Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru

Union Bank of India,

Department of Information Technology

1/1A, Technology Center, Adi Shankaracharya Marg,

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

Disclaimer

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

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

GENERAL INSTRUCTIONS TO BIDDERS

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

Procedure for submission of E-tender by bidder:

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

1. Register your company in website https://ubi.abcprocure.com for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate – Signing and Encryption (Class – II or Class – III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Pay Earnest Money Deposit (i.e EMD) through Demand Draft (i.e DD)/Bank Guarantee (BG) and upload the scan copy in the website.
4. Upload supporting documents by clicking "Mapped Documents". Then submit the tender. Take a print screen of "Bid successfully submitted" message for reference.
5. Primary Contact Numbers:- +91-9081000427, 9904406300, email id: support@procuretiger.com
6. Alternate Contact No.:- Mr. Nandan Valera :- 079-68136809/6815/6824, M:9081000427, nandan.v@eptl.in.
7. System requirement for online bid submission:
    a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
    b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
8. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

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

Abbreviations

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

SN	Abbreviations	Description
1	AES	Advanced Encryption Standard
2	AMC	Annual Maintenance Charges
3	API	Application Program Interface
4	ATS	Annual Technical Support
5	Bank/ Purchaser/ Union Bank	Reference to the "the Bank", "Bank" and "Purchaser" Shall be determined in context and may mean without limitation "Union Bank of India, i.e. amalgamated entity consisting of Union Bank of India, erstwhile Corporation Bank (eCB) and erstwhile Andhra Bank (eAB) combined and it's Foreign Offices, Foreign Subsidiaries and Domestic Subsidiaries".
6	BFSI	Banking, Financial Services and Insurance
7	BG	Bank Guarantee
8	Bidder/ Service Provider/ System Integrator	An eligible entity/ firm submitting a Proposal/ Bid in response to this RFP.
9	BIOS	Basic Input Output system
10	CCA IVG	Controller of Certifying Authorities Identity Verification Guidelines
11	CPS	Calls Per Second
12	DC	Data Center
13	DES	Data Encryption Standard
14	DEM	Data Exchange Module
15	DIT	Department of Information Technology, UBI
16	DR Site	Disaster Recovery Site
17	DSA	Digital Signature Algorithm
18	DUKPT	Derived Unique Key Per Transaction
19	FIPS	Federal Information Processing Standards
20	HMAC	Hash Message Authentication code
21	HSM	Hardware Security Module
22	MAF	Manufacturer Authorization Form
23	MSME	Micro, Small & Medium Enterprises
24	NDA	Non-Disclosure Agreement
25	NIST	National Institute of Standards and Technology
26	NSIC	National Small Industries Corporation
27	OEM	Original Equipment Manufacturer or OEM is the organization which have developed/ created the product/ software and hence is entitled to distribute the same.
28	PBG	Performance Bank Guarantee
29	PO	Purchase Order
30	Project Cost	Project cost would be Licensing Cost/ Initial cost/ Onetime cost/ Fees/ Development Cost/ Installation cost/ Implementation and Commissioning cost/ Integration cost with Existing systems/ Training cost/ Technical assistance.

SN	Abbreviations	Description
31	Proposal/ Bid	The Bidder's written reply or submission in response to this RFP.
32	PSB	Public Sector Bank
33	PSU	Public Sector Undertaking
34	RFP	The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
35	RSA	Rivest-Shamir-Adleman
36	SHA	Secure Hashing Algorithm
37	SLA	Service Level Agreement
38	Solution/ Services/ Work/ System	"Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.
39	Supplier/ Contractor/ Vendor	Selected Bidder/ Service Provider/ System Integrator under this RFP.
40	TCO	Total Cost of Ownership
41	TCP / IP	Transmission Control Protocol / Internet Protocol
42	The Bank	Amalgamated entity i.e. consolidated entity consisting of Union Bank of India, erstwhile Andhra Bank (e-AB) and erstwhile Corporation Bank (e-CB) combined.
43	TO	Technical Offer
44	TPS	Transactions per Second
45	UBI or Union Bank	Union Bank of India (Pre-amalgamated Union Bank of India)

Schedule of Events & Bid Details   Ref. No. UBI/DIT/2022-23/14

Start Date& Time of issue of RFP/ Document Download	24.06.2022 at 11:00 Hours
Date and time of Online Prebid Meeting	30.06.2022 by 11:00 Hours
Last date and time for submission of query	01.07.2022 by 17:00 Hours
Last date and time of Downloading of RFP	15.07.2022 by 15:00 Hours
Last date and time for submission Of Bidding Document	15.07.2022 by 16:00 Hours
Date and Time of Technical Bid Opening	15.07.2022 by 16:15 Hours
Place of opening of Bids (Online)	Union Bank of India, Information Technology (5thFloor), 1/1 A, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Andheri (East), Mumbai-400072.
Address & Contact Numbers	As above Tel:(022) 25710528/547/549
Cost of RFP (Non-Refundable)	Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs. 2,500/- in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai for purchasing hardcopy from DIT.
Security Deposit/Earnest Money Deposit (EMD)	Rs.14,00,000/- (Rupees Fourteen Lac Only) in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India and should be valid for 6 months from the date of bid submission with a claim period of 45 days.
Contact details	Interested Bidders are requested to send the email to: sumit.roy@unionbankofindia.bank, kislaysinha@unionbankofindia.bank, sanjiiev@unionbankofindia.bank & harishchand@unionbankofindia.bank containing below mentioned information, so that in case of any clarification same may be issued: **Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.**

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

Table of Contents

Union Bank of India

1. Introduction

Union Bank of India, a Public Sector Bank has its Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai – 400021, having Department of Information Technology at 1/1A, Adi Shankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072.The Bank has 9400+ branches, 18 Field General Manager Offices and 125 Regional Offices spread across the country.

2. Adoption of 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 warrantee/guarantee. Format of IP is attached as Annexure M for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

  a. Dr. Meeran Chadha Borwankar, IPS (Retd.),
     e-mail- mcborwankar@gmail.com

  b. Smt. Bharathi Sivaswami Sihag, IAS (Retd.),
     e-mail- bsihag@hotmail.com

3. 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, Installation, Configuration and Maintenance of five numbers of Payment Hardware Security Modules (HSM) devices for delivery channels like Debit Card/ATM Switch/Other Channels at DC Mumbai (2 Nos), DR Site Bengaluru (3 Nos) for Union Bank of India with 3 years onsite warranty and 2 years AMC for a contract period of 5 years.

4. Definitions

4.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Union Bank of India', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include it successors and permitted assigns.

4.2. 'RFP' means this Request for Proposal prepared by Union Bank of India for Selection of System Integrator for Supply, Installation, Configuration and Maintenance of five numbers of Payment Hardware Security Modules (HSM) devices for delivery channels like Debit Card/ATM Switch/Other Channels at DC Mumbai (2 Nos), DR Site Bengaluru (3 Nos) for Union Bank of India.

4.3. 'Bidder' means a vendor submitting the proposal in response to this RFP.

4.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.

4.5. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.

4.6. 'Solution' means Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) for delivery channels like Debit Card/ATM Switch/Other Channels at DC Mumbai (2 Nos), DR Site Bengaluru (3 Nos) for Union Bank of India.

6. Invitation of Tender Bids

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

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

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

The RFP Document can be downloaded from Bank's Website www.unionbankofindia.co.in or from Government portal eprocure.gov.in or e-Procurement Portal ubi.abcprocure.com. The response should be uploaded online at the e-procurement Portal https://ubi.abcprocure.com.

7. Eligibility Criteria

7.1. Eligibility criteria for the Bidder to qualify this stage is clearly mentioned in Annexure C. The technical bids of only those bidders who qualify in the

eligibility criteria will be evaluated. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid.

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

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

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

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

8. Broad Scope of Work

8.1 Hardware Security Module (HSM) is a hardware device that provides cryptographic protection, such as PIN protection and validation, transaction processing and key management required for Debit Card and Credit Card transactions initiated from Automated Teller Machine (ATM), Point of Sale (POS) and from UPI/other delivery channel.

8.2 Bank is currently using Retail Payment Solution based ATM Switch (Base24, Base24-eps, & UPF) on HP Non-Stop Server (NS7-X3). Thales Payshield 9000 payment HSMs are installed and operational at its premises, Powai, Mumbai and/ or DR Site Bengaluru and primarily intends to replace these payment HSMs and also to augment capacity for future requirements. Bank therefore intends to engage vendor for Supply, Installation, commissioning, Testing, Configuration, Migration and Maintenance of Payment Hardware Security Module (Payment HSM). The Payment HSMs supplied should be compatible with current Hardware (HP NS-7 X3) and application used by Bank for seamless integration and replacement of existing payment HSMs without facing any disruption of services at no additional cost to the bank.

8.3 All different makes ATMs of the Bank are connected to ATM Switch through different connectivity mediums like MPLS, VSAT, 3G/4G etc. Bank is issuing

Rupay, Visa, MasterCard cards to its customers. At present 11300+ ATMs/CRMs and customer's debit card base is being supported by ATM Switch.

8.4 Bank's Retail Payment Solution based ATM Switch is providing all the major services to the customers through the ATM channels like Cash withdrawal, Balance inquiry, Mini-statement, PIN Change etc. At present, Retail Payment Solution based ATM Switch is connected to the various internal as well as external hosts/Interchanges/ Interfaces. Bank has solution in place for settlement of transactions.

8.5 The selected bidder will be required to undertake the following services:

8.5.1 Five Payment HSMs are required to the Bank, out of which 2 Payment HSMs (1000 TPS/CPS each) will be installed at Data Centre, Mumbai and 3 Payment HSMs will be installed at DR, Bengaluru (2 HSMs each of 1000 TPS/CPS & 1 HSM of 60 TPS/CPS). Warranty will start from date of installation and sign off for respective payment HSMs from Bank.

8.5.2 As per PCI DSS Standards, Payment HSMs are required to support Debit Card transactions, PIN change, Mobile Banking, UPI transactions, green pin transactions for debit cards etc. The payment HSMs should have facility of Key Management.

8.5.3 Payment HSMs being supplied should follow various payment card standards as per the Payment Card Industry (PCI) prescriptions for comprehensive payment card security as per applicability/readiness of updated versions of the standards like PCI-HSM (securing cardholder – authentication applications and processes including key generation, key injection, PIN verification, secure encryption algorithm etc.). HSM to be supplied should be PCI complied in all the parameters like enforce key type 002 separation, restrict pin block, weak pin etc.

8.5.4 Payment HSM is required to communicate with ATM Switch and multiple application servers including PIN encryption & decryption. The payment HSM (Hardware Security Module) should be compatible with Application Servers of Debit Card and ATM, Mobile Banking, UPI etc.).

8.5.5 The main purpose of Payment HSM will be to provide high levels of protection for cryptographic keys and Custom PINs used during issuance of EMV chip, contactless cards etc. and subsequently processing of Debit card transactions. The same payment HSMs will be used for Green PIN generation for Debit card - Encryption & Decryption process along with key management. If deployed payment HSM becomes faulty/ malfunctions, it would be the responsibility of the selected bidder to get it repaired or replaced at the earliest (Max. within 48 hours preferably within 24 hours).

8.5.6 Bidders have to implement & integrate payment HSM device for the purpose of processing of debit card payment transactions, ATM PIN generation with ATM Switch. The payment HSMs being procured has to be integrated with ATM Switch primarily and bank reserves the right to make use the payment HSM for other delivery channels like UPI/Mobile Banking etc. Bidders may be called to perform demonstration of solution at Technical evaluation stage.

8.5.7 The scope of work shall broadly cover end-to-end supply, installation, commissioning, Testing, Configuration, migration and maintenance of the payment HSM at both DC & DR sites of the Bank.

8.5.8 The identified vendor has to provide warranty support for the payment HSM device for 3 years from the date of Installation/signoff from Bank and post warranty/ AMC support for next 2 years. HSM Product offered should not be declared end of support for seven (7) years post supply/commissioning of the product.

8.5.9 The cost of modifications or customization in the application software will be borne by the bidder. If the bidder changes the model of the payment HSM device during the period of the contract, bidder has to re submit the necessary certificate for the new model and undertake the necessary modifications in the application software without any additional cost, within a reasonable time mutually agreed between the bank and the bidder without affecting the services.

8.5.10 The proposed payment HSM device must support Secure PIN generation while accepting request from multiple applications.

8.5.11 It should support multiple client structure so that in future, may be able to integrate with Credit card switch or any other solutions.

8.5.12 The proposed payment HSM must support 99.95% uptime along with 24X7X365 support for warranty and post warranty periods. The bidder should enter into agreement with the OEM for providing back to back arrangements for warranty and post warranty support.

8.5.13 It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution for ensuring the compliance to statutory, regulatory guidelines from RBI, NPCI, TRAI, IRDA, NPCI, IBA, MASTER CARD and VISA etc. at no extra cost to the Bank.

8.5.14 Selected bidder has to support the vendors of multiple application software (ATM/Debit Card/UPI/Mobile Banking etc.) during integration of payment HSM device without any additional cost to the Bank.

8.5.15 Configuring the payment HSMs / Allocation of Storage as per the requirement of the Bank.

8.5.16 Successful bidder has to submit certificate for hardening of the payment HSMs.

8.5.17 Prepare following documents: (a) Installation / configuration documents (b) Architecture diagram with rack layout (c) Standard Operating Procedure documents for performing regular activities in the future.

8.5.18 The vendor will deploy project manager and engineers for the installation of Hardware and migration activities as part of the project till the completion of the project.

8.5.19 There should not be any changes required from any application (like ATM/Debit Card/UPI/Mobile Banking etc.) for commissioning of the proposed payment HSM devices.

8.5.20 Selected bidder will be responsible to Migrate/translate existing Keys/PINs. Customers should be able to use their existing Debit Cards without any PIN change.

8.5.21 Supply of HSM Devices along with software license, installation and comprehensive AMC for the products given in price schedule as per Annexure G.

8.5.22 Bank primarily intends to deploy the payment HSMs for Debit Card/ ATM Switch however Bank reserves the right to make use of the payment HSMs for any of the compatible applications.

8.5.23 The payment HSM should support existing Master Key as well as all the keys used for current payment process.

8.5.24 The bidder shall ensure that any new version/update/service pack/upgrade/Patch of the proposed HSM when released by the OEM, the same has to be communicated by OEM/ bidder within seven (7) days of such release, during the contract period, and implement within 2 weeks without any additional cost to the bank during the contract period.

8.5.25 The HSMs shall include all components and sub-components (if applicable) and the bidder at no extra cost to the Bank should supply other components. The bidder should have back-to-back agreement with existing OEM in this regard. The selected bidder shall undertake AMC and uninterrupted support of HSM devices. The bidder shall replace the proposed HSM devices with new upgraded version HSM device if proposed HSM declared as end-of-support by OEM without any extra cost to the

bank. Bank will not pay any additional amount for functioning and deployment of the proposed HSM during the entire contract period.

8.5.26 The bidder shall follow all respective technical/statutory guidelines, validations, Secure Configuration Document (SCD) should be implemented, checked & verified, and related reports including SOP, SCD, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.

8.5.27 The bidder must have an arrangement with the OEM such that the bidder/ Bank' SI/ Bank should be able to log a call with the OEM directly for remote/ on-line support.

8.5.28 During the period of the contract, all upgrades or requirements, software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to the bank.

8.5.29 The bidder shall confirm the integrity of the HSM device/software supplied i.e. the software is free from bugs, malware, covert channels in code etc. during the contract period and Integrity certificate should be submitted to the bank as per the related format.

8.5.30 The bidder should be an authorized service provider for reputed manufacturers and must have requisite expertise in providing maintenance of HSMs and LOA to be provided from the OEM.

8.5.31 In case Bank changes number of the existing HSM devices during the contract period, AMC will be paid to the bidder on pro-rata basis.

8.5.32 The bidder shall in their own interest, deploy its engineers at least one month in advance, before the expiry of the current contract with the existing vendor to understand the job. This would help in execution of work when the actual contract commences.

8.5.33 The HSMs shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.

8.5.34 The warranty shall be started from the contract start date, i.e. after first installation of HSM devices in DC and DR & sign off from Banks team. The vendor will have to enter into necessary contract with the bank. Bank reserves the right to extend contract for additional period of two (2 Years) at the same terms and conditions subject to mutual agreement.

8.5.35 The bidder shall prepare the SOPs (Standard Operating Procedures) with periodical review as per industry practices and regulatory guidelines. The drafted SOPs shall be submitted to the Bank for its review and approval.

8.5.36 The bidder should have a 24x7x365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.

8.5.37 The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc.

9. Terms of Execution of Work

The Bidder should deliver 5 payment HSMs within 6 weeks from the date of the Purchase order. In case of delay in delivery of equipment, penalty will be charged as mentioned in Liquidated Damages clause.

The Bidder shall complete the installation and configuration within 2 weeks from date of delivery. Any delay beyond stipulated period will attract additional penalty, as mentioned in the LD clause. Part of the week will be considered as full week

10. Locations to be Covered

The equipment being procured will be delivered & installed on Primary site (2 Nos.) in Mumbai and Disaster Recovery (DR) Site (3 Nos.), Bengaluru. However, the Bank reserves the right to change locations/add new locations as per Bank's requirement.

If Union Bank of India shifts any of the sites to a new location, the successful bidder shall continue to provide respective services from the new location including decommissioning of the required equipment from the current location and commission the items at new location without any additional cost to the bank within the contract period. In addition, if Union Bank of India opens a new office at any location, the successful bidder shall provide respective services including commissioning of the equipment to the new location without any additional cost to the bank within the contract period.

11. Project Validity

Duration of validity of the project is for 5 years will be calculated starting from the date of obtaining sign-off from the Bank after installation & successful deployment of licenses specified in this document to Bank's satisfaction and

verification of the same by OEM.

12. Right to Alter Quantities and Price freezing

12.1. The Bank reserves the right to alter quantities as also to delete/add some items specified in this offer. The Bank may, at its discretion, place orders based on the requirement of the Bank within 12 months from the date of first Purchase Order.

12.2. The Bank also reserves right to place further/repeat order (up to 25% of the actual quantity) on same terms and conditions within a period of 12 months from the date of purchase order.

12.3. The prices discovered shall be frozen for one year and Bank may, at its discretion may place repeat orders in case of requirement of additional devices.

12.4. The prices finalized in this RFP process shall remain valid for the contract period of 5 years from the date of sign off for respective payment HSMs with 3 years of warranty. AMC/ATS prices of Hardware and system software will remain valid for 2 years post warranty

13. Cost of Bidding

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

14. 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.

15. Instructions for Bid Submission

15.1 Cost of RFP

15.1.1 Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.2,500/- for purchasing hardcopy from DIT.

15.1.2 RFP document can be downloaded from the Bank's website www.unionbankofindia.co.in or from Government tender portal www.eprocure.gov.in or from E-procurement site ubi.abcprocure.com.

15.1.3 All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the

development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

16.2. Bid Security/EMD (Refundable)

16.2.1 The bidder should deposit bid security of Rs.14,00,000/- (Rupees Fourteen Lac Only) in the form of a demand draft favoring Union Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. Bank Guarantee should be valid for minimum 6 months from the date of submission of bids with claim period of 45 days. IFSC Code for issuance of EMD is UBIN0556688.

16.2.2 In case of bidders registered with NSIC/Udyog Aadhaar as MSME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit Annexure S in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

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

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

16.2.3.2 Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure Y.

16.2.4 Bid Security will be forfeited in the following cases:

16.2.4.1 If a bidder withdraws its bid during the period of bid validity; or
16.2.4.2 If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
16.2.4.3 In case of a successful Bidder, if the Bidder fails:
   a) To execute Contract within the stipulated time or
   b) To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

16.2.5 The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of

one year as per the format mentioned in Annexure X, for 3% of TCO, valid for the entire contract period.

16.2.6 Bidder who is claiming waiver of EMD should submit an undertaking in lieu of Bid security deposit. Bidder should submit bid security declaration as per Annexure T.

17. 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 X, for 3 % of TCO for the entire period of the contract i.e.5 years, with a claim period of one year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India.

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.

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

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited and the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

18 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.

19 Amendment of Bidding Documents

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

discretion, extend the last date of submission of bids.

20 Authorization to Bid

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

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

20.2. Required Annexures shall be digitally signed/signed in full & official seal affixed.

20.3. All such initials shall be supported by a rubber stamp impression of the bidders firm.

20.4. 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.

21 Two-part Bid

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

21.1 **Technical bid – Part I**: "Technical Bid for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru".

21.2 **Commercial bid – Part II**: "Indicative Commercial Bid for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru".

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

21.4 In the first stage, EMD/security deposit and Integrity Pact (IP) signed by authorized signatory submitted by bidder will be reviewed and if these are as per prescribed format/RFP document then only TECHNICAL BID will be evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document only shall be short-listed for commercial evaluation.

21.5 After evaluation of indicative commercial bids, the L1 bidder will be selected using Reverse Auction process. Reverse Auction Rules are given in Annexure L.

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

22. Technical Bid

22.1. The Technical Bid – Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.

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

22.3. The following documents are to be submitted in original (Union Bank of India, Technology Centre, 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400072) at the Bank as well as online mode on or before last date & time of bid submission:

22.3.1. Bid security of Rs.14,00,000/-(Rupees Fourteen Lac only) in the form of a demand draft issued by a Scheduled commercial bank favoring Union Bank of India, payable at Mumbai or Bank Guarantee from scheduled commercial Bank other than Union Bank of India and should be valid for six months with claim period of 45 days.

22.3.2. Integrity Pact (IP) as provided in Annexure M is to be submitted physically. It should be on plain paper duly signed by authorized signatories of the company/Firm/Organization.

22.4. In case of bidders registered with NSIC/Udyog Aadhaar as MSME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit Annexure S in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

22.5. Non-submission of above documents i.e. Bid Security and Integrity Pact at the time of bid submission will be liable for rejection of bid.

22.6. Bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at bidder's own risk and may result in the rejection of the bid.

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

22.7.1. Annexure A – Letter of Acceptance
22.7.2. Annexure B – Bidder's Profile Format
22.7.3. Annexure C – Eligibility Criteria
22.7.4. Annexure D – Technical Specifications
22.7.5. Annexure E - Compliance to RFP Terms & Conditions
22.7.6. Annexure F – Un-priced Commercial Bid
22.7.7. Annexure H - Declaration for Compliance
22.7.8. Annexure I – Undertaking by Bidder
22.7.9. Annexure J – Confidentiality / Non Disclosure Agreement
22.7.10. Annexure K – Reference Site Details

22.7.11. Annexure L – Business Rules for Reverse Auction

22.7.12. Annexure L(A) – Compliance Statement for Reverse Auction

22.7.13. Annexure L(B) – Letter of Authority for Participation in Reverse Auction

22.7.14. Annexure L(C) – Undertaking of Process Compliance for RA

22.7.15. Annexure N – Know Your Employee (KYE) Clause

22.7.16. Annexure O - Restriction on Procurement due to National Security

22.7.17. Annexure P - Undertaking of Information Security

22.7.18. Annexure Q – Undertaking for Authenticity of Computer Hardware

22.7.19. Annexure R – Certificate of Local Content

22.7.20. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid.

22.7.21. The Bid should be signed by the authorized signatory of the bidder. A power of attorney/Board Resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.

22.7.22. Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.

22.8. The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be considered either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

22.9. All the annexure should be submitted online in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor. Bank reserves the right to carry out independent verification of Bids submitted by respective bidders.

22.10. 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.

22.11. Documents and brochures pertaining to product that will be deployed in the proposed solution including testing plan, road map, workflow and procedures etc.

22.12. The bidder should ensure that all the annexure is submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

22.13. 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.

22.14. 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.

22.15. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. supply, Installation, Implementation, migration, upgradation, support etc.

22.16. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.unionbankofindia.co.in), Govt. Tender Site and e-procurement site https://ubi.abcprocure.com and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

23. Indicative Commercial Offer

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

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

23.2 The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Any deviations may lead to disqualification of the bid.

24. Online Prebid Meeting and RFP Clarifications

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank will hold a pre-bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any bidder shall be entertained / received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site. Only authorized representative of bidder (maximum two) will be allowed to attend the online

Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization through the emails mentioned in this RFP along with details including name, organization, designation, Mobile number, etc. one day prior to scheduled Prebid meeting date by 5.00 pm with subject mentioning as **"Prebid Meeting for RFP for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru"**. URL for joining the online Prebid meeting will be sent to those who submitted authorization letter within the scheduled date and time. The Prebid meeting is conducted through Microsoft Teams.

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

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to sumit.roy@unionbankofindia.bank, kislaysinha@unionbankofindia.bank, sanjiiev@unionbankofindia.com and harishchand@unionbankofindia.bank with subject **"Queries to RFP for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru"** as per Annexure V.

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

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

25. Other Terms and Conditions of RFP

25.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

25.2 By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for the work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

25.3   The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

25.4   All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

25.5.   Purchase order will be issued together for all 5 payment HSMs. Warranty will start from date of sign off for respective payment HSMs

26. Miscellaneous RFP Requirement

This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion.

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

track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.

26.2. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

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

27. Technical Bid Evaluation

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

27.2 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.

27.3 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such

'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

28. Commercial Bid Evaluation through Reverse Auction

28.1   For finalization of the most competitive offer, the Bank will conduct 'Reverse auction'. The detailed procedure and Business rules for the Reverse auction is given as per Annexure L and are also available on Bank's web site.

28.2   The indicative commercial proposals of only those bidders who are qualified in the technical evaluation would be opened and the lowest indicative prices may be taken as the starting bid for conducting reverse auction under E-procurement process. The detail of reverse auction under e-procurement process is given as per Annexure L. The L-1 bidder emerging from reverse auction process will submit a detailed breakup of total cost as per the indicative commercial offer (Annexure G).

28.3   The technically qualified bidders will participate in the Reverse auction process that will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz. date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for 'Reverse auction' under E-Procurement process.

28.4   The indicative commercial offer must not contradict the Technical offer in any way and should include the indicative cost of all the items offered as per Annexure G. This must contain all price information in Indian rupees (INR).

28.5   The lowest Indicative commercial offers (total cost) may be taken as the starting bid or Bank may decide starting bid of Reverse Auction based on past experience. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.

28.6   The L-1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of Final price (last bid price) again in Annexure G. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in suspension from participation in any future tenders of the Bank for 2 years, which please be noted.

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

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

29. Rules for Re-Reverse Auction

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

29.1.2 During the process of reverse auction if there are no bids or bid (s) by a single bidder in the Reverse Auction, Bank may decide Re-Auction with or without further amending the start price.

29.1.3 Reverse auction will be valid if bid is received from at least one bidder and subject to Government guidelines.

29.1.4 In all the above circumstances, the decision shall taken by Bank on re-auction.

30. Restriction on Procurement due to National Security

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

30.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

30.2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

30.3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

30.4. The beneficial owner for the purpose of (30.3) above will be as under:

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

Explanation

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

30.6. A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".

30.7 However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

31. Preference to make in India

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

    a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

    b. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-l local supplier' subject to matching the L1 price. In case such lowest eligible Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' Within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on class-l local suppliers, then such balance quantity may also be ordered on the L1 bidder.

    c. "Class-II local supplier" will not get purchase preference in any procurement.

31.2   **Definitions**

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

b. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.

c. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

d. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

It is mandatory to submit Annexure R - Certificate of Local Content as per Preference to Make in India. Bidder must be Class I or Class II or Class III local supplier for participating in this tender.

33. Verification of local content

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

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

34. Award of contract

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

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

representations unless there is change in the terms and conditions of purchase.

35. Price Composition

35.1. TCO is for contract period of 5 years for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru including 3 years of warranty and 2 years post warranty AMC/ATC charges. The price quoted should be inclusive of all charges as per Banks requirement mentioned in Annexure G - Indicative Commercial Bid.

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

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

35.4. The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.

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

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

35.7. Bank will not pay any labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in the TCO.

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

35.9. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall make such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

36. 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.

37. Rejection of Bid

The Bid is liable to be rejected if:

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

37.2. It is received through Fax/E-mail.

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

37.4. 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.

37.5. It is evasive or contains incorrect information.

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

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

37.8. Bids dropped in tender box or submitted in physical hard copy format.

37.9. Non-submission of Integrity Pact (IP)/EMD/waiver certificate.

37.10. Unpriced Commercial Offer is not submitted along with Technical Offer.

37.11. Format of Commercial Offer differs from unpriced commercial Offer.

38. Modification and Withdrawals of Bid

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

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

No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder

is liable to be suspended from participation in any future tenders of the Bank for 2 years or EMD will be forfeited.

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

39. RFP Response

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

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

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

40. Patent Rights

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

41. Payment Terms

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

41.2. The payment will be made against delivery challans and invoices duly signed by the Bank officials

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

41.4. The terms of payment will be as follows:

Sr. No.	Item description	Respective Payment HSM Cost in %
1	On delivery of Hardware with System Software at Both DC and DR sites.	40%
2	On completion of installation, configuration and commissioning of Payment HSM Modules at Both DC and DR	50%
3	On Project sign off and against Performance Bank Guarantee (PBG) as per Annexure X and SLA (Service Level Agreement signed by both parties.	10%

41.5. AMC for hardware will be paid on quarterly basis in arrears against submission of physical invoice.

41.6. Any penalties / liquidated damages imposed on the bidder for non-performance will be deducted from the payment as deemed necessary.

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

41.8. In case of non-submission of PBG Bank will withhold 10% of order value till completion of contract period of 5 years.

41.9. Payment of stamp duty would be as per laws applicable in the State of Maharashtra/Karnataka.

41.10. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Union Bank of India shall not be responsible or liable for reimbursing / compensating these costs and expenses.

42. Order Cancellation

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

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

42.1.2. Delay in completion of project.

42.1.3. Serious discrepancies noted in the inspection.

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

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

42.2.1. Non-submission of acceptance of order within 7 days of order.

42.2.2. Excessive delay in execution of order placed by the Bank.

42.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.

42.2.4. The bidder goes in to liquidation voluntarily or otherwise.

42.2.5. The progress made by the selected bidder is found to be unsatisfactory.

42.2.6. Bidder provides evasive or incorrect information.

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

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

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

43. Adherence to Cyber Security Systems

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

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

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

The resources onboard to Bank's work need to provide declaration as per Annexure N - Know Your Employee (KYE) Clause as per bank's outsourcing policy.

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

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

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

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

44. Annual Technical Support / Annual Maintenance Contract

44.1   Bidder is expected to provide unconditional warranty for HSM for 3 years and post-warranty (AMC/ATS) for 2 years comprehensive on-site 24x7 maintenance support for problem resolution commitment for 5 years.

44.2   Warranty and AMC/ATS terms & conditions shall cover the total hardware & software, including spare replacements along with OS, changes to be done in configuration as per bank requirement, system software etc. procured from the bidder. Warranty terms shall also cover the task of configuring/re-configuring the hardware & software, other hardware/software resources, Operating System hardening, Performance tuning, Loading & configuring operating system updates, integrating with the other hardware procured by Bank and any other tasks related to Hardware & System Software Management. Besides general warranty support, critical support details should be furnished.

44.3   At the same time, the Bidder is also expected to make available the spare parts for the systems for at least two years after the expiry of warranty period. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to the Bank, during the currency of warranty period and AMC/ATS.

44.4   Any regulatory /statutory changes or updates or guidelines as required under the directive of Government of India, Reserve Bank of India or any other regulatory/statutory authority must be provided/ upgraded to the Bank free of cost by bidder during warranty or AMC tenure.

44.5   Bidder is expected to provide unconditional warranty and post-warranty comprehensive on-site 24x7 maintenance support commitment for 5 years.

44.6   The AMC charges per annum should be minimum 10% of the cost of HSM hardware.

44.7   The Bidder will assume total responsibility for the fault free operation of payment HSM during the warranty and post warranty (AMC) for a total duration of five years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99.95% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. If the service support is less than 24 x 7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.

44.8   The supplier has to ensure on-site support (without any extra cost) for resolving all Hardware & system software issues, including re-installation of Software, due to any reason what-so-ever, during warranty and AMC period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).

44.9   During the warranty period the Bidder should undertake to provide the Bank free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc. as and when required) from the date of commissioning of the Systems. The Bidder should maintain critical components.

44.10   If any critical component of the entire configuration is out of service for more than 24 hours, the Supplier shall either immediately replace the defective unit or replace it at its own cost or provide a standby

   Note: Bidders need to provide report for support for Bank's review and approval after the contract is awarded to them during the warranty and AMC period.

45. Warranty

45.1   The offer must include comprehensive on-site warranty of 3 years from the date of complete sign off by the bank official which will be given after go-live of the solution to the satisfaction of the Bank.

45.2   All the products supplied should be licensed and carry a minimum warranty of 3 years from the date of sing-off to the satisfaction of the Bank. On-site, comprehensive and back-to-back contract from Original Equipment Manufacturer (OEM) for a total contract period of 5 years should be arranged by the successful bidder from the date of sign-off. The warranty also includes all system software/software subscriptions (critical hot fixes, service packs, and major upgrades). Remote access to the systems supplied will not be permitted. Date of start of Warranty/Annual Maintenance/software license support of all the items supplied will be treated as started from the

completion of successful implementation and sign-off from the Bank for the solution. The penalty for any non-compliance defined under section of SLA.

45.3   Any corruption in the OS/software/tools or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the Bank.

45.4   The executions of the service(s) herein are 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).

45.5   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. 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 in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.

46. OEM Authorization

In case the successful bidder is not ready to provide support during the warranty/AMC/ATS period, support will be provided by OEM directly or through their authorized partners for the remaining period of warranty/AMC/ATS without any additional cost to the Bank. Bidders would provide copy of an agreement entered into with OEMs to provide support during the warranty/AMC/ATS period without any additional cost to the Bank.

47. Liquidated Damages (LD)

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

47.1 LD for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 1% of total cost of the project/TCO per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination of the contract or purchase order.

47.2 The contract price for calculation of LD is TCO.

47.3 The overall LD during implementation will be to a maximum of 10% of the

total cost of the project excluding AMC

47.4 The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

47.5 Part of week will be treated as a week for this purpose.

47.6 However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

47.7 Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

47.8 Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order

48. Service Level Agreement

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

The Bidder shall have to enter into an agreement with Bank covering all terms and conditions of this tender.

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

48.2. The contract period will be for a period of 5 years from the project going live after duly signed signoff from Bank.

48.3. The bidder should ensure 99.95% uptime of the proposed solution (to be calculated on quarterly basis) during contract period. Bidder is expected to submit this report within a week after expiry of every calendar quarter.

48.4. Bidder should also ensure that the maximum response time for onsite service call does not exceed 2 hours. The maximum time to resolve the issue (Resolution time), is within 4 hours.

48.5. Services delivered by the vendor should comply with the SLA and any violation of SLA will attract penalties as below:

Sr. No.	Level of Uptime Per Quarter	Penalty Charges
1	99.95% or above	No penalty
2	99.50% or above but below 99.95%	1% of base cost of 5 HSMs
3	99.00% or above but below 99.50%	3% of base cost of 5 HSMs
4	98.00% or above but below 99.00%	5% base cost of 5 HSMs
5	Below 98.00%	10% base cost of 5 HSMs

Note: Penalty will not be applicable, if the down time is caused due to any bank dependency. However, the successful bidder shall work in tandem with bank and its existing System Integrator (SI) to resolve such issues and make the solution up & running.

$$\textbf{Uptime (U)} = \frac{\textbf{Total No. of hrs in Qtr} - \textbf{No. of hrs impacted in Qtr}}{\textbf{Total No. of hrs in Qtr}} \times \textbf{100}$$

48.6. The Down time due to Bank issue will be exempted.

48.7. In case of onsite FM engineer not engaged after completion of one year, Bank will inform the bidders about the downtime of the system through call/email/etc and down time will start from 30 minutes after informing to bidder. Bidder need to share the call logging process.

48.8. For any penalty during warranty period, the bidder shall give a credit note in favour of Union bank of India within 30 days from the date of intimation of penalty by the Bank. If the bidder fails to give the credit note within 30 days of intimation of penalty, Bank reserves the right to invoke the performance Bank guarantee submitted by the bidder.

48.9. Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

48.10. 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.

48.11. The penalty is capped at maximum 10% of TCO beyond which bank may invoke Termination of Contract, as per Bank's discretion and penalty will be deducted on quarterly invoice amount.

48.12. Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the bank. Downtime during scheduled maintenance activities will also be excluded for calculation of penalty.

48.13. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

48.14 The penalty is capped at maximum 10 % of TCO.

49. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the BANK, with regards to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the BANK.

50. 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:

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

50.2   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;

50.3   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

50.4   To treat all Information as Confidential Information.

50.5   The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure J within thirty days of issuing the purchase order/letter of intent.

51. Indemnity & Limitation of Liability

51.1.   Subject to Clause 51.4 below,   the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

51.2.   If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated

in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

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

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

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

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

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

51.3.3.2. Replace it with a non-infringing equivalent

51.3.3.3. Modify it to make it non-infringing.

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

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

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

51.4.2 the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

51.4.3 if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

51.4.4 the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

51.4.5 all settlements of claims subject to indemnification under this Clause will:

a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

51.4.6 the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

51.4.7 the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

51.4.8 in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

51.4.9 if a Party makes a claim under the indemnity set out under Clause 51.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 50 (Confidentiality).

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 51.1) even if it has been advised of their possible existence.

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

52. Intellectual Property Rights

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

52.1   The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

52.2   If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.

52.3   Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

53. 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.

54. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided/made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

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

55. Force Majeure

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

55.1   Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,

55.2   Acts of any Government, including but not limited to war, declared or

undeclared, priorities, quarantines, embargoes,

55.3 Terrorist attacks, public unrest in work area;

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

56. Exit Clause

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

56.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.

56.2 Delay in delivery beyond the specified period.

56.3 Delay in completing testing/customization and acceptance tests/ checks beyond the specified periods;

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

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice-cum-cure period of one month during the contract period.

57. Termination of Contract

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

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

57.1 The selected bidder commits a breach of any of the terms and conditions of the bid.

57.2 The Successful bidder goes into liquidation voluntarily or otherwise

57.3 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.

57.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

57.5 Non-satisfactory performance of the selected bidder during implementation and operation.

57.6 An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.

57.7 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.

57.8 Material discrepancies in the Deliverables and Services noted in the implementation/maintenance of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.

57.9 Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.

57.10 Selected bidder is found to be indulging in frauds.

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

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

58. Audit

The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/ RBI/ auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our 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. In case CVC seeks any Clarification/documents to the Bank,the bidder should extend full cooperation for the same.

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

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

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

procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.

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

59. Contract Period

The successful bidder shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. The contract period for this project is 5 years including 3 years warranty and 2 years ATS/AMC on appliances OS/software licenses post warranty. However, the contract period may be extended for additional 2 years at the same cost and terms & conditions on mutual consent of parties.

The extended contract period will be reviewed on yearly basis subject to satisfactory performance of the bidder. However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee. If any support is required after the contract w.r.t. to logs, the bidder has to provide the same.

Bidder shall provide transition support, which amongst other shall include provision of logs, rules, technical architecture of solution as deployed, detailed description of the processes, etc. as part of the transition to subsequent SI or bank on completion or on termination of contract.

60. Normalization of Bids

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

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

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

61. Conflict of Interest

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

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

62. RFP Ownership

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

63. Proposal Ownership

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

64. Tender/RFP Cancellation

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

65. Publicity

Any publicity by the Service Provider in which the name of the Bank is to be used,

will be done only with the explicit written permission of the Bank.

66. Arbitration

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

67. 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.

68. Availability of Spares

Spares for the hardware/software offered should be available for at least 7 years from the date of project sign off at Bank's premises.

69. Insurance

The insurance is to be taken by Bidder for an amount equal to 110% of the CIF value of the goods delivered at the respective sites covering all risks (including fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) up to installation and configuration of hardware after the delivery at both the sites.

70. Submission of Bids

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

To

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

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

71. Annexure A – Letter of Acceptance

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

To

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

Dear Sir,

Sub: RFP for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru with Ref. No. UBI/DIT/2022-23/14.

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

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

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

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

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

We understand that

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

f. We enclose Demand Draft/Bank Guarantee for Rs.14,00,000/- (Rupees Fourteen Lac only) favoring Union Bank of India and payable at Mumbai, towards bid security, details of the same is as under

No.   :
Date :
Name of Issuing Bank   :
Dated at _____this _____day of _____2022

Or

MSME/Udyog Aadhaar Certificate No.

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

Yours faithfully,

Date: For _____

                                               Signature _____

                                               Name _____

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

72. Annexure B – Bidder's Profile Format

(Ref. No. UBI/DIT/2022-23/14)

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

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

Dated this........ Day of 2022
(Signature)
(In the capacity of)
Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

73. Annexure C – Eligibility Criteria

Sl. No	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure M on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Integrity Pact (IP) as per Annexure M on plain paper is to be submitted.	
2	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 3 years from the date of issuance of RFP.	(Certificate of incorporation/certificate for commencement of business/other relevant documentary proof is to be submitted)	
3	The bidder should have minimum annual turnover of Rs.25.00 Crore in each of the last three financial years i.e., 2018-19, 2019-20 and 2020-21 as per the audited balance sheet available at the time of submission of tender. This must be the individual company turnover and not that of any group of companies. **Note**: Bank Shall Follow Govt Guidelines/Notifications for Public Procurement. As per Policy Circular No.1(2)(1)/2016-MA dated 10.03.2016 issued by GOI and F.20/2/2014-PPD (Pt) dated 20.09.2016, bank may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Startups subject to meeting of quality and technical specifications.	Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same is to be submitted.	
4	Bidder should have positive operating Profit (as EBITDA i.e., Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e., 2018-19, 2019-20 and 2020-21 as per the audited balance sheet available at the time of submission of tender.	Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.	

Sl. No	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
5	The Bidder/OEM should have supplied, installation and maintenance with atleast 2 customers having Base24 Switch in last 3 years in India in BFSI Sector/ Govt. Enterprise from the date of issuance of RFP	The bidder has to submit Purchase Order/ Engagement letter/ Work Order/ Service agreement and Satisfactory letter.	
6	Bidder should be either an Original Equipment Manufacturer (OEM) of devices/software solutions or authorized partner/SI of OEM. In case the bidder is an Authorized partner of the OEM, 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 or its authorized partner. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & their authorized partner) participate, the bid of the OEM only will be considered.	Supporting document- Authorization letter from OEM.	
7	The bidder/OEM should be having/ established support offices/ Support Centres/ Support Locations with necessary support infrastructure for maintenance of HSM at Bank's DC Site Mumbai and DR site Bengaluru. The bidder should have a fully functional Customer Service Centre with 24/7 accessibility in India. The centralized trouble-ticketing tool for call logging, monitoring and troubleshooting purpose should have 24/7 access via a published number and email ID.	The detailed list of the service centers with the contact details & complaint lodging process to be submitted by the Bidder in his letter head along with office address, name of the contact person, their phone numbers and email id and the escalation matrix, should be provided.	
8	The bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group	Undertaking should be submitted in bidder letter head.	

Sl. No	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
	of promoters/ management or partnership firms/LLPs having common partners has not participated in the bid process.		
9	The companies or firms, bidding for the above tender, should have not be black listed by any of Government Authority or Public Sector Undertaking (PSUs) at the time of RFP. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	An undertaking to this effect must be submitted in their letter head as per Annexure I	

Authorized Signatory:

Place:

Date:

Name & Designation:

Business Address & email id:

74. Annexure D – Technical Specifications

Sl. No.	Technical Specification for Payment HSM	Compliance (Yes/No/ Specify)
1	**Make:**	
2	**Model:**	
3	Speed:1000 TPS/CPS (Transactions per second/Calls per second) Speed: 60 TPS/CPS (Transactions per second/Calls per second)	
	General Aspects	
4	The proposed payment HSM should have dual hot-swappable power supply and fans, dual TCP/IP interface and dual connectivity support.2 IEC Male to Female power cords	
5	The proposed payment HSM must be PCI-HSM 3.0 Certified or above	
6	The proposed payment HSM must be FIPS140-2 Level 3 Certified or above.	
7	The proposed payment HSM should support SHA-256 RSA 2048 Format or above. Capable to support DES and 3DES KEY lengths 112bit &168 bit and AES key lengths 128, 192 & 256 bits.	
8	Capable of translating up to at least 1000 PIN triple DES/AES Pin block Per Second.	
9	The proposed payment HSM should support multi-threading & multi-client so as maximum performance can be achieved.	
10	The proposed payment HSM should support following Crypto Graphic Standard: AES, DES and Triple DES Algorithms - Provide PIN encryption, PIN Authorization and message authentication capabilities.	
11	The relevant security settings in the firmware should have PCI compliant values	
12	Shipment of the payment HSM should be compliant as per PCI HSM requirement	
	Management facilities:	
13	Should have GUI/CLI available with 2 factor Authentication using USB Tokens	
14	Support SNMP	
15	Utilization statistics - Health check diagnostic and error logs	
16	Payment HSM should have dedicated management Ethernet port	

	and must have Secure Host Communications Management Option for TLS authenticated sessions on Ethernet host port.	
	Key Managements:	
17	Key Block support (superset of ANSI X9.24) or Higher	
18	DUKPT (DES and Triple-DES) Support	
	Security Certification:	
19	Cryptographic module certified to FIPS: 140-2 Level 3, 46, 81, 180-4, 186-4, 198 or higher.	
20	PCI HSM 3.0 Standard or above	
21	SP800-90(A)	
22	FIPS approved Random number generator	
23	FIPS approved algorithms	
	Security features:	
24	Tamper resistance meeting requirements of PCI HSM 3.0 &FIPS 140-2 Level 3 or higher	
25	Detection of cover removal in addition to Alarm triggers for motion, voltage and temperature	
26	Multiple alarm triggers for motion, voltage and temperature	
27	Device hardening - ability to disable functions not required by the host application	
28	Audit trails and 2 Factor Authentication for Auditor using USB tokens	
29	DES and Triple-DES key lengths 112 & 168 bit	
30	AES key lengths 128, 192 & 256 bit	
31	RSA (up to 4096 bit)	
32	HMAC, MD5, SHA-1, SHA-2	
	Key Features:	
33	Reporting of Authorization State identifies whether commands are Host, Console, or All	
34	Secure Key Storage and Generation for all key types used	
35	Reduced Key check value: 6 HEX	
36	Encrypted decimalization table	
37	Secure Host communication using TLS or SSL	
38	PIN never appears in the clear outside of a tamper resistant security module as per PCI PIN security requirements	

39	Key Entry Mechanism are protected as per PCI HSM 3.0 requirements	
40	Remote management and monitoring options.	
41	Multiple LMK options – at least 20 partitions per HSM	
42	Safety and environmental compliances UL, UL/CA, UL-AR, CE, BIS, FCC, Canada ICES, RCM, KC, VCCI RoHS2, REACH, WEEE	
	Financial services standards	
43	ISO: 9564, 10118, 11568, 13491, 16609	
44	ANSI: X3.92, X9.8, X9.9, X9.17, X9.19, X9.24, X9.31, X9.52, X9.97	
45	ASC X9 TR-31, X9 TG-3/TR-39	
46	APACS 40 & 70	
	Other Features	
47	Must support cryptographic offloading and acceleration	
48	Should provide authenticated multi-role access control	
49	Must have strong separation of administration and operator roles	
50	Must have secure key wrapping, backup, replication and recovery.	
51	Must support 2048, 4096 bits RSA private keys, 256 bits AES keys on FIPS 140-2 Level 3 or higher Certified Memory of Cryptographic Module	
52	Must support clustering and load balancing	
53	Should support cryptographic separation of application keys using logical partitions	
54	Must support M of N multi-factor authentication	
55	Minimum Dual port (10 Gbps) supporting TCP/IP & UDP protocols and 10 G Fibre port should be available.	
56	Asymmetric public key algorithms: RSA, Diffie Hellman, DSA, KCDSA, ECDSA, ECDH, ECOES.	
57	Symmetric algorithms: AES, ARIA, CAST, HMAC, SEED, Triple DES, DUKPT, BIP32	
58	Hash/message digest: SHA-1, SHA-2 (224,256,384,512 bit)	
59	Support remote administration – including adding applications, updating firmware, and checking status from centralized Location	
60	Syslog diagnostics support	

61	Command line interface (CLI/graphical user interface (GUI))	
62	Support SNMP monitoring agent.	
63	Should be upgradable to at least 2500 TPS/CPS	
64	Should be compatible to existing payment HSM for smooth migration	
65	There should not be any changes required in the application/hardware device currently integrated with existing payment HSMs like ATM Switch/Mobile Banking/UPI or Credit Card Switch.	
66	HSM remote management solution must have PCI HSM v3 Remote Access Platform (RAP) certification	
67	Payment HSM should have Dual Physical lock along with console cables	
68	Form Factor - 1U 19" rack mount – standard wide rack mountable with rail kit adjustable depth.	
69	Voltage - 90 to 264 VAC	
70	Power Consumption- 60W (maximum)	
71	Temperature Range- -25 deg C to 70 deg C	
72	Should have ability to regularly expand functionality via firmware or application upgrades.	
73	Should have physical and logical security features.	
74	Should adhere to all major industry standards, including FIPS-140-2 level 3, PCI-DSS, Qualified Signature or Seal Creation Device (QSCD) listing for eIDAS, Common Criteria EAL4 + (AVA_VAN.5 and ALC-FLR.2) against the protection profile EN 419 221-5 etc.	
75	Should have multiple, redundant power supplies and Ethernet ports to maintain functionality in the event that one of the either sources should fail.	
76	The solution must have added ability of being spread across multiple locations and managed as a group, synchronizing and load balancing all the units to maintain network functionality even if an entire data center were to lose connectivity	
77	Payment HSM should support remote access technology with encrypted connection to maintain security in all configuration and remote key loading processes.	
78	Payment HSM must maintain compatibility with wide range of host applications	
	Common Uses – Should support following common uses	

79	Payment credential issuing – cards, mobile secure elements, wearable's, connected devices and host card emulation (HCE) applications	
80	PIN Routing	
81	Point to Point Encryption (P2PE)	
82	Security Tokenization (for PCI DSS compliance)	
83	EMV Payment tokenization	
84	Card and Mobile payment authorization	
85	POS, mPOS and SPoC key management	
86	PIN and EMV cryptogram validation	
87	Remote Key Loading & Management	
	Card/Mobile payment support – should support the needs of leading payment brands (RuPay, JCB, VISA, MasterCard, UnionPay, American Express) in number of areas including	
88	PIN and card verification functions for all major payment brands	
89	EMV transaction authorization and messaging	
90	Mobile payment transaction authorization and messaging	
91	Remote key loading for ATM and POS devices	
92	Local/Global key Management	
93	Master Card On-Behalf key management (OBKM) Support	
94	PIN generation and printing	
	Remote Management	
95	Should have option to Operate from Remote Console and GUI	
96	Perform operational activities in secure manner like Authorization Key Generation Changing HSM parameters	
	Logical Security	
97	Local Master Key (LMK) options – variant and key block	
98	Two factor authentication (2FA) of security officers using smart cards	
99	Strongest security settings implemented by default	
100	Audit logs with user control over the scope of events recorded	

101	LMK Component Cards (6 Blank Cards per HSM)	

SNo	Parameter	Value
1	RSA 2048 Signing Performance / second	
2	RSA 2048 Key generation Performance / second	
3	RSA 2048 encryption/decryption Performance / second	
4	RSA 4096 Signing Performance / second	
5	RSA 4096 Key generation Performance / second	
6	RSA 4096 encryption/decryption Performance / second	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

75. Annexure E – Compliance to RFP Terms & Conditions

(Ref. No. UBI/DIT/2022-23/14)

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Adoption of Integrity Pact (IP)	
3	Objectives of the RFP	
4	Definitions	
5	Invitation of Tender Bids	
6	Eligibility Criteria	
7	Broad Scope of Work	
8	Locations to be Covered	
9	Project Validity	
10	Right to Alter Quantities and Price freezing	
11	Cost of Bidding	
12	Language of Bid	
13	Instructions for Bid Submission	
14	Performance Bank Guarantee	
15	Online Prebid Meeting and RFP Clarifications	
16	Technical Bid Evaluation	
17	Restriction on Procurement due to National Security	
18	Award of Contract	
19	Price Composition	
20	Taxes and Duties	
21	Rejection of Bid	
22	Modification and Withdrawals of Bid	
23	RFP Response	
24	Patent Rights	
25	Payment Terms	
26	Order cancellation	
27	Adherence to Cyber Security Systems	
28	Annual Technical Support / Annual Maintenance Contract	
29	Warranty	
30	OEM Authorization	
31	Liquidated Damages (LD)	
32	Service Level Agreement	
33	Authorized Signatory	
34	Confidentiality	
35	Indemnity& Limitation of Liability	
36	Intellectual Property Rights	

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
37	Non-Transferable Offer	
38	Responsibility for Completeness	
39	Force Majeure	
40	Exit Clause	
41	Termination of Contract	
42	Audit	
43	Contract Period	
44	Conflict of Interest	
45	RFP Ownership	
46	Proposal Ownership	
47	Tender/RFP Cancellation	
48	Publicity	
49	Arbitration	
50	Dispute Resolution & Jurisdiction	
51	Availability of Spares	
52	Insurance	
53	Submission of Bids	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

76. Annexure F – Un-priced Commercial Bid

S.No	Requirement	QTY	Implementation Period	4th Year	5th Year	Total Cost (In Rs)
			(a)	(b)	(c)	d = (a + b + c)
1	Cost of Payment HSM (1000 TPS/CPS) with system software & licenses with 3 years onsite warranty and 24*7 support.	4	XX	NA	NA	XXX
2	Cost of Payment HSM (60 TPS/CPS) with system software & licenses with 3 years onsite warranty and 24*7 support.	1	XX	NA	NA	XXX
3	Cost of Implementation, Integration and Migration of data (if any) from existing PCI based HSMs at DC & DR sites to new Payment HSM(s) – 5 Nos.	1	XX	NA	NA	XXX
4	Annual Maintenance Contract (AMC) with 24*7 onsite support from 4th year of contract period of Payment HSM (1000 TPS/CPS).	4	NA	XX	XX	XXX

5	Annual Maintenance Contract (AMC) with 24*7 onsite support from 4th year of contract period of Payment HSM (60 TPS/CPS).	1	NA	XX	XX	XXX
TCO in Figures						XXXX

TCO in words XXXXXXXXXXXXXXXXXXXXX

Notes:

1. All the costs mentioned above must be quoted in Indian Rupees and exclusive of taxes.
2. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes and it is valid for five years. In case of any discrepancy, TCO quoted in words will be considered.
3. Payment will be made as per the payment terms mentioned in this RFP.
4. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.
5. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
6. The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, transportation, configuration/reconfiguration, integration, and commissioning of equipment.
7. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
8. AMC should be quoted with minimum of 10% of the cost of Hardware equipment.
9. Cost of on-going system software maintenance / updates / patches / bug fixes /enhancements shall be borne by Bidder.
10. Breakup of implementation cost and Software/ Licenses shall be provided to the Bank if required by the Bank.
11. The proposed solution should meet the technical requirements mentioned in the RFP document.
12. Bank may procure additional mitigation/scrubbing licences during the contract period at the discovered cost.

Authorized Signatory:

Name & Designation:

77. Annexure G – Indicative Commercial Bid

S.No	Requirement	QTY	Implementation Period (a)	4th Year (b)	5th Year (c)	Total Cost (In Rs) d = (a + b + c)
1	Cost of Payment HSM (1000 TPS/CPS) with system software & licenses with 3 years onsite warranty and 24*7 support.	4		NA	NA	
2	Cost of Payment HSM (60 TPS/CPS) with system software & licenses with 3 years onsite warranty and 24*7 support.	1		NA	NA	
3	Cost of Implementation, Integration and Migration of data (if any) from existing PCI based HSMs at DC & DR sites to new Payment HSM(s) – 5 Nos.	1		NA	NA	
4	Annual Maintenance Contract (AMC) with 24*7 onsite support from 4th year of contract period of Payment HSM (1000 TPS/CPS).	4	NA			

5	Annual Maintenance Contract (AMC) with 24*7 onsite support from 4th year of contract period of Payment HSM (60 TPS/CPS).	1	NA			
TCO in Figures						

TCO in words ……………………………………………….

Note:

1. All the costs mentioned above must be quoted in Indian Rupees and exclusive of taxes.
2. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes and it is valid for five years. In case of any discrepancy, TCO quoted in words will be considered.
3. Payment will be made as per the payment terms mentioned in this RFP.
4. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.
5. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
6. The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, transportation, configuration/reconfiguration, integration, and commissioning of equipment.
7. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
8. AMC should be quoted with minimum of 10% of the cost of Hardware equipment.
9. Cost of on-going system software maintenance / updates / patches / bug fixes /enhancements shall be borne by Bidder.
10. Breakup of implementation cost and Software/ Licenses shall be provided to the Bank if required by the Bank.
11. The proposed solution should meet the technical requirements mentioned in the RFP document.
12. Bank may procure additional mitigation/scrubbing licences during the contract period at the discovered cost.

Authorized Signatory:

Name & Designation:

78. Annexure H – Declaration for Compliance

<u>All Terms and Conditions including scope of work except technical specifications</u>

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

Signature:

Name

Date

Seal of company:

<u>Technical Specification</u>

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

List of deviations

1) _____

2) _____

3) _____

4) _____

Signature:

Name

Date

Seal of company:

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

79. Annexure I - Undertaking by Bidder

Place:
Date:

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

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

(Ref. No. UBI/DIT/2022-23/14)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.

- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

80. Annexure J – Confidentiality / Non-Disclosure Agreement

(Ref. No. UBI/DIT/2022-23/14)

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this _ day of 2022, and shall be deemed to have become in full force and effect from   (the "Effective Date").

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

AND

Union Bank of India, a corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400021 (hereinafter referred to as "Union Bank" or "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

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

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

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

NOW THIS AGREEMENT WITNESS:

1. Interpretation

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

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

2. Confidentiality:

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

   I.   Disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or

   II. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

   III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other

arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

IV.   Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

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

I.   Use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;

II.   Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

III.   Limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

IV.   Upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

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

4. **Permitted disclosure:**

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

5. **Ownership of Information:**

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

6. **No Representation:**

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

7. **Remedies and Relief:**

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

8. **No Assignment**

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

9. Severability

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

10. Delay or Waiver

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

11. Notices

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

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 2 years beyond contract period of 5 years. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law

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

14. Indemnity

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

15. Modification

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

16. Headings

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

17. Counterparts

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ _____ 2022

Signed and delivered by   Signed and delivered by

M/s _____   Union Bank of India

Signed by: Signed by:

Name …………….….……….   Name ……………..…….…………

Title …………………..……….   Title …………………..………….

in the presence of   in the presence of

………………..……………..…..   ………………..………………

81. Annexure K – Reference Site Details

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

Please provide reference details in the format defined below:

Particulars	Response
Name of the Institution	
Country of Operation	
Address of the Organization	
Date of commencement of implementation	
Date of Go-live/Commencement of project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users	
Name of the contact person for reference	
Contact details of contact person	
Modules used at Branches/Offices	

Project Details
  a. Operating System
  b. Middleware
  c. Security features
  d. Maintenance & support	

(Enclose necessary documentary proof)

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

Dated this........ Day of 2022
(Signature)
(In the capacity of)
Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

82. Annexure L – Business Rules for Reverse Auction

RFP for Bank's "**Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru**"

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the "**Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru**" Project is given below:

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

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

BUSINESS RULES FOR REVERSE AUCTION

1.   APPLICABILITY

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

2. ELIGIBILITY:

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

2.2 Only vendors who have submitted RFP fee & Integrity Pact and prescribed undertaking to the Bank and who are technically qualified can participate in Reverse Auction relevant to the procurement for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM BIDDERS:

3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:

3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Exhibit-A.
3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Exhibit-B.
3.1.4. Undertaking of Process Compliance Statement for RA as per Exhibit C

4. TRAINING

4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.

4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

4.3. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

5. TOTAL COST OF OWNERSHIP (TCO)

5.1. TCO refers to the aggregate amount payable by the Bank for transfer of ownership.

5.2. TCO shall encompass but not be limited to the following:

5.2.1 Cost of the equipment/product or services.

5.2.2 License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses).

5.2.3 All existing taxes excluding GST/CGST/SGST/IGST, duties and levies.

5.2.4 Installation and commissioning charges, if any.

5.2.5 The prices should include the comprehensive onsite warranty maintenance of the equipment covering all components, services, and visits to the concerned

offices as specified in the RFP.

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

5.2.7 Transportation and Forwarding charges to respective sites.

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

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

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

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

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

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

6.   DATE/TIME FOR TRAINING

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

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

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

7.   DATE/TIME OF REVERSE AUCTION

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

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

8.   CONDUCT OF REVERSE AUCTION

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

purpose.

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

9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

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

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

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

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

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

9.6. TRAINING AND AUCTION

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

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

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

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

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

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

9.6.7. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

9.6.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

9.6.9. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

10. PROXY BID

10.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decremental reached by other bidders.

10.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

10.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

10.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

11. TRANSPARENCY IN BIDS

11.1. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

12. MASKING OF NAMES

12.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

12.2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

13. START PRICE

13.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion

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

14.   DECREMENTAL BID VALUE

14.1.   The bidders shall be able to bid only at a specified decrement value and   not at any other fractions. The Bid decrement value shall be Rs. 7500/- or 0.25% of the Start price of the Reverse Auction, whichever is higher.

14.2.   The bid decrement value shall be rounded off to the nearest thousands of rupees.

14.3.   For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid.   It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level and should not exceed 2% of start bid price at a time)

15.   COPY OF BUSINESS RULES

15.1.   The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

15.2.   The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

15.3.   For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

16.   SPLITTING OF ORDERS

16.1.   If any RFP specifically authorizes splitting of orders for the sake of reducing dependency on single source of supply or provision of service, Bank is entitled to split the order in the order and as provided in RFP.

16.2.   While splitting the order, Bank shall specify the maximum quantum for L1, L2 etc. in RFP.

16.3.   In case L2 bidder is not willing to supply at L1 price, Bank shall call L3, L4 etc. in order to arrive at the split quantum to be awarded.

16.4.   The Bank shall also be entitled to award the contract to L2, L3 or L4 etc. bidders in the event of L1 bidder backing out to honor the commitment, or for that matter not in a position to supply the offering as per RFP.

17.   REVERSE AUCTION PROCESS

17.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

17.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

18. EXPENDITURE ON REVERSE AUCTION

18.1. All expenses of reverse auction shall be borne by the Bank.

18.2. Bidders, however, shall attend the training or mock auction at their own cost.

19. CHANGES IN BUSINESS RULES

19.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

19.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.

19.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

20. DON'TS APPLICABLE TO THE BIDDER/BIDDER

20.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

20.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind

and fair degree of transparency in the process before deciding to stop or extend the auction.)

21.   GRIEVANCES REDRESSAL

21.1.   Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

21.2.   The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.

21.3.   Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

21.4   Any aggrieved vendor / bidder through Reverse Auction process can make representation in writing within 48 hours of the Reverse Auction to the IEM (Independent External Monitor) of the Bank.

22.   ERRORS AND OMISSIONS

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

Place:
Date:
Signature:
Name & Designation:
Business Address:

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

Exhibit -A

To,

Union Bank of India
Department of Information Technology
Powai, Mumbai

DECLARATION

1 We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.

2 We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

3 We hereby undertake and agree to abide by all the terms and conditions stipulated by Union Bank of India in the RFP document including all annexure and the Business Rules for Reverse Auction.

4 We shall participate in the on-line auction conducted by _____ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.

5 We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which EMD shall be forfeited / we shall be liable to be suspended from participation in any future tenders of the Bank for 2 years. We also understand that the bank may debar us from participating in future tenders.

6 We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him I Reverse Auction.

7 We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal
Name:
Company / Organization:
 Designation within Company / Organization:
Address of Company / Organization:
Date:
Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Verified above signature
Competent Authority Signature: _____
Date: _____

84. Annexure L (B) - Letter of Authority for Participation in Reverse Auction

Exhibit –B

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

1 We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.

2 We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

3 As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.

4 We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.

5 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.

6 We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which EMD shall be forfeited/ we are liable to be suspended from participation in any future tenders of the Bank for 2 years. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal
Name –
Company/ Organization
Designation within Company / Organization
Address of Company / Organization
Date:

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Verified above signature
Signature of Competent Authority: _____
Date: _____

85. Annexure L (C) - Undertaking of Process Compliance Statement for R A
(*This letter should be on the letterhead of the bidder duly signed by an authorized signatory*)

Exhibit -C

Place:

Date:

To,

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

Sir,

Subject: Agreement to the process related Terms and Conditions for the online Reverse Auction for **Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru.**

This letter is to confirm that:

1. The undersigned is authorized representative of the company.

2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.

3. We confirm that Union Bank of India and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc before or during the auction event.

4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.

5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure G within 48 hours of the completion of the reverse auction.

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

Signature with company seal
Name –
Company/ Organisation
Designation within Company / Organisation
Address of Company / Organisation
Date:

Name of Authorized Representative: _____
Signature of Authorized Representative: _____
Verified above signature
Signature of Competent Authority: _____
Date: _____

86. Annexure M – Pre-Contract Integrity Pact

Tender Ref. No. UBI/DIT/2022-23/14

INTEGRITY PACT

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

And

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

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. **Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

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

4. **Commitments of the Buyer**

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

   (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

   (iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

   (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

   (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

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

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

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

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five

years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6.   Previous Transgression

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

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

7.   Company Code of Conduct

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

8.   Sanctions for Violation

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

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any.

Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

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

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

9.   Compensation for Damages

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

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

10.   Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSUs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded".

11.   Independent External Monitor(s)

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

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

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

11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

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

12.   Law and Place of Jurisdiction

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

13.   Other Legal Actions

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

14.   Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months form date of placement of order / finalization of contract.

14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Union Bank of India.
14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

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

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

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

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

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

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

BUYER
Signature:
General Manager/Dy G M,
Union Bank of India,
…………………………..Division

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

Date:
Stamp:

Date:
Stamp:

Witness

Witness

1. _____

1. _____

2._____
   _____

2. _____
   _____

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

87. Annexure N – Know Your Employee (KYE) Clause

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

1. We _____ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non compliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, credit history, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for _____ (Name of the RFP)."

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization_____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative_____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority_____

Date _____

88. Annexure O – 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,
Union Bank of India,
5th floor, Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

Dear Sir,

Ref.: RFP No.: <u>UBI/DIT/2022-23/14</u> Dated: _____

1. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; / 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/OEM 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/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder/OEM 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 #

89. Annexure P - Undertaking of Information Security

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

Place:
Date:

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

Sir,

Subject: Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru.

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 #

90. Annexure Q – Undertaking of Authenticity for Computer Hardware
   Ref. No. UBI/DIT/2022-23/14

To   **Date:**

Union Bank of India,

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

Sub: Supply of HSM Hardware/Software

Dear Sirs,

With reference to the Computer Hardware being supplied / quoted to you vide our invoice no. / quotation no. / order no. cited above-------

We hereby undertake that all the components/parts/assembly/software used in the Computer Hardware under the above like hard disk, Monitor, Memory etc. shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / Software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for IT Hardware / Software already billed, we agree to take back the Computer Hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

(system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

91. Annexure R - Certificate of Local Content

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

Date:

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

Dear Sir,

Ref.: RFP No.: UBI/DIT/2022-23/14 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), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.

Signature of Statutory Auditor/
Cost Auditor
Registration Number:
Seal

Counter-signed:

Bidder   **OEM**

92.Annexure S – Certificate of Waiver for MSE Firms

(in Letter head of Chartered Accountant)

Ref. No. UBI/DIT/2022-23/14   **Date:**

TO WHOMSOEVER IT MAY CONCERN

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

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

Chartered Accountant Firm Name

Signature
Name
Reg.No

VID No.

Firm
Seal
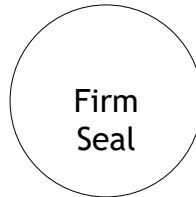
93. Annexure T – Bid Security Declaration

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 Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru.

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.

<div align="right">Yours faithfully,</div>

Date:

For _____

Signature _____

Name _____

<div align="center">Authorized Signatories
(Name & Designation, seal of the firm)</div>

94. Annexure U - Bank Guarantee for EMD

Date:

To

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

Dear Sir,

M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the **Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru**, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs.14,00,000.00 (Rupees Fourteen Lac Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.
The Bid security for which this guarantee is given is liable to be enforced/ invoked:

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

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs.14,00,000.00 (Rupees Fourteen Lac Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1) Our liability under this Bank guarantee shall not exceed Rs.14,00,000.00 (Rupees Fourteen Lac Only).

2) This Bank guarantee will be valid up to _____; with a claim period of 45 days thereafter and

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

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

Signature …………………………………

Name …………………………………………
(In Block letters)
Designation …………………………………
(Staff Code No.) …………………………….

Official address:
(Bank's Common Seal)
Attorney as per power of Attorney No.
Date:
WITNESS:

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

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

95. Annexure V – Bid Query Format

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

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

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

Place:
Date:
Signature:
Name & Designation:
Business Address:

96. Annexure X – Format for Performance Bank Guarantee
(Covering Delivery obligations)

NOTE:

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

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

Dear Sir,

In consideration of Union Bank of India, 5th floor, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Andheri (East), Mumbai-400072, placing an order for **"Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru"** on _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (hereinafter called the said contract), we _____(Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the) for **"Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru"** as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we _____ (Name

of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

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

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

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

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

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. _____(Name of the Guarantor Bank), unless repugnant to the context or

otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

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

Notwithstanding anything contained herein above:

I)   Our liability under this bank guarantee shall not exceed 3% of the TCO.

II)   This bank guarantee shall be valid up to _____.

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

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

Signature …………………………………………

Name ………………………………………………
(In Block letters)
Designation …………………………………………
(Staff Code No.)…………………………………

Official address:
(Bank's Common Seal)
Attorney as per power of Attorney No.
Date:
WITNESS:

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

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

97. Annexure Y - Letter for Refund of EMD
(To be submitted by the unsuccessful bidders)

Ref. No. UBI/DIT/2022-23/14

Date:

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

We _____ (Company Name) had participated in the **Request for Proposal (RFP) for Supply, Installation, Configuration and Maintenance of Five numbers of Payment Hardware Security Modules (HSM) devices for ATM Switch at DC, Mumbai & DR Site, Bengaluru** and we are an unsuccessful bidder.

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

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

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

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

Sign

Name of the signatory

Designation

Company Seal.