5th Floor, Technology Centre
1/1A, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai,
Mumbai- 400072

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

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to Bank.
- We also undertake that, we are neither the member nor the immediate family member of board of the directors of the Bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

68 Annexure V - Undertaking of Information Security

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

Place:

Date:

To,
The General Manager,
Department of Information Technology,
Union Bank of India,
5th Floor, Technology Centre
1/1A, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai,
Mumbai- 400072

Sir,

Subject: Request for Proposal (RFP) for supply, configure, customize, implement, integrate and maintain the CMS Application

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

Yours faithfully,

Authorized Signatory Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

69 Annexure W - Project Implementation Plan

To,
The General Manager,
Department of Information Technology,
Union Bank of India,
5th Floor, Technology Centre
1/1A, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai,
Mumbai- 400072

Sir,

Subject- Implementation Plan for Project of CMS Application

We _____ (Company Name) participating in the RFP for supply, configure, customize, implement, integrate and maintain the CMS Application, presenting our project implementation Plan as follows:-

Total Period of implementation:- XX (Months)

Details: - (Bidder must give the timelines as per their projection Module wise or Functionality wise, Customisation items and likewise in broad way as per their past experience of execution and their present capabilities.)

Sign

Name of the signatory

Designation

Company Seal.

70 Annexure X - Certificate of Local Content

(Self-Certificate by bidder and OEM, giving the percentage of local content on letter head with stamp and seal should be submitted. They shall also give details of the location(s) at which the local value addition is made)

Date:

To,
The General Manager,
Department of Information Technology,
Union Bank of India,
5th Floor, Technology Centre
1/1A, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai, Mumbai- 400072

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

1. This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above-mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), . (to be checked)
3. _____ (Details of Locations where value additions are made)

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorised Representative: _____

Signature of Authorized Representative: _____

71 Annexure Y - Restriction on Procurement due to National Security

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

Date:

To,
The General Manager,
Department of Information Technology,
Union Bank of India,
5th Floor, Technology Centre
1/1A, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai, Mumbai- 400072

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

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

Yours faithfully, Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address Email and Phone #

72 Annexure Z - Bid Security Declaration

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 Floating of Request for Proposal for supply, configure, customize, implement, integrate, and maintain the CMS Application

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)