



Request for Proposal [RFP] for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE

Ref: RFP-CCoE-CISO-Mar-2024

**Union Bank of India
4th Floor, CISO Office, 5-9-11,
Dr Pattabhi Bhavan, Secretariat Road,
Saifabad, Hyderabad - 500004**

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 upon 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.

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ABBREVIATIONS

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

Abbreviations	Description
Bank/UBI/Union Bank	Union Bank of India
BG	Bank Guarantee
CCoE	Cyber Security Centre of Excellence
EMD	Earnest Money Deposit
VAPT	Vulnerability Assessment and Penetration Testing
SOC	Security Operations Centre
KYE	Know Your Employee
MSE	Micro Small Enterprises
FM	Facility Management
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PSB	Public Sector Bank
PSU	Public Sector Undertaking
ACL	Access Control List
RFP	Request for Proposal
DNS	Domain Name System
SIEM	Security Information and Event Management
SOP	Standard Operating Procedure
SLA	Service Level Agreement
TCO	Total Cost of Ownership
USB	Universal Serial Bus
OSCP	Offensive Security Certified Professional
CISA	Certified Information Systems Auditor
CISSP	Certified Information Systems Security Professional
GIAC	Global Information Assurance Certification
GPEN	GIAC Penetration Tester
CISM	Certified Information Security Manager
CPTC	Certified Penetration Testing Consultant
CPTE	Certified Penetration Testing Engineer
CEH	Certified Ethical Hacker
CHFI	Computer Hacking Forensic Investigator

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 into the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per Information Technology Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Upload supporting documents by clicking “Mapped Documents”. Then submit the tender. Take a print screen of “Bid successfully submitted” message for reference.
4. Primary Contacts: +91-9081000427, 9904406300, email id: support@procuretiger.com
5. Alternate Contact Details:
 - a. Fahad Khan email: fahad@eptl.in Mob: 9904406300
 - b. Shaikh Nasruddin email: shaikh@eptl.in Mob: 9510812960
6. System requirement for online bid submission:
 - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
 - b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
7. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

E-tendering Helpline no: 079-61200566/567/579/580/569/566/591

Email ID: support@auctiontiger.net

Note: This is an e-procurement and Submission of bid through offline mode will not be accepted except Earnest Money Deposit (EMD) which should be submitted physically at CISO office, Saifabad, Hyderabad before bid close date and time.

Bidders are advised to submit their bid well in time and not to wait till the last minute or last few seconds to enter their bid to avoid any complications. Union Bank of India will not be responsible for any lapses /failure on the part of the bidder in such cases for any complications related with internet connectivity, network problems, system crash down, power failure, etc.

SCHEDULE OF EVENTS & BID DETAILS

Start Date & Time of issue of RFP/ Document Download	19.04.2024 at 11:00 Hours
Pre-bid Meeting [Date, Time & Location]	26.04.2024 at 12:00 Hours Union Bank of India, 4 th Floor, CISO Office, 5-9-11, Dr Pattabhi Bhavan, Secretariat Road, Saifabad, Hyderabad - 500004 or Online [as per the bidder's feasibility]
Last date and time for submission of query	30.04.2024 up to 17:00 Hours
Last date and time for downloading RFP	07.05.2024 up to 15:00 Hours
Last date and time for submission of Bidding Document	14.05.2024 up to 16:00 Hours
Date and Time of Technical Bid Opening	14.05.2024 up to 16:30 Hours
Security Deposit/Earnest Money Deposit [EMD]	Rs. 4,00,000/- [Rupees Four Lakhs Only] in the form of Demand Draft in favour of Union Bank of India, payable at Hyderabad. EMD can also be paid in the form of Bank Guarantee [BG] of any scheduled commercial Bank other than Union Bank of India. Bank Guarantee should be valid for minimum 6 months [180 days] from the date of submission of bids with claim period of 45 days IFSC Code for issuance of BG is UBIN0580414
Contact details	Interested Bidders are requested to send the email to: vinodb@unionbankofindia.Bank ; praveen.bodanapati@unionbankofindia.Bank ; praveen.vegesna@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.

This RFP is the property of the Bank & is not transferable.

1. If a holiday is declared on the dates mentioned above, the bids shall be received/ opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
2. No queries will be entertained after the date and time mentioned in this schedule.

Note: Bids once submitted will be treated as final and no further correspondence will be entertained on this.

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SECTION I: INTRODUCTION, OBJECTIVES & INVITATION

1. Introduction

Union Bank of India, is a leading Public Sector Banking Company having its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021; having CISO Office and Cyber Security Center of Excellence [CCoE] at 4th Floor, CISO Office, 5-9-11, Dr Pattabhi Bhavan, Secretariat Road, Saifabad, Hyderabad - 500004 (to be hereinafter referred to as “UBI” or “Bank”). The Bank has a network of over 8500+ branches, 18 Zonal Offices and 134 Regional Offices spread across the country. Bank has established an on-premise Cyber Security Operation Centre (CSOC) for effective monitoring of Cyber Security Risk. Under C-SOC project, Bank has implemented various security solutions to improve cyber security posture and to proactively protect our systems against any cyber threat. Bank had implemented various IT security systems and technologies viz. Next Gen firewalls, Intrusion Prevention System (IPS), Web Application Firewall (WAF) Data Centre Security (DCS), Privilege Access Management (PIM), Data Leakage Prevention (DLP), Security Information & Event Management (SIEM), Attack Surface Management, Breach and Attack Simulation (BAS), Continuous Automated Red Teaming (CART) and Digital Rights Management (DRM). Apart from this Bank is performing activities like PT of API, VAPT of Mobile and Web applications, VAPT of Network, Source code review, Database Review, Network configuration review and Database configuration review. Bank had established Ethical Hacking Lab. Bank Now invites proposal for two FM Resources and software (Subscription based) to continue Ethical Hacking lab activities.

2. Objectives of the RFP

2.1. Union Bank of India invites proposals from competent and authorized bidders [hereinafter referred to as “Respondent” or “Bidder” or “Vendor”] for *on-boarding of two FM resources*

and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE”.

- 2.2. Bidders who are interested in participating in this bid must fulfil the eligibility criteria mentioned in this RFP.
- 2.3. Apart from the above, the bidder must also agree to all terms & conditions mentioned under this RFP.
- 2.4. Bank may not accept any deviations from the terms and conditions specified in the RFP. Deviations could result in disqualification of the offer made by the vendor at the discretion of the Bank.

3. Invitation to Bidders

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. Contracting / sub-contracting is not permitted.

4. Definitions

- 4.1. ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Union Bank of India’, which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 4.2. ‘RFP’ means this Request for Proposal prepared by Union Bank of India for “On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities” under CISO/CCOE.
- 4.3. ‘Parent Company’ means, any company which wholly owns the bidder as the subsidiary.
- 4.4. ‘Bidder’ or ‘Vendor’ or ‘Respondent’ means a vendor submitting the proposal in response to this RFP. “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.

- 4.5. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 4.6. 'Proposal' or 'Bid' or 'Offer' means that Technical/ Commercial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.
- 4.7. 'Contract' or 'Agreement' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.

SECTION II: ELIGIBILITY CRITERIA**5. Eligibility Criteria**

Only those bidders fulfilling the below mentioned criteria should respond to the RFP.

S. No.	Criteria	Documents to be submitted
1	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 15 years from the date of issuance of RFP.	<ul style="list-style-type: none"> ✓ Certificate of Incorporation if it is company. ✓ Registration certificate and Partnership deed for partnership firms or limited liability partnership (LLPs).
2	The bidder should have minimum annual turnover of Rs. 8.00 Crs and should be a profit-making company and with positive net worth in each of the last three financial years i.e., FY2022-23, FY2021-22 and FY2020-21 as per the audited balance sheet available at the time of submission of tender. The profitability of the bidder firm should not be in negative as on the date of submission of the bid, Further the net worth of the bidder firm should have not eroded by more than 30% in the last three financial years.	Enclosed Copies of the audited balance sheet and Profit & Loss Statement of the company
3	The companies or firms, bidding for the above tender, should not be blacklisted 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 blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been removed from the blacklist as on date of submission of the tender, otherwise, the bid will not be considered.	Undertaking to be submitted as per Annexure- Q
4	The bidder should be in the business of Cyber Security from at least 5 years as on 31.12.2023 i.e. on or before 31.12.2018	Bidder needs to submit the Purchase Order/Work Order /Engagement Letter/any other verifiable document received from client
5	The bidder should be empanelled with Cert-IN as on date of submission of bid	Certificate of empanelment

6	The bidder should have provided at least 5 cyber security services pertaining to Vulnerability Assessment/ Penetration Testing/ Ethical Hacking to at least 5 organizations of Central Govt./ State Govt./ PSUs/ PSBs in India including 1 Scheduled Commercial Bank in the last three years (period: 01-01-2020 to 31-12-2023)	Bidder needs to submit the Purchase Order along with evidence of implementation/service.
7	The bidder should have at least 50 full time employees with the bidder every year on 1 st January for the past 5 years (period: 01-01-2018 to 31-12-2023)	Annexure - W to be submitted by the bidder signed by the Authorized signatory of the bidder
8	<p>The FM Resource to be deployed at Bank under RFP should meet following criteria: -</p> <p>1) Should be a graduate in any stream and, must have good communication skills with fluency in English language.</p> <p>2) Should have any of three valid and live certifications out of ten following globally recognized certifications including OSCP certificate mandatorily (as on date of bid submission): -</p> <ul style="list-style-type: none"> ➤ Offensive Security Certified Professional (OSCP) by Offensive Security ➤ Certified Information Systems Auditor (CISA) by ISACA ➤ Certified Information Systems Security Professional (CISSP) by (ISC)² ➤ GIAC Penetration Tester (GPEN) by the Global Information Assurance Certification (GIAC) ➤ Certified Information Security Manager (CISM) by ISACA ➤ Certified Penetration Testing Consultant (CPTC) by Mile2 ➤ Certified Penetration Testing Engineer (CPTE) by Mile2 ➤ Certified Ethical Hacker (CEH) by EC-Council ➤ Computer Hacking Forensic Investigator (CHFI) certification by EC-Council 	Relevant documents to be submitted.

	<p>➤ CompTIA Pen Test+ by Pearson VUE (Pearson Virtual University Enterprises)</p> <p>3) FM Resource age must be in between 25-40 years as on date of bidding.</p> <p>4) Should have been engaged in full time assignments like red teaming, ethical hacking, threat hunting, SOC management, VAPT, etc in past 5 years.</p> <p>5) They should be on permanent pay roll of the bidder for at least 02 years as on date of bid submission.</p>	
9	<p>The bidder should provide undertaking mentioning DIN of Directors that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.</p>	<p>Undertaking from bidder is required</p>

Note: Vendors/bidder/FM Resource who do not fulfil the above criteria or who fail to submit proof will be rejected ab initio. Copies of relevant sealed and self-certified documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria as per Annexures. Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any misrepresentation will entail rejection of the offer. All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.

SECTION III: SCOPE OF WORK, TOOLS, DELIVERABLES & PAYMENT SCHEDULE

6. Scope of Work

6.1. The scope of work of deployed FM Resource includes following but is not limited to:

6.1.1. Recognizing Information security issues within the Bank through continuous exercises.

6.1.2. Identification of misconfigured and un-patched devices to compromise the Bank network and to ex-filtrate the data.

6.1.3. Identification of possible weak points in public facing Bank assets.

6.1.4. Vulnerability Assessment, Verification and Recommended Solution to mitigate vulnerability in Local / remote networks (automated and manual).

6.1.5. Examining Bank for weaknesses as through the eyes of an industrial spy or a competitor or attacker using following techniques -

- Reconnaissance
- Enumeration
- External Recon
- Internal Recon
- Social Engineering Attacks
- Password Cracking, and Bypassing Windows User Account Control (UAC)
- Power Shell exploitation
- Lateral Movement
- Network Domination & Persistence
- Network Infrastructure Exploitation for cases such as Firewall bypass, Router testing/configuration, ACL Testing, DNS foot printing, Proxy Servers, Vulnerability exploits, Configuration
- Evasion & Obfuscation Techniques
- Data Exfiltration
- Attacking Linux/Unix/Windows/others Environments
- Perform Privilege Escalation to obtain root privileges
- Any other tool/technique as deemed necessary for the purpose

- Web/mobile application compromise and exploitation - physical and Cloud
- Internal application Security Testing through Red team exercise
- Blended, covert test that can encompass network testing and physical attacks
- Send email with attachment to users to gain the access to the systems
- Scan the network to understand topology and restrictions
- Attempting to compromise the critical servers and provide evidence
- Perform a wide range of activities beyond targeted assessments, including testing new tools, creating proof-of-concept exploits, analysing malware, and experimenting with different attack scenarios
- Perform People, Process and Technology check in Bank and give feasible and practical recommendations to implement in Bank.
- Exploit Research
- Identification of Rouge devices/Wireless access points
- Branch and ATM security assessment, minimum three locations in Mumbai to be conducted and demonstrate if these can be used for launching attack on Bank's systems
- Exploitation of Bank's internal systems using USB exploitation scenario
- Simultaneous attack needs to perform from outside of the Bank's network as well as from inside
- To perform block box, white box & Grey box testing as and when required.
- Theme based red team assessments (web, network, mobile, API, etc.)
- Password spraying attacks on O365, Active Directory.

6.1.6. Activities listed above are only indicative and may include additional set of activities depending upon the People, Process and Technologies deployed by the Bank.

6.1.7. It is responsibility of successful vendor to access and perform activities as deemed necessary for the purpose.

6.1.8. Successful bidder FM Resource shall have to inform and obtain concurrence from CISO team before executing any activity /using tools/ techniques which has capability to bring down the production environment.

6.1.9. Create defined plan of activities for the exercises and take signoff before performing the any exercise.

6.1.10. Training to be provided to Bank staff on Ethical Hacking Lab Activities.

S. No	Training on Ethical Hacking Lab Activities	Mode of Delivery	No of training days	Duration
1	Training Session to Bank staff	offline	10 Days in a year (Q1/Q2 - 5 Days, Q3/Q4 - 5 Days)	Full day

6.1.11. Bank will Provide 2 Laptops and 2 Dual Monitor PCs.

7. Tools:

Burp Suite Professional	6 Licences
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8. Deliverables:

8.1. Detailing the Security Gaps:

- a) Detailing the System setup and tools used and tests conducted during the exercise
- b) Analysis of the findings and Document the security gaps such as vulnerability, configuration flaws, security flaws, gaps identified, threats etc. observed during the testing activity as per the scope of work
- c) Document recommendations and solutions for addressing the identified security gaps and categorize the identified security gaps based on their criticality.
- d) Chart a roadmap for the Bank to ensure compliance and address these security gaps.

8.2. Addressing the Security Gaps:

- a) Recommend Actionable fixes for systems vulnerabilities in design or otherwise for application systems and network infrastructure. If recommendations for Risk Mitigation/ Removal could not be implemented as suggested after discussion with Bank, alternate compensatory controls to be provided.
- b) Suggest changes/modifications in the Security Policies implemented along with Security Architecture including Network and Applications of the Bank to address the same.

8.3. Summary of Final Report:

- i. As per the Bank’s requirement, Summary of exercise findings including identification tests, tools used, and results of tests performed and List is indicative only and not exhaustive.
 - a) Tools used and methodology employed
 - b) Positive security aspects identified

- c) List of vulnerabilities identified
 - d) Description of vulnerability
 - e) Risk rating or severity
 - f) Category of Risk: Critical / High / Medium / Low
 - g) Methodology/Test cases used in exercises
 - h) Illustration of the test cases
 - i) Applicable screenshots/evidences
 - j) Analysis of vulnerabilities and issues of concern
 - k) Likely impact on business
 - l) Recommendations for corrective action
- ii. FM Resource shall send daily, Weekly and monthly infographic reports to Bank team informing activities carried out daily, findings, exploitations, remediation proposed, status and age of open vulnerabilities in a structured format as mentioned above (8.3.i).
 - iii. Dashboard to be created with access to Bank team where tracking of activities, findings, age, remediation, compliance check is to be captured and maintained for any internal/ external audit.
 - iv. Reports should include compliance-related information, such as adherence to industry standards.
 - v. A report presenting results & conclusions of the exercise, covering technical, process and policy issues with a series of industry best-practice recommendations.
 - vi. Review of results and feedback in a workshop setting, to build awareness and alignment among stakeholders, and a roadmap of measures to improve security & resilience in the future.
 - vii. Short-term tactical fixes for immediate remediation of any outstanding vulnerabilities within the tested environments.
 - viii. Vulnerability report with mitigation plan and recommendations.
 - ix. Long-term strategic initiatives that will proactively thwart any potential repetition of vulnerabilities discovered during the exercise
 - x. Ensuring that the recommendations proposed as an outcome of the red team exercise is to improve the information security posture of the Bank.

9. Project Implementations:

S. No.	Activities	Duration
1	Delivery of software licences (Burp Suite Professional)	1 week from the date of purchase order
2	Submission of documents	2 weeks from the date of purchase order
3	Submission of detailed plan for ethical hacking lab	1 week from the date of purchase order
4	Deployment of FM resources	1 week from the date of purchase order

10. Payment Schedule:

10.1.No advance payment will be made.

10.2.The following is the payment schedule: -

For license (Burp Suite Professional)	On Supply and installation of required tools to the satisfaction of the Bank & Bank sign-off.
Payment of Onsite-FM Resource	<p>The amount will be paid in four equal quarterly instalments at end of each quarter from the date of sign off by Bank regarding deployment of FM Resource and successful completion of deliverables mentioned in the scope of work. Subject to the following terms and conditions: -</p> <p>I) If the Onsite FM Resource is absent, bidder will have to provide the alternate FM Resource as per the para 11.10 below.</p> <p>II)Bidder cannot raise invoice for the absence period of the FM Resource.</p> <p>For the absent period, Bank will not pay the price per day per FM resource quoted in TCO.</p> <p>In addition to that, a penalty of Rs. 5000/- per day will be levied on the selected bidder.</p>

10.3.TDS on payments will be deducted as applicable. No advance payment against purchase order.

10.4.The successful bidder must show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

10.5.The bidder must accept the payment terms proposed by the Bank as proposed in this section.

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

10.7.Bidders are to note that payment will be released only against submission of PBG.

10.8.The successful bidder shall be required to enter a contract with Bank within 15 days of the date of issue of Purchase order or within such extended period as may be specified by Bank. The contract period for this project is 1 year from the date of onboarding of FM Resource. Bank reserves the right to extend the contract for 1 more year at its sole discretion. All terms & conditions applicable as per RFP for the extended year.

SECTION IV: ONSITE DEVELOPMENT, SUPPORT & MAINTENANCE BY ON-BOARDED TWO FM RESOURCE

11. Major general guidelines for the FM Resource to be deployed:

- 11.1. The two FM Resource, who will act as Ethical Hackers, will be onboarded as Facility Management Services with major general guidelines below from para 11.2 to 11.16.
- 11.2. The FM Resource should be a graduate in any stream and, must have good communication skills with fluency in English language.
- 11.3. The FM Resource identified for Conducting Ethical Hacking Lab Activities by the bidder shall have the necessary globally recognized certifications like Offensive Security Certified Professional (OSCP) by Offensive Security, Certified Information Systems Auditor (CISA) by ISACA, Certified Information Systems Security Professional (CISSP) by (ISC)², GIAC Penetration Tester (GPEN) by the Global Information Assurance Certification (GIAC), Certified Information Security Manager (CISM) by ISACA, Certified Penetration Testing Consultant (CPTC) by Mile2, Certified Penetration Testing Engineer (CPTE) by Mile2, Certified Ethical Hacker (CEH) by EC-Council, Computer Hacking Forensic Investigator (CHFI) certification by EC-Council, CompTIA Pen Test+ by Pearson VUE (Pearson Virtual University Enterprises) and minimum 5 years of work experience in conducting such activities. They should be on permanent pay roll of the organization.
- 11.4. The bidder must deploy FM Resource with minimum of 3 certifications mentioned in para 11.3. including mandatory certification OSCP. Relevant documents to be submitted, however Bank will assess the performance of the FM Resource periodically as per the scope of work given in this RFP.
- 11.5. Bank shall have right to conduct due diligence/ interview/ background verification of FM Resource proposed for deployment. Only on receiving sign off from Bank, proposed FM Resource shall be on-boarded.
- 11.6. The bidder is expected to deploy two FM Resource at CISO Office (Mumbai or Hyderabad or any other location as per Bank's requirement) who shall be responsible for performing activities as per the scope mentioned in this RFP. The bidder shall provide adequate FM resources acceptable to Bank within 5 business days of initiation of request at changed location.
- 11.7. The FM Resource are expected to work in general working hours on all Bank's working days. The timing may be changed at Bank's discretion. In case of need or emergent situation it may be extended on Sunday/Holidays also, that day will be counted as working day. However, some of the team members may require working in shifts also as per Bank's need. The bidder shall provide backup FM Resource in case any of the project member avails leave. In case of exigency, Onsite FM Resource support should be available during off-hours as a part of the crisis / incident management process.
- 11.8. All the FM Resource deputed at the Bank should have a Police verification report. The bidder needs to submit the Police Verification report of FM Resource along with all documents at the time of joining the onsite FMS team.

- 11.9. During the contract, the bidder and its employees shall at all the times comply with & abide by the security policy of the Bank, as the same may be applicable to or in respect of the works and the provisions of the contract.
- 11.10. During the assignment substitution of FM Resource shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet obligation. In such circumstances successful bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If Bank is not satisfied with substitution, Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the successful bidder during the course of the assignment besides claiming an amount. The bidder needs to submit the substitution qualifications, certifications and experience documents.
- 11.11. Bank shall keep track of attendance, discipline, punctuality and availability of FM Resource. Payment shall be made for number of days when FM Resource are available at Bank premises. For the absent period, Bank will not pay the price per day per FM resource quoted in TCO. In addition to that, a penalty of Rs. 5000/- per day will be levied on the selected bidder. Bank will be at discretion to remove FM Resource at any time in case of indiscipline/ negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and Bidder shall provide a replacement in such cases within 5 business days subject to the Major general guidelines for the FM Resources mentioned in RFP, failing which Bank will not pay the price per day per FM resource quoted in TCO, in addition to that, a penalty of Rs. 5000/- per day will be levied on the selected bidder.
- 11.12. Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at Bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the Bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the Bank and it would be responsibility of selected bidder to address such issues without involving the Bank. The deputed persons have to maintain 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 or if any action of the FM Resources deployed causes loss to the Bank, then Bank would take suitable action as deemed fit and selected vendor would be required to compensate the Bank to the full extent of loss incurred by the Bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if Bank notices any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the Bank in this regard would be final and binding upon the selected vendor.
- 11.13. Bank reserves the right not to allow personal devices like laptops, mobile, camera, tablets etc inside Bank premises for maintaining data security.
- 11.14. Bank reserves the right to terminate the contract and recover the total amount paid to the Bidder if at any stage it comes to the notice of the Bank that the deployed FM Resources do not fulfil the eligibility criteria.
- 11.15. Escalation process should be defined and in place for unresolved issues.

11.16. The Bidder shall ensure that the deployed FM Resources are aware of the above guidelines as well as the Bank's Policies which they are expected to comply.

SECTION V: TWO PART BID, EVALUATION

12. Two Part Bid System:

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

12.2. Technical bid - Part I: "TECHNICAL BID for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE".

12.3. Commercial Bid - Part-II: "Indicative Commercial Bid for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE".

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

12.5. In the first stage, Cost of RFP, EMD/Bid Security, Integrity Pact (IP)(in Annexure K) signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for commercial evaluation.

12.6. In the second stage, the INDICATIVE COMMERCIAL BID of only those bidders, whose technical bids are qualified and shortlisted, will be opened.

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

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

13. Technical Bid

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

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

13.3. The following documents (point 13.4/13.5 and 13.6) are to be submitted in original (Union Bank of India, Cyber Security Centre of Excellence, CISO Office, CO Annex, Hyderabad - 500004) at the Bank in physical (Hard copy) on or before last date & time of bid submission:

13.4. EMD of Rs.4,00,000/- (Rupees Four Lakhs only) in the form of a demand draft issued by a Scheduled commercial Bank favoring Union Bank of India, payable at Hyderabad or Bank Guarantee from Scheduled commercial Bank other than Union Bank of India.

13.5. In case of bidders registered with NSIC/Udyog Aadhaar as MSE or a Start-up Company, they are eligible for waiver of EMD. However, MSE bidders need to provide valid NSIC/MSE 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, MSE bidders have to submit [Annexure I](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

13.6. The following documents are to be submitted online at the e-procurement site <https://ubi.abcprocure.com> and Annexure G, Annexure I and Annexure K need to be submitted in Hard Copy as mentioned in Point No. 13.4 and 13.5

S. No.	Document Description
1	Annexure A - Letter of Acceptance
2	Annexure B - Bidder's Profile Format
3	Annexure C - Eligibility Criteria
4	Annexure D - Unpriced Indicative Commercial Bid
5	Annexure F - Bid Security Declaration
6	Annexure G - Bank Guarantee or Demand Draft for EMD
7	Annexure I - Certificate for EMD waiver for MSE/NSIC Firms
8	Annexure K - Pre-Contract Integrity Pact
9	Annexure L - Business Rules for Reverse Auction
10	Annexure L (A) - Compliance Statement - Reverse Auction
11	Annexure L (B) - Letter of Authority for Participation in Reverse Auction
12	Annexure L (C) - Undertaking of Process Compliance Statement for R A
13	Annexure M - Know Your Employee (KYE)
14	Annexure N - Name/Number of tools proposed with license and open-source tools
15	Annexure O - Compliance to RFP Terms & Conditions
16	Annexure P - Declaration for Compliance
17	Annexure Q - Undertaking by Bidder
18	Annexure R - Confidentiality / Non-Disclosure Agreement
19	Annexure S - Reference Site Details
20	Annexure U - Restriction on Procurement due to National Security
21	Annexure V - Undertaking of Information Security

13.7. The Bid should be signed by the authorized signatory of the bidder. A power of attorney/Letter of Authorization to that effect shall be submitted by the bidders.

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

13.9. The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be considered either for the purpose of

evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

- 13.10. All the annexures should be submitted in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- 13.11. The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 13.12. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 13.13. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 13.14. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time.

14. Technical Bid Evaluation

- 14.1 During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If any part of the technical specification offered by the bidder is different from the specifications sought in the 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 the Bank, invariably to process the technical offer.
- 14.2 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.
- 14.3 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- 14.4 On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

14.5 Technical Bid Parameters

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

S No	Parameter	Maximum Marks						
1	The bidder should have provided at least 5 cyber security services pertaining to Vulnerability Assessment/ Penetration Testing/ Ethical Hacking to at least 5 organizations of Central Govt./ State Govt./ PSUs/ PSBs in India including 1 Scheduled Commercial Bank in the last three years (period: 01-01-2020 to 31-12-2023)	25						
	<table border="1"> <thead> <tr> <th>No of organisations</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>15</td> </tr> <tr> <td>5 above</td> <td>1 Mark for each additional service provided</td> </tr> </tbody> </table>	No of organisations	Marks	5	15	5 above	1 Mark for each additional service provided	
No of organisations	Marks							
5	15							
5 above	1 Mark for each additional service provided							
2	The bidder should be in the business of Cyber Security related services from at least 5 years as on 31.12.2023 i.e. on or before 31.12.2018	25						
	<table border="1"> <thead> <tr> <th>No of years</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>15</td> </tr> <tr> <td>5 above</td> <td>1 Mark for each additional service year</td> </tr> </tbody> </table>	No of years	Marks	5	15	5 above	1 Mark for each additional service year	
No of years	Marks							
5	15							
5 above	1 Mark for each additional service year							
3	Certifications of two FM resources (as per the eligibility criteria point No.8)	25						
	<table border="1"> <thead> <tr> <th>No of certifications of two FM resources</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>15</td> </tr> <tr> <td>6 above</td> <td>1 Mark for each additional certificate</td> </tr> </tbody> </table>	No of certifications of two FM resources	Marks	6	15	6 above	1 Mark for each additional certificate	
No of certifications of two FM resources	Marks							
6	15							
6 above	1 Mark for each additional certificate							
4	The bidder should have at least 50 full time employees with the bidder every year on 1 st January for the past 5 years (period: 01-01-2018 to 31-12-2023)	25						
	<table border="1"> <thead> <tr> <th>No of employees</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>50-100</td> <td>20</td> </tr> <tr> <td>100 above</td> <td>25</td> </tr> </tbody> </table>	No of employees	Marks	50-100	20	100 above	25	
No of employees	Marks							
50-100	20							
100 above	25							

14.3 In case there is only one vendor having technical score of 65 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 65, then the Bank, at its sole discretion, may qualify two vendors based on the top 2 scores.

15. Indicative Commercial Bid

- 15.1. The Indicative commercial offer must not contradict the technical offer in any way and should include the indicative cost of all the items offered. The suggested directive for Commercial offer is as follows:
- 15.2. Indicative Commercial Offer (Part - II) should be submitted online at the e-Procurement site as per [Annexure E](#) by way of entering the values in the format provided at the site. This must contain all price information.
- 15.3. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

16. Commercial Bid Evaluation

- 16.1 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.
- 16.2 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.
- 16.3 The lowest Indicative commercial offers (total cost) may be taken as the starting bid of the Reverse Auction and not for deciding the L-1 status. 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.
- 16.4 The L-1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of his Final price (last bid price) again in [Annexure E](#). Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD to Bank, which please be noted.
- 16.5 The final decision on the bidder will be taken by the Bank. The 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.

17. Rules for Re-Reverse Auction

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

- 17.2 During the process of reverse auctions, if there is either no bids from logged in bidders or only one bidder puts up bid/s, Bank may decide a re-reverse auction by taking fresh Indicative prices from all qualified bidders in sealed cover only, to amend the start price for Re-reverse auction.
- 17.3 In case the start price for the Reverse Auction event is decided by Bank and there are no bids or only one bid/s by a single bidder in the Reverse Auction, Bank may decide Re-reverse Auction while further amending the start price.
- 17.4 Reverse auction will be valid only if two or more bidders are participating in the reverse auction event.
- 17.5 In all the above circumstances, the functional head of the department may take a decision on re-reverse auction.

18. Bank's Right to Accept or Reject any Bid or all Bids

Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP 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.

19. Award of Contract

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

20. Price Composition

- 20.1 TCO is for 1 year. The Bidders should quote prices strictly as per the price composition stated in indicative commercial bid failing which the offers are likely to be rejected.
- 20.2 The indicative commercial bid should be quoted in the indicative commercial bid format attached as [Annexure E](#) to this bid. All prices are mandatory to be quoted else Bid is liable to be rejected.
- 20.3 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 20.4 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.
- 20.5 Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

SECTION VI: BID GUIDELINES AND TERMS & CONDITIONS

21. Contract Period

The successful bidder shall be required to enter into a contract with Bank within 15 days of the award of contract or within such extended period as may be specified by Bank. The contract period shall be valid for 1 year from the date of issue of purchase order.

In case the Bank opts for extension of the contract, all the prices quoted by the Bidder in response to this bid shall be valid during the extended contract period also. Post extension of the contract period the bidder shall submit a renewed Performance Bank Guarantee, valid for the revised contract period. The extended contract period will be reviewed on a yearly basis subject to satisfactory performance.

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.

22. 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.

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.

23. 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 bid 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 prevail.

24. 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.

25. 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 bid 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.

26. 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.

- 23.1. All pages of the bid shall be initialled by the person or persons signing the bid.
- 23.2. Bid form shall be signed in full & official seal affixed.
- 23.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- 23.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- 23.5. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Bid Commitment may be included with Power of Attorney or Letter of Authorization and should be submitted in as per Annexure Q..

27. Bid Security/ EMD [Refundable]

27.1. The bidder should deposit EMD of Rs. 4,00,000/- [Rupees Four Lakhs Only] in the form of a demand draft favouring Union Bank of India, payable at Hyderabad or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. Bank Guarantee should be valid for minimum 6 months [180 days] from the date of submission of bids with claim period of 45 days. Bidder has to ensure delivery of hardcopy of DD/BG before last date of submission of bid. IFSC Code for issuance of BG is UBIN0580414

27.2. In case of bidders registered with NSIC/Udyog Aadhaar as MSE or a Start-up Company, they are eligible for waiver of EMD. However, MSE bidders need to provide valid NSIC/MSE 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, MSE bidders have to submit [Annexure J](#) in physical form [Hard copy] duly signed by Chartered Accountant before last date and time of submission of bid.

27.3. Bid Security shall be forfeited in the following cases:

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

- ❖ 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.
- ❖ In case of a successful Bidder, if the Bidder fails:
 - To execute contract within the stipulated time or
 - To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

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

- ❖ No interest will be payable on the Bid Security amount.
- ❖ 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 I](#).

27.5. 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] as per the format mentioned in [Annexure J](#), valid for the entire contract period.

27.6. 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 G](#).

28. Performance Bank Guarantee [PBG]

28.1. The successful bidder shall provide a Performance Bank Guarantee within 14 days from the date of receipt of Purchase Order in the format as provided in [Annexure J](#), for 5 % of the Purchase Order/ Contract Value and for entire period of the contract and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India. Bidders are to note that payment will be released only against submission of PBG.

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

28.3. 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.

28.4. 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

29. Online Pre-bid Meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank will hold a pre-bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any bidder shall be entertained/received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's website. Only authorized representative of bidder [maximum two] will be allowed to attend the online Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization to the email IDs mentioned in this RFP i.e., vinodb@unionBankofindia.Bank;praveen.bodanapati@unionBankofindia.Bank;praveen.vegesna@unionBankofindia.Bank;along with details including name, organization, designation, Mobile number, etc. with subject as "On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE". URL for joining the online Prebid meeting will be sent separately to those who have submitted authorization letter within the scheduled date and time. Bidders can have better experience if joined through Microsoft Teams app.

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

30. RFP Clarifications

- 30.1. Queries/clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to: vinodb@unionBankofindia.Bank; praveen.bodanapati@unionBankofindia.Bank; praveen.vegesna@unionBankofindia.Bank; with subject "On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE" as per [Annexure T](#).
- 30.2. The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit Bank's website for clarifications and other communications.
- 30.3. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Any modification of the RFP (amendments/corrigendum), which may become necessary as a result of the queries, shall be made available on Bank's Website www.unionbankofindia.co.in or from government portal eprocure.gov.in or from Bank's e-Procurement Portal <https://ubi.abcprocure.com>. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. 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.

31. Penalty & Liquidated Damages [LD]

31.1. If Successful bidder fails to deliver any or all of the Service[s] 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.

31.2. The Contract price for calculation of LD is project cost.

31.3. The LD will be applicable If Successful bidder fails to deliver any or all of the Service[s] or perform the Services within the time period[s] specified in the RFP/Contract / Agreement. LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the order value.

31.4. Payment shall be made for number of days when FM Resource are available at Bank premises. For the absent period, Bank will not pay the price per day per FM resource quoted in TCO. In addition to that, a penalty of Rs. 5000/- per day will be levied on the selected bidder. Bank will be at discretion to remove FM Resource at any time in case of indiscipline/ negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and Bidder shall provide a replacement in such cases within 5 business days subject to the Major general guidelines for the FM Resources mentioned in RFP, failing which Bank will not pay the price per day per FM resource quoted in TCO, in addition to that, a penalty of Rs. 5000/- per day will be levied on the selected bidder.

31.5. 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 successful bidder.

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

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

31.8. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder.

31.9. 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.

32. Service Level Agreement

32.1. Once the Bid of the successful bidder is accepted by the Bank, 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.

- 32.2. The contract period will be for a period of 1 year, starting from the date of project signoff given by Bank's Officials.
- 32.3. The selected bidder should be ready to execute the service level agreement for the same as per below conditions:
- 32.4. The LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the order value ; beyond which Bank may invoke Termination of Contract, as per Bank's discretion. Further, Bank may terminate the contract [fully/ partially] and may invoke the BG to recover any amount due to Bank.
- 32.5. Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made.
- 32.6. RBI/Regulatory authority may inspect facilities of successful bidder during the contract period as well as up to 2 years beyond the contract period. Inspection is limited to the scope of work agreed upon to this agreement.

33. Payment Terms

- 33.1. No advance payment will be released against purchase order.
- 33.2. The Penalty, Liquidated Damage [LD] will be deducted subject to service level agreement and conditions of this RFP before release of payment.
- 33.3. Successful Bidder agrees that Bank can hold or deduct the amount from its invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- 33.4. All the payments to the bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the services to the satisfaction of Bank for this purpose.
- 33.5. Under no circumstances Bank shall be liable to the successful bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- 33.6. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the successful bidder under the Contract, if the successful bidder has not performed or rendered the Services in accordance with the provisions of the Contract, which the Bank at its sole discretion shall adjudge.
- 33.7. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.

33.8. The bidder's request[s] for payment shall be made to Bank in writing [Invoice] accompanied by the monthly reports/attendance for which payment is being claimed.

34. Authorized Signatory

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

35. 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.

Any increase or decrease in the taxes shall be passed on to the Bank.

36. Tax Deduction at Source

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

Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

37. Rejection of Bid

The Bid is liable to be rejected if:

- ❖ The document does not bear signature of authorized person in each page and is duly stamped.
- ❖ It is received through Fax/ E-mail/ dropped in tender box or submitted in physical copy/hard copy.
- ❖ It is received after expiry of the due date and time stipulated for Bid submission.
- ❖ 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.
- ❖ It is evasive or contains incorrect information.
- ❖ Any form of canvassing/ lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- ❖ Bidder should comply with all the points mentioned in the scope of work, technical specifications, and all other clauses of RFP. Non-compliance of any point may lead to rejection of the bid.
- ❖ Non-submission of EMD/ waiver certificate [if applicable].

38. Modification and Withdrawals of Bid

No bid can be modified or withdrawn by the bidder after 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 confiscation of EMD.

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

39. Power to vary or omit work

No alterations, amendments, omissions, additions, suspensions or variations of the work [hereinafter referred to as variation] under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision hereinafter contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its

instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price.

In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the work order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing to the extent of change in contract price, before the finally selected Bidder[s] proceeds with the change.

40. 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 Order. 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 Order. 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.

41. 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.

42. Waiver of Rights

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

43. RFP Response

All Bids/submissions will become the property of Bank. Bidder 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 Bidders 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 of the Bidder.

Bid properly documented should be submitted on or before stipulated date & time mentioned in the RFP.

44. 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 Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyers' fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

45. Adherence to Cyber Security Systems

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT FM Resource 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.

The FM Resource onboarded to Bank's work need to provide declaration Know Your Employee [KYE] Clause as per Bank's outsourcing policy.

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 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 FM Resource [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 in 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.

46. Confidentiality & Non-Disclosure Agreement

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

- 46.1. To maintain and use the Information only for the purposes of the Contract/Agreement/RFP and only as permitted by the Bank;
- 46.2. 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;
- 46.3. 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
- 46.4. To treat all Information as Confidential Information.
- 46.5. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in [Annexure R](#) within 15 days of issuing the purchase order.

47. Indemnity & Limitation of Liability

- 47.1. Subject to Clause 47.4 below, the bidder [the "Indemnifying Party"] undertakes to indemnify, hold harmless the Bank [the "Indemnified Party"] from and against all claims, liabilities, losses, expenses [including reasonable advocates' fees], fines, penalties, taxes or damages [Collectively called "Loss"] on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity [including the Indemnified Party] attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this RFP or the Agreement.

47.2. 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.

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

47.3.1 Indemnified Party's misuse or modification of the Service;

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

47.3.3 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;

47.3.3.1 Procure the right for Indemnified Party to continue using it

47.3.3.2 Replace it with a non-infringing equivalent

47.3.3.3 Modify it to make it non-infringing.

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

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

47.4.1 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;

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

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

47.4.4 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;

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

47.4.5.1 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

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

47.4.6. 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;

47.4.7. 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;

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

47.4.9. if a Party makes a claim under the indemnity set out under Clause 44.1 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].

Bidder's aggregate liability for actual direct damages shall be limited to maximum of the Contract value provided that this limit shall not apply to 1] indemnity for infringement of intellectual property rights 2] Bodily injury [including death] and damage to real property and tangible personal property caused by bidder's negligence. Bidder shall not in any event be liable for any indirect, or consequential damages or for loss of profit, business, revenue, goodwill, anticipated saving or data, or third party claims except with respect to bodily injury [including death] and damage to real and tangible personal property for which bidder is legally liable or 3] All third party claims for infringement of patent, trade mark, design or copy right arising from use of proposed product/products or any part thereof or 4] indemnity for violation of Confidentiality obligations by the bidder.

For the purpose of this section "contract value" at any given point in time means aggregate value of purchase order placed by Bank under this RFP or the Agreement. 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.

48. 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.

48.1. 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.

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

48.3. 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.

49. 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.

50. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender/RFP 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.

51. Force Majeure

Force Majeure is here in 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:

- 51.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- 51.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- 51.3. Terrorist attacks, public unrest in work area;
- 51.4. 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.

52. Exit Clause

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

- 52.1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 14 days from receipt of purchase order/work order Further, 5% of the Purchase Order/ Contract Value and for entire period of the contract and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligations.
- 52.2. Delay in delivery beyond the specified period.
- 52.3. Delay in completing testing/developing/customization and acceptance tests/ checks beyond the specified periods.
- 52.4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- 52.5. In addition to the termination of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

53. 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/cancel the Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

- 53.1. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 53.2. Laxity in following security standards given by the Bank.
- 53.3. Excessive delay in execution of orders placed by the Bank.
- 53.4. Discrepancies/deviations in the agreed processes and / or products.
- 53.5. Any misrepresentation of information.
- 53.6. Violation of terms & conditions stipulated in this RFP at any point of time during the contract period.
- 53.7. The Successful bidder goes into liquidation voluntarily or otherwise.
- 53.8. if the successful bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.
- 53.9. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 53.10. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or there is 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.
- 53.11. Non-satisfactory performance of the selected bidder during implementation and operation.
- 53.12. 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.
- 53.13. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.

53.14. 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.

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

53.16. Selected bidder is found to be indulging in frauds.

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

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

53.19. In the event of blacklisting by any other Financial Institution.

53.20. In the event of any complaint filed by Law enforcing agency.

53.21. In the event of any case filed against the bidder or its accomplices in any court of law

54. Termination for Default

54.1. The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligations[s] under the Contract.

54.2. In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

55. Termination for Convenience

55.1. The Bank, by written notice of not less than 90 [ninety] days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period [including the notice period].

55.2. In the event of termination of the Agreement for the Bank's convenience, successful bidder shall be entitled to receive payment for the Services rendered [delivered] up to the effective date of termination.

56. Bidder's Obligations

The Bidder / Supplier is responsible for managing the activities of its personnel or employees and will hold itself responsible for any misdemeanours by them.

The Bidder / Supplier will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank. In case of any breach of trust, the Bank may initiate any action as deemed fit entirely at the cost and responsibility of the bidder/supplier.

Bidder / Supplier has to undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claims, penalties expenses, legal liability because of non-compliance of KYE and or misconduct of the employee deployed by the bidder / supplier to Bank.

57. Training

Bidder shall train designated Bank officials on the activities performed in ethical hacking lab.

58. Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by the authorized signatory.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the Bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on Bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

59. Right to Audit

The Bidder shall always whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed, and statutory/ RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry 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.

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 the above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking supply of 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 plans to include, but are not limited to, a review of access and authorization procedures, physical security controls, input/output controls, DataBase 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 FM Resource, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems [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.

60. Audit by Third Party

Bank at its discretion may appoint third party for auditing the activities of On-site Services and operations of entire services provided to the Bank.

Bank or its regulator [i.e. Reserve Bank of India] reserves the right to audit the Bidder in terms of services offered by bidder.

61. Media & Documentation

The vendor is expected to provide Media & Documentation for all the services provided. Latest copy of the required document of availed service may be submitted along with an undertaking on company's letter head stating that it contains valid and legal copy as required by the Bank.

62. 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 resubmit 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.

63. Assignment/ Subcontract/ Consortium

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

In case of subcontracting being permitted by the Bank, the bidder is responsible for all the services provided to the Bank regardless of which entity is conducting the operations.

The bidder is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and Bank can obtain independent audit report for the same.

The bidder should provide subcontracting details to the Bank and if required, Bank may evaluate the same.

The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof. Bidding in consortium is not allowed for this empanelment.

64. 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.

Bidders 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.

65. Compliance with Laws

The Bidder shall observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

66. Corrupt and Fraudulent Practices

As per Central Vigilance Commission [CVC] directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders [prior to or after bid submission] designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

67. RFP Ownership

The RFP and all supporting documentation are the sole property of Union Bank of India and should NOT be redistributed without prior written consent of Union Bank of India. 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 of India when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

68. 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.

69. Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

70. Tender/ RFP Cancellation

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

71. 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.

72. 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.

73. 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. Laws of India will be applicable for dispute resolution.

74. Submission of Bids

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

To
Union Bank of India,
4th Floor, CISO Office,
5-9-11, Dr Pattabhi Bhavan,
Secretariat Road, Saifabad,
Hyderabad - 500004

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

75. Access to Information

- 77.1. Bank reserves the right to inspect and monitor/ access the progress of the services at any time during the course of the Contract / Agreement. Bank may demand and upon such demand being made, Bank shall be provided with any document, data material or any other information, which it may require, to enable it to access the progress of the same.
- 77.2. The selected bidder shall allow Bank or persons authorized, by them to access the necessary documents, records & Service Provider's transaction and other necessary information given to stored or processed by the Service Provider within a period of 7 days from the date of receipt of notice in this regard from the Bank.
- 77.3. The selected bidder is required to extend all necessary co-operations to facilitate access to information.
- 77.4. The Bank reserves the right to inspect and monitor /access the progress/ activities of the services and Complaint Register and other related documents at any time during the course of the contract / agreement. Bank may demand and upon such demand being made, Bank shall be provided with any document, data, material,

Complaint Register or any other information, which it may require, to enable it to resolve any complaint received by Bank.

76. Event of Default

An Event of Default shall be a materially adverse event which shall include but not be limited to data breaches, security breach, denial of service, unauthorized access, unauthorized usage, service unavailability, and such other incident which affect the data security, safety, and interest of the Bank.

77. Reporting of Default

The selected bidder is required to report the Event of Default as defined hereinabove to the Bank within 4 hours of occurrence to enable the Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.

78. Information Security

- 80.1. The bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of the Bank's premises without written permission from Bank. The bidder and its personnel shall follow the Bank's information security policy and instructions on this behalf.
- 80.2. The bidder acknowledges that the Bank's business data and other proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; and the bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by a prudent company to protect its own proprietary information.
- 80.3. The bidder recognizes that the goodwill of Bank depends, among other things, upon keeping such proprietary information confidential and that unauthorized disclosure of the same by the Service Provider could damage the Bank's goodwill/reputation.
- 80.4. By reason of its duties and obligations hereunder, the successful bidder may come into possession of such proprietary information, even though the successful bidder does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract / Agreement. The successful bidder shall use such information only for the purpose of performing the Service(s).
- 80.5. The Service Provider shall, upon termination of the Contract / Agreement for any reason, or upon demand by Bank/ Purchaser, whichever is earliest, return any and all information provided to the bidder by Bank, including any copies or reproductions, both hardcopy and electronic.

79. Delays in the Vendor's performance in successful implementation

Delivery of the software licenses and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP /Contract. Any delay in performing the obligation /defect in performance by the vendor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

80. Price Validity

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

81. Right to Alter Quantities & repeat orders

Bank will maintain the commitment of minimum quantity of licenses subscribed through initial purchase order.

The Bank, at its discretion may place repeat orders up to 25% of ordered quantity based on the requirement of the Bank during the contract period. All such repeat orders will be based on the prices and terms & conditions as agreed upon for the main contract.

82. Governing Law and Disputes

(Applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the Bank and the Bidders out of or in connection with this RFP or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. However, if the disputing parties are not able to solve them amicably, party (Union Bank of India or Vendor), may give written notice to other party clearly setting out therein specific dispute(s) and/or difference(s) and the same shall be referred to a sole arbitrator mutually agreed upon (as per the Arbitration and Conciliation Act, 1996), and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

83. No Price Variation

The commercial offer shall be on a fixed price basis for 2 years. No price variation should be asked for relating to increases/decrease in customs duty, excise tax, other taxes and foreign currency price variation etc. during offer validity period.

Similarly, there should not be any price variation relating to increase in customs duty, excise tax, other taxes and foreign currency price variation etc., during contract period. However, during contract period, if there is any reduction in government levies / taxes, the same shall be passed on to the Bank.

During contract period, the increase or decrease in GST and any new tax levied by Government for the services subscribed by the Bank under this tender will be to the Bank's account.

84. Reverse Data Shifting

In the event of completion of the contract in normal course or on termination of contract, bidder shall shift the data back to Bank's or any of its designated 3rd party's on-premise/ cloud hosted infrastructure. The bidder should sort out operability issue, if any, for smooth shifting of such data.

85. Other Terms and Conditions of RFP

88.1. 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.

88.2. 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.

88.3. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services,

as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- 88.4. All terms and conditions, payments schedules, time frame for expected service levels as per this RFP 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 conforming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 88.5. 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.
- 85.6. 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.

Section VII: ANNEXURES

Annexure A - Letter of Acceptance

[Letter to the Bank on the bidder's letterhead]

To

Union Bank of India,
4th Floor, CISO Office,
5-9-11, Dr Pattabhi Bhavan,
Secretariat Road, Saifabad,
Hyderabad - 500004

Dear Sir,

Sub: Request for Proposal [RFP] for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Ethical Hacking Lab activity services as detailed in your above referred in RFP.

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

We hereby undertake that the equipment to be delivered to the Bank will be brand new including all components and that software is licensed and legally obtained.

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 offer in full or in part without assigning any reasons whatsoever.

The deviation, if any, has been given in the [Annexure P](#) - Declaration of Compliance attached.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- 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.
- If our bid is accepted, we are to be responsible for the due performance of the contract.
- 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.

- Bidder means the bidder who is decided and declared so after examination of commercial bids.
- We enclose Demand Draft/Bank Guarantee for Rs. 2.00 lakhs (Rupees Two Lakhs Only) favoring Union Bank of India and payable at Hyderabad, towards bid security, details of the same is as under:

No. :

Date :

Name of Issuing Bank :

Or

MSE/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.

Dated at _____ this _____ day of _____ 2024

Yours faithfully,

For _____

Signature _____

Name _____

Authorized Signatories
[Name & Designation, seal of the firm]

Annexure B - Bidder's Profile Format**Ref: RFP-CCoE-CISO-Mar-2024**

S. No.	Particulars	Response	
1	Name of the Firm/ Company		
2	Year of Incorporation in India		
3	Name of the Partners/ Directors		
4	Address of Firm/ Company		
	Head Office		
	Local/ Branch Office in Hyderabad		
5	Authorized Contact Person		
	Name & Designation		
	Telephone / Mobile Number		
	E-Mail Id		
6	Financial Parameters	[Mention the figures in INR only]	
	[Only company figures need to be mentioned. Do not to include group/ subsidiary Company figures]. Enclose copies of Audited Balance Sheets.		
	Business Results [Last Three Financial Years]	Annual Turnover [Rs. in Lakhs]	Annual Networth [Rs. in Lakhs]
	2022-23		
	2022-21		
	2021-20		
7	PAN Number		
8	GST Number		
9	MSME/ Udyog Aadhaar Certificate No.		
10	Escalation Matrix [Level Wise details]	Name, Contact Number, Email Address	

*Note: The relevant supporting documents should be attached without which the offer is liable for rejection.

Dated this..... Day of 2024

[Signature]

[In the capacity of]

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

Annexure C - Eligibility Criteria Compliance with Supporting Documents

Only those bidders fulfilling the below mentioned criteria should respond to the RFP.

S. No.	Criteria	Documents to be submitted
1	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 15 years from the date of issuance of RFP.	<ul style="list-style-type: none"> ✓ Certificate of Incorporation if it is company. ✓ Registration certificate and Partnership deed for partnership firms or limited liability partnership (LLPs).
2	The bidder should have minimum annual turnover of Rs. 8.00 Crs and should be a profit-making company and with positive net worth in each of the last three financial years i.e., FY2022-23, FY2021-22 and FY2020-21 as per the audited balance sheet available at the time of submission of tender.	Enclosed Copies of the audited balance sheet and Profit & Loss Statement of the company
3	The companies or firms, bidding for the above tender, should not be blacklisted 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 blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been removed from the blacklist as on date of submission of the tender, otherwise, the bid will not be considered.	Undertaking to be submitted as per Annexure- Q
4	The bidder should be in the business of Cyber Security from at least 5 years as on 31.12.2023 i.e. on or before 31.12.2018	Bidder needs to submit the Purchase Order/Work Order /Engagement Letter/any other verifiable document received from client
5	The bidder should be empanelled with Cert-IN as on date of submission of bid	Certificate of empanelment
6	The bidder should have provided at least 5 cyber security services pertaining to Vulnerability Assessment/ Penetration Testing/ Ethical Hacking to at least 5 organizations of Central Govt./ State Govt./ PSUs/ PSBs in India including 1 Scheduled Commercial Bank in the last three years (period: 01-01-2020 to 31-12-2023)	Bidder needs to submit the Purchase Order along with evidence of implementation/service.

7	<p>The bidder should have at least 50 full time employees with the bidder every year on 1st January for the past 5 years (period: 01-01-2018 to 31-12-2023)</p>	<p>Annexure - W to be submitted by the bidder signed by the Authorized signatory of the bidder</p>
8	<p>The FM Resource to be deployed at Bank under RFP should meet following criteria: -</p> <p>1) Should be a graduate in any stream and, must have good communication skills with fluency in English language.</p> <p>2) Should have any of three valid and live certifications out of ten following globally recognized certifications including OSCP certificate mandatorily (as on date of bid submission): -</p> <ul style="list-style-type: none"> ➤ Offensive Security Certified Professional (OSCP) by Offensive Security ➤ Certified Information Systems Auditor (CISA) by ISACA ➤ Certified Information Systems Security Professional (CISSP) by (ISC)² ➤ GIAC Penetration Tester (GPEN) by the Global Information Assurance Certification (GIAC) ➤ Certified Information Security Manager (CISM) by ISACA ➤ Certified Penetration Testing Consultant (CPTC) by Mile2 ➤ Certified Penetration Testing Engineer (CPTE) by Mile2 ➤ Certified Ethical Hacker (CEH) by EC-Council ➤ Computer Hacking Forensic Investigator (CHFI) certification by EC-Council ➤ CompTIA Pen Test+ by Pearson VUE (Pearson Virtual University Enterprises) <p>3) FM Resource age must be in between 25-40 years as on date of bidding.</p> <p>4) Should have been engaged in full time assignments like red teaming, ethical</p>	<p>Relevant documents to be submitted.</p>

	hacking, threat hunting, SOC management, VAPT, etc in past 5 years. 5)They should be on permanent pay roll of the bidder for at least 02 years as on date of bid submission.	
9	The bidder should provide undertaking mentioning DIN of Directors that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Undertaking from bidder is required

Note: Vendors/bidder/FM Resource who do not fulfil the above criteria or who fail to submit proof will be rejected ab initio. Copies of relevant sealed and self-certified documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria as per Annexures. Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any misrepresentation will entail rejection of the offer. All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.

Place:

Date:

Authorized Signatory

Name:

Designation:

Seal of Company

Annexure D - Un-priced Indicative Commercial Bid**Un-priced Commercial Bid for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities****under CISO/CCOE**

Sl. No.	Description	Quantity	Amount [in Rs.]
1	Facility Management Support (FMS) for 1 year	2	XX
2	Installation, configuration and license cost of tool (Burp Suite Professional) for ethical hacking lab for 1 year	6	XX
Total Cost of Ownership [TCO]:			XXXXXX

Total Cost of Ownership [TCO]: Total Cost for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE for 1 year	XXXXXXXXXX
Amount in words: _____	

Note:

- Unit price of each item and TCO must be quoted in Indian Rupees and in WORDS AND FIGURES.
- In case of any discrepancy, unit price quoted in words will be considered for computation of TCO.
- Prices quoted by the bidder should be in Indian Rupees and exclusive of all applicable Taxes i.e., GST [CGST/SGST/IGST]. GST will be paid on actual on production of invoice.
- Bidder must show the bifurcation/details of applicable GST [CGST/SGST/IGST] in every invoice. Any upward / downward revision in GST will be borne by Bank.
- Cost comparison will be on the basis of TCO.
- Bank will not pay any Labour charges for transportation, installation of environmental software, if any, miscellaneous charges, configuration/reconfiguration, integration separately. All such costs, if any, should be absorbed in the above TCO. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
- L1 will be decided on TCO. In Case of discrepancy for number of licenses or list of software proposed, Bank may go for normalization process.
- Bidder has to quote quantity of software/tools as per the Bank's requirement. Break up

of list of software should also be provided on [Annexure N](#).

9. Payment will be made as per the payment terms mentioned in this RFP.

10. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions of items are allowed. Any deviations may lead to disqualification of the offer.

Date:

Authorized Signatory

Name:

Designation:

Seal of Company

Annexure E - Indicative Commercial Bid**Indicative Commercial Offer for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE**

[To be submitted to the Bank on the bidder's letterhead]

[Only successful bidder is required to submit price breakup as per this commercial bid]

Sl. No.	Description		Amount [in Rs.]
1	Facility Management Support (FMS) for 1 year	2	
2	Installation, configuration and license cost of tool (Burp Suite Professional) for ethical hacking lab for 1 year	6	
Total Cost of Ownership [TCO]:			

Total Cost of Ownership [TCO]:

Total Cost for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE for 1 year

Amount in words:**Note:**

- Unit price of each item and TCO must be quoted in Indian Rupees and in WORDS AND FIGURES.
- In case of any discrepancy, unit price quoted in words will be considered for computation of TCO.
- Prices quoted by the bidder should be in Indian Rupees and exclusive of all applicable Taxes i.e., GST [CGST/SGST/IGST]. GST will be paid on actual on production of invoice.
- Bidder must show the bifurcation/details of applicable GST [CGST/SGST/IGST] in every invoice. Any upward / downward revision in GST will be borne by Bank.
- Cost comparison will be on the basis of TCO.
- Bank will not pay any Labour charges for transportation, installation of environmental software, if any, miscellaneous charges, configuration/reconfiguration, integration separately. All such costs, if any, should be absorbed in the above TCO. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
- L1 will be decided on TCO. In Case of discrepancy for number of licenses or list of software proposed, Bank may go for normalization process.
- Bidder has to quote quantity of software/tools as per the Bank's requirement. Break up of list of software should also be provided on [Annexure N](#).

9. Payment will be made as per the payment terms mentioned in this RFP.

10. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions of items are allowed. Any deviations may lead to disqualification of the offer.

Date:

Authorized Signatory

Name:

Designation:

Seal of Company

Annexure F - Bid Security Declaration

To
Union Bank of India,
Cyber Security Centre of Excellence,
4th Floor, CISO Office,
5-9-11, Dr Pattabhi Bhavan,
Secretariat Road, Saifabad,
Hyderabad - 500004

Dear Sir,

Sub: On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE

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 become successful bidder and if:
 - a) we fail to execute Contract within the stipulated time.
 - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

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

Annexure G - Bank Guarantee for EMD

Date:

To

Union Bank of India,
Cyber Security Centre of Excellence,
CISO Office, 4th Floor, CO Annex,
Dr Pattabhi Bhavan, Saifabad
Hyderabad-500004.

Dear Sirs,

M/s _____ having their registered office at _____ [hereinafter called the 'Bidder'] wish to respond to the Request for Proposal [RFP] for "On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE" 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. 4,00,000/- [Rupees Four Lakhs 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 if the Bidder:

1. Withdraws its bid during bid validity period
2. Refuses to honour indicative commercial bid.
3. Refuses to accept empanelment order/ purchase order or having accepted the empanelment order/ 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. 4,00,000/- [Rupees Four Lakhs 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. 4,00,000/- [Rupees Four Lakhs Only].
2. This Bank guarantee will be valid up to _____; and 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]

Annexure H - Letter for Refund of EMD

LETTER FOR REFUND OF EMD [To be submitted by the unsuccessful bidders]

Date:

To
Union Bank of India,
Cyber Security Centre of Excellence,
CISO Office, 4th Floor, CO Annex,
Dr Pattabhi Bhavan, Saifabad
Hyderabad-500004.

Dear Sir,

Ref: RFP-CCoE-CISO-Mar-2024

We _____ [Company Name] had participated in the RFP for “On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE” and we are an unsuccessful bidder.

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

Sl. 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.

Annexure I - Certificate for EMD waiver for MSE/NSIC Firms
[on Letter head of Chartered Accountant]

Date:

Ref: RFP-CCoE-CISO-Mar-2024

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 31.03.2023. Further we certify that the Company is classified under MSE as per MSMED Act 2006 and further amendments [if any].

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

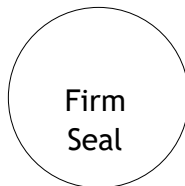
Chartered Accountant Firm Name

Signature

Name

Reg. No

VID No.



Annexure J - Format of Performance Bank Guarantee

[Covering Delivery obligations]

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This Bank guarantee should be furnished on stamp paper value as per Stamp Act. [not less than Rs.500/-].
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 14 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 Union Bank of India by the Issuing Bank under Registered Post with Acknowledge Due.

To

Union Bank of India,
Cyber Security Centre of Excellence,
CISO Office, CO Annex,
Dr Pattabhi Bhavan, Saifabad,
Hyderabad-500004

Dear Sir,

In consideration of Union Bank of India, Cyber Security Centre of Excellence, CISO Office, CO Annex, Dr Pattabhi Bhavan, Saifabad, Hyderabad-500004, placing an order for On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE & 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 for "On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE" 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 with 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 affected 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 [Rupees Only]
- 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]

Annexure K - Pre Contract Integrity Pact

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 Information Technology 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

_____ (Bidder) represented by _____, (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 Supply, Installation, Commissioning & Maintenance of VATs on OPEX (Rental) Model Under Rate Contract 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 take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

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

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 to be 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

BIDDER * /SELLER*

Signature:

Signature:

General Manager/Dy G M,

Authorized Signatory (*)

Union Bank of India,
.....Division

XYZ PVT LTD

Date:
Stamp:

Date:
Stamp:

Witness

Witness

1. _____

2. _____

1. _____

2. _____

(*) - Authorized signatory of the company who has also signed and submitted the main bid
Annexure L - Business Rules for Reverse Auction

RFP for Bank's On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the **Request for Proposal (RFP) for On-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE**

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:

Only vendors 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).
 - 5.2.3 Excluding of GST/CGST/SGST/IGST.
 - 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 Transportation and Forwarding charges to respective sites.
 - 5.2.7 Training costs for the product/service/equipment if and as defined in RFP.
 - 5.2.8 Service Level Agreement (SLA) costs as defined in RFP for applicable period.
 - 5.2.9 Facility Management/infrastructure support costs as defined in RFP.
- 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/empanelled 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 decrementally 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 binding.

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.

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:

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,
Cyber Security Centre of Excellence,
CISO Office, CO Annex,
Dr Pattabhi Bhavan, Saifabad,
Hyderabad-500004

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 we shall forfeit the EMD. 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 | 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: _____

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

Exhibit -B

Union Bank of India,
Cyber Security Centre of Excellence,
CISO Office, CO Annex,
Dr Pattabhi Bhavan, Saifabad,
Hyderabad-500004

- 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 we will forfeit the EMD. 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: _____

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,

Union Bank of India,
Cyber Security Centre of Excellence,
CISO Office, CO Annex,
Dr Pattabhi Bhavan, Saifabad,
Hyderabad-500004.

Sir,

Subject: Agreement to the process related Terms and Conditions for the online Reverse Auction for Request for Proposal (RFP) for Supply, Installation, Implementation & Maintenance of Penetration Testing (PT) tools and deployment of FM resources for management & conducting Penetration Testing for Web Applications / Network / Mobile Applications, Database Review

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 E](#) within 24 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: _____

Annexure M - 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 FM 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, 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 _____

Verified above signature

Signature of Competent Authority _____

Date _____

Annexure N -Name/Number of tools proposed with license and open-source tools

Date:

The Chief Information Security Officer
 CISO Office,
 Union Bank of India,
 2nd floor, Technology Centre,
 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
 Powai, Andheri (East),
 Mumbai-400072

Sub: Request for Proposal (RFP) for on-boarding of two FM resources and Software (subscription based) for Conducting Ethical Hacking Lab Activities under CISO/CCOE

Following tools will be used for Ethical Hacking Lab Activities:

Name of the tool	To be Used for Ethical Hacking Lab Activities	OEM	Licensed / Open Source	With Support / Without Support

*No of Rows may be added, if required, for notifying the tools (Licensed /Open Source) which will be deployed by the bidder.

Authorized Signatory

Name:

Designation:

Annexure O - Compliance to RFP Terms & Conditions**Compliance to RFP Terms & Conditions - Ref: RFP-CCoE-CISO-Mar-2024**

Sl. No.	Description	Bidder's Compliance [Yes/ No]
1	Introduction	
2	Objectives	
3	Invitation to Bidders	
4	Definitions	
5	Eligibility Criteria	
6	Requirement	
7	Scope of Work	
8	Payment Schedule:	
9	Two Part Bid System	
10	Technical Bid	
11	Technical Bid Evaluation	
12	Indicative Commercial Bid	
13	Indicative Commercial Bid Evaluation	
14	Contract Period	
15	Cost of Bidding	
16	Language of Bid	
17	Period of Validity of Bids	
18	Amendment of Bidding Documents	
19	Authorization to Bid	
20	Bid Security/ EMD [Refundable]	
21	Performance Bank Guarantee [PBG]	
22	Online Pre-bid Meeting	
23	RFP Clarifications	
24	Liquidated Damages [LD]	
25	Service Level Agreement	
26	Payment Terms	
27	Authorized Signatory	
28	Taxes and Duties	
29	Tax Deduction at Source	
30	Rejection of Bid	
31	Modification and Withdrawals of Bid	
32	Power to vary or omit work	
33	No Commitment to Accept Lowest bid or Any Tender	
34	Erasures or Alterations	
35	Waiver of Rights	
36	RFP Response	
37	Patent Rights	
38	Adherence to Cyber Security Systems	

39	Confidentiality & Non-Disclosure Agreement	
40	Indemnity & Limitation of Liability	
41	Intellectual Property Rights	
42	Non-Transferable Offer	
43	Responsibility for Completeness	
44	Force Majeure	
45	Exit Clause	
46	Termination of Contract	
47	Termination for Default	
48	Termination for Convenience	
49	Supplier's Obligations	
50	Training	
51	Minimum Wages	
52	Audit	
53	Audit by Third Party	
54	Media & Documentation	
55	Normalization of Bids	
56	Assignment/ Subcontract/ Consortium	
57	Conflict of Interest	
58	Compliance with Laws	
59	Corrupt and Fraudulent Practices	
60	RFP Ownership	
61	Proposal Ownership	
62	Information Ownership	
63	Tender/ RFP Cancellation	
64	Publicity	
65	Arbitration	
66	Dispute Resolution & Jurisdiction	
67	Other Terms and Conditions of RFP	
68	Submission of Bids	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure P - Declaration for Compliance

Declaration of Compliance - Ref: RFP-CCoE-CISO-Mar-2024

All Terms and Conditions

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:

Scope of Work

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]

Annexure Q - Undertaking by Bidder

[To be submitted by all Bidders on the letterhead duly signed by an authorized signatory]

To
Union Bank of India,
Cyber Security Centre of Excellence [CCoE],
4th Floor, CISO Office,
5-9-11, Dr Pattabhi Bhavan,
Secretariat Road, Saifabad,
Hyderabad - 500004

Dear Sir,

Ref: RFP-CCoE-CISO-Mar-2024

We _____ [bidder name], hereby undertake that-

- As on date of submission of this proposal for RFP, we are not **blacklisted** by the Central Government/ any of the State Governments/ Public Sector Undertaking [PSUs] in India or any Financial Institution in India.
- We also undertake that; we were never 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 Signatory

Name:

Designation:

Date:

Place:

Annexure R - Confidentiality/ Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT [the “Agreement”] entered into on this _ day of 2024 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 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/ IS/ CS 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 favour of M/s. -----.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

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

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

2. Confidentiality:

- 2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality here under the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.
- I. Disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
 - II. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
 - III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement [existing or possible] between the disclosing party, its clients or itself in connection with any project/assignment; or
 - IV. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

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

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

3. Return or destruction:

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

4. Permitted disclosure:

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

5. Ownership of Information:

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

6. No Representation:

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

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favour 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 3 years beyond contract period. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one-month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Indemnity

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

14. Modification

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

15. 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.

16. 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 email/ fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

17. 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.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ 2024.

Signed and delivered by
M/s _____
Signed by:
Name
Title in the
presence of
.....

Signed and delivered by
Union Bank of India
Signed by:
Name
Title.....
in the presence of
.....

Annexure S - Reference Site Details

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

Please provide reference details in the format defined below:

Name of the Bank / Financial Institution [Client Name]	
Address of the Bank / Financial Institution	
Brief description of the nature of business / process handled.	
Contact Details [At least two contacts details of senior staff of the client are to be provided for each reference].	Contact 1
Contact 1	
Name:	
Designation:	
Landline No.:	
Mobile No.:	
E-mail id:	
Contact 2	
Name:	
Designation:	
Landline No.:	
Mobile No.:	
E-mail id:	
Description of the services provided	
Duration of assignment including start date and end date.	
Approximate value of service	

Dated this..... Day of 2024

[Signature]

[In the capacity of]

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

Annexure T - Pre-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

Place:

Date:

Signature:

Name & Designation:

Business Address:

Annexure U - 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

Union Bank of India,
Cyber Security Centre of Excellence [CCoE],
4th Floor, CISO Office,
5-9-11, Dr Pattabhi Bhavan,
Secretariat Road, Saifabad,
Hyderabad - 500004

Dear Sir,

Ref: RFP-CCoE-CISO-Mar-2024

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 fulfils 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 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 fulfils all requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by competent authority shall be attached]

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Annexure V - Undertaking for Information Security

[This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory]

Place:

Date:

To

Union Bank of India,
Cyber Security Centre of Excellence [CCoE],
4th Floor, CISO Office,
5-9-11, Dr Pattabhi Bhavan,
Secretariat Road, Saifabad,
Hyderabad - 500004

Dear Sir,

Ref: RFP-CCoE-CISO-Mar-2024

We hereby undertake that the deliverables/ software shall be free of malware, free of any obvious bugs and free of any covert channels in the code [of the version of the application being delivered as well as any subsequent versions/ modifications done]

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

Annexure W - Confirmation letter for the eligibility criteria point No. 7

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

Place:

Date:

To,

Chief Information Security Officer
Union Bank of India,
CISO office,
2nd Floor, Technology Centre, 1/1 Adi Shankaracharya Marg,
Near Registrar of Shipping, Powai, Andheri (East)
Mumbai - 400072

Sir,

Subject: Confirmation for the point No. 7 in the eligibility criteria mentioned in the RFP.

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the RFP and confirm our agreement to them.
3. We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
4. We also confirm that we have more than 50 full time employees with the us every year on 1st January for the past 5 years (period: 01-01-2018 to 31-12-2023).

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: _____