Request for Proposal (RFP) for Supply, Installation, Configuration, Integration, Maintenance and Support of CIMS-ADF (Centralized Information Management System) Solution

Union Bank of India, Department of Information Technology
1/1A, Technology Center, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai, Andheri East, Mumbai - 400072
Disclaimer

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

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

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

Procedure for submission of E-tender by bidder:

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

1. Register your company in website https://ubi.abcprocure.com for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on Organization name is required, if bidder want to participate on behalf of his/her Company.
3. Pay Earnest Money Deposit (i.e. EMD) through Demand Draft (i.e. DD)/Bank Guarantee (i.e. BG) and upload the scan copy in website.
5. **Primary Contact Numbers:**
   - M: 079-68136829, jaymeet.rathod@eptl.in
   - Vinayak Khambe: 079-68136835, vinayak.k@eptl.in
   - Nadeem Mansuri: 079-68136853, nadeem@eptl.in
   - Nandan Valera: 079-68136843, nandan.v@eptl.in
   - Hemangi Patel: 079-68136852, hemangi@eptl.in
   - Kanchan Kumari: 079-68136820, kanchan.k@eptl.in
   - Deepak Narekar: 079-68136863, deepak@eptl.in
   - Anshul Juneja: 079-68136840, anshul.juneja@eptl.in
   - Salina Motani: 079-68136831, salina.motani@eptl.in
   - Sujith Nair: 079-68136857, sujith@eptl.in
   - Devang Patel: 079-68136859, devang@eptl.in

6. **Alternate Contact No.:** Mr. Yashrajsinh Rathod: 079-68136815, 9879996111, yashrajsinh@auctiontiger.net.

7. **System requirement for online bid submission:**
   - Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
   - Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.

Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

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

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

<table>
<thead>
<tr>
<th>Abbreviations</th>
<th>Description</th>
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<tbody>
<tr>
<td>ADF</td>
<td>Automated Data Flow</td>
</tr>
<tr>
<td>AMC</td>
<td>Annual Maintenance Contract</td>
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<tr>
<td>ATS</td>
<td>Annual Technical Support</td>
</tr>
<tr>
<td>BFSI</td>
<td>Banking, Financial Services and Insurance</td>
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<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>CIMS</td>
<td>Centralized Information Management System</td>
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<tr>
<td>CPU</td>
<td>Central Processing Unit</td>
</tr>
<tr>
<td>DC</td>
<td>Data Center</td>
</tr>
<tr>
<td>DIT</td>
<td>Department of Information Technology</td>
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<tr>
<td>DR</td>
<td>Disaster Recovery</td>
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<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
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<tr>
<td>I/O</td>
<td>Input / Output</td>
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<tr>
<td>IP</td>
<td>Intellectual Property</td>
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<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>KYE</td>
<td>Know Your Employee</td>
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<tr>
<td>LoI</td>
<td>Letter of Intent</td>
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<tr>
<td>MIS</td>
<td>Management Information Systems</td>
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<tr>
<td>NDA</td>
<td>Non-Disclosure Agreement</td>
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<tr>
<td>NSIC</td>
<td>National Small Industries Corporation</td>
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<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
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<tr>
<td>OSD</td>
<td>Original Software Developer</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
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<tr>
<td>PSB</td>
<td>Public Sector Bank</td>
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<tr>
<td>PSU</td>
<td>Public Sector Undertaking</td>
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<tr>
<td>RAM</td>
<td>Random Access Memory</td>
</tr>
<tr>
<td>RBI</td>
<td>Reserve Bank of India</td>
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<tr>
<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>RO</td>
<td>Regional Office</td>
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<tr>
<td>ROI</td>
<td>Rate of Interest</td>
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<tr>
<td>SI</td>
<td>System Integrator</td>
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<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
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<tr>
<td>TCO</td>
<td>Total cost to Ownership</td>
</tr>
<tr>
<td>TO</td>
<td>Technical Offer</td>
</tr>
</tbody>
</table>
### Schedule of Events & Bid Details

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of issue of RFP</td>
<td>29.08.2019 at 11.00 Hours</td>
</tr>
<tr>
<td>Pre bid meeting</td>
<td>05.09.2019 at 11.00 Hours (at the venue mentioned for opening of bids)</td>
</tr>
<tr>
<td>Last date and time for submission of query</td>
<td>06.09.2019 by 17:00 Hours</td>
</tr>
<tr>
<td>Last date and time for downloading of RFP</td>
<td>20.09.2019 by 15:00 Hours</td>
</tr>
<tr>
<td>Last date and time for submission of Bidding Document</td>
<td>20.09.2019 by 16:00 Hours</td>
</tr>
<tr>
<td>Date and Time of Technical Bid Opening</td>
<td>20.09.2019 at 16:15 Hours</td>
</tr>
<tr>
<td>Place of opening of Bids</td>
<td>Union Bank of India, Department of Information Technology (5th Floor), Technology Centre, Adi Shankaracharya Marg, Opp Powai Lake, Powai, Mumbai-400072.</td>
</tr>
<tr>
<td>Address &amp; Contact Numbers</td>
<td>As above Tel:(022) 25710507/528/547</td>
</tr>
<tr>
<td>Cost of RFP</td>
<td>Rs.2,500/- (Rupees Two Thousand Five Hundred Only) in the form of Demand Draft in favour of Union Bank of India, payable at Mumbai.</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs.8,00,000/- (Rupees eight Lac only) in the form of Demand Draft in favour of Union Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India valid for Six months from the date of issue of RFP with minimum claim period of 60 days.</td>
</tr>
<tr>
<td>Performance Bank Guarantee (PBG)</td>
<td>Successful bidder has to submit PBG equivalent amount of 10% of Contract value for the contract period.</td>
</tr>
<tr>
<td>Contact details</td>
<td>Interested Bidders are requested to send the email to: <a href="mailto:vikram.gaikwad@unionbankofindia.com">vikram.gaikwad@unionbankofindia.com</a>, <a href="mailto:sanjiejiv@unionbankofindia.com">sanjiejiv@unionbankofindia.com</a>, <a href="mailto:kabitapattnaik@unionbankofindia.com">kabitapattnaik@unionbankofindia.com</a> 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., Fax No., email address, Mobile No. etc.</td>
</tr>
</tbody>
</table>

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

Union Bank of India, a Public Sector Bank has its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, and having Department of Information Technology at 1/1A, Adi Sankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072. The Bank has 4300+ branches spread across the country.

2. Integrity Pact (IP)

Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for value of Rs 1.50 Crore not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure K for strict compliance.

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

a. Mr. B Ravichandran, IRS (C&CE) (Retd.),
   E-mail- bravi1958@gmail.com
b. Mr. Ashwani Kumar,
   E-mail- ashwani_ashwani1@yahoo.co.in

Integrity Pact (IP) should be submitted with Mr. Vikram Gaikwad (022-25710507) or Mr. Sanjiiev Kumar (022 - 25710528) of Procurement Department, DIT at the address mentioned in place of opening of bids.

3. Definition

3.1. Union Bank of India (hereinafter called as “Bank” or “the Bank”) invites proposals from experienced and eligible Bidders for Supply, Installation, Customization, Maintenance and Support of Centralized Information Management System (CIMS) solution.

3.2. ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Union Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include it successors and permitted assigns.
3.3. ‘RFP’ means this Request for Proposal prepared by Union Bank of India for Supply, Installation, Customization, Maintenance and Support of Centralized Information Management System (CIMS) solution.

3.4. ‘Bidder’ means a vendor submitting the proposal in response to this RFP.

3.5. ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.

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

4. Objectives of the RFP

4.1. Union Bank of India (hereinafter called as “Bank” or “the Bank”) invites proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) for Supply, Installation, Customization, Maintenance and Support of CIMS solution for a contract period of 5 years.

5. Invitation of Tender Bids

5.1. Union Bank invites tenders comprising of Eligibility, Technical and Commercial bid from experienced bidders having proven capabilities for supply, customization, installation, commissioning & maintenance of CIMS Solution. The selected bidder is required to adhere to the terms of this RFP document and any deviation to the same shall not be acceptable to Bank. Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need to respond.

5.2. This RFP is an invitation for bidder 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.

5.3. 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.

5.4. Any bid received after target date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted
will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

5.5. The Document may be obtained from the Bank at the communication address mentioned in Schedule of Events & Bid Details or can be downloaded from 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.

6. Eligibility Criteria

Only those Bidders who fulfil all the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

6.1. The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure K on plain paper in advance(not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.

6.2. Bidder should be a company registered under Company Act 1956 or 2013/ Public Sector Undertakings (PSU) /Government organization and having business in India during last 3 years. Certificate of incorporation/certificate for commencement of business/other relevant documentary proof is to be submitted.

6.3. Bidder should have minimum annual turnover of Rs. 4.00 Crore each during last three financial years (2016-17, 2017-18 & 2018-19). In case the audited financials for the year 2018-19 is not available, CA Certificate for turnover of 2018-19 / audited financials of 2015-16 should be submitted. This must be the individual company turnover and not that of any group of companies. Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted.

6.4. The bidder should have positive net worth or operating profit in any one of last three financial years (2016-17, 2017-18 and 2018-19). In case the audited financials for the year 2018-19 is not available, CA Certificate for EBITDA of 2018-19 / audited financials of 2015-16 should be submitted. Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.

6.5. The bidder should have relevant experience in terms of MIS-ADF reporting/XBRL/similar solution implementation in at least one scheduled commercial banks/Public sector organisation/State Government/Central Government in India. The bidder has to submit Purchase order /Certificate of performance for the same from clients.
6.6. The bidder should be original equipment manufacturer (OEM) or their authorized partner in India with an authority to do customization/up-gradation during the period of contract with the Bank. Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM/OSD & their authorized partner cannot participate in the RFP. In case, both (OEM & their authorized partner) participate, only bid of the OEM/OSD will be considered.

6.7. The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered. Undertaking on Company’s letterhead as per Annexure P to be submitted by the bidder.

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

7. Scope of Work

7.1. The Bank intends to issue this bid document, hereinafter called RFP, to eligible System Integrators, hereinafter called ‘SI’, to participate in the competitive bidding for appointment of SI for Supply, Installation, Implementation, Integration and Maintenance of RBI’s CIMS-ADF Project. The Bank, for this purpose, invites proposal from System Integrators (SI) for primarily undertaking inter-alia the activities as mentioned in the RFP document, for the Bank in respect of implementing and maintaining the end-to-end RBI’s CIMS-ADF solution finally achieving full integration with RBI Servers. The RBI’s CIMS-ADF solution should support Element based reporting framework. Converter provided by RBI should be made compatible so as to convert return based data format to element based data format by the Bidder. The bidder will also be responsible for conducting/closing VAPT observations of the App/Web/DB servers. The proposed solution should be scalable so as to support legacy applications, if any. The Bidder should be able to develop TRANCHE1, CRILIC, NRLM, NULM and SLBC reports in addition to the CIMS-ADF reports.

7.2. Bank’s MIS system hosts around 150+ legacy reports for RBI and other Regulatory/Statutory Authorities, around 500+ reports for internal use. 25+ Returns are being submitted through XBRL to RBI.
7.3. RBI’s CIMS-ADF project will have a single repository, CIMS-ADF database. All the source systems need to be integrated. For instances where source systems doesn’t exist but the data is required for RBI reporting, gaps must be identified and brought into CIMS-ADF database. There should be no data massaging in CIMS-ADF database. Any data massaging should be done prior to data entering in CIMS-ADF database. Through CIMS-ADF solution Bank should be able to generate reports as per RBI formats without any alterations.

7.4. The proposed ETL tools should pull the data from the various source systems, clean, align, standardize, transform and load based on the Business rules and requirements as specified by the Bank and mapped to the data model customized for the Bank. It must support mixed workloads, multiple loads and should complete the entire ETL exercise and Reports Generation within the time window and at frequency prescribed by Bank. The expected data source to name a few will be CBS System, Treasury, ATM Switch, Internet Banking, Mobile Banking, OFSAA, Reconciliation system, Internal and External rating system, Currency Chest Software, DMS, ALM, IRM, Audit MOC returns, Oracle GL System, CTS, SWIFT, NEFT/RTGS, ECS. The bidder should undertake daily, weekly, monthly extraction, transformation and subsequent loading in the CIMS Database during the contract period. The reports generation must support view/download in multiple formats like PDF, Excel, Word, Text, HTML, XML, XBRL, JSON etc.

7.5. Data Quality

7.5.1. Tools for identifying the data quality issues and resolving the data quality problems are to be provided to have a clean and consistent data in CIMS-ADF. It should support sanitization, cleansing, standardization, de-duplication, enrichment and such other tasks.

7.6. Data Cleaning

7.6.1. The data from the various existing source systems including but not limited to CBS, ATM Switch, Treasury, ALM, IRM etc. will be extracted, transformed and loaded into the CIMS-ADF Database in an automatic process without any manual intervention. Before loading data to the CIMS-ADF Database, the data is to be cleaned and enriched. The primary focus of Bank is on data cleansing and data enriching. Hence the bidder has to provide a tool for cleansing and enriching not limited to a few fields or patterns. The extracted data fields will be minutely checked for partial data, missing data, logical errors, pattern matching for same customer/Household/corporate/group, etc. as well as additional data fields required for the reports to be sent to statutory/ regulatory authorities. The solution should have a report designing tool with a GUI to enable the end user with the flexibility to add/drop data fields/
elements to generate various analytical reports with scheduling facility that are required to be automatically delivered to various authorities.

7.7. CIMS-ADF Database / Repository

7.7.1. CIMS-ADF Database is required to store granular, integrated, cleansed, aggregated & transformed enterprise data for reporting and analysis. The Database should be able to create a centralized repository and capable of handling large volume of highly integrated data and must be scalable. The CIMS-ADF Database should be Central Repository of single source of data and be a single version of truth by integrating and cross-relating relevant information from various existing source systems and future systems for the purpose of query, analysis and reporting of information duly using tools of analysis, transformation and presentation. The proposed CIMS Database should also cater to any additional applications/requirements that the Bank may acquire/implement during the course of the project. The CIMS-ADF Database should support Adhoc Queries, Stored procedures and Reports among various other features for viewing and downloading data in addition to standard reports. The bidder is expected to maintain zero data loss under any circumstances. The system should have facility of storing and processing of frozen data such as Month-end/Quarter-end/Half Yearly data. The solution should enable Bank users to schedule various reports without any programming efforts.

7.7.2. Sizing of the CIMS-ADF Database with reference to hardware will have to be taken by the bidder to ensure high availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements of CIMS-ADF Database as per the terms of the RFP within the timeframe prescribed by the Bank. Sizing, Estimation, Software, Hardware and Operating System specifications are to be provided by the bidder. While sharing the sizing of Hardware, the bidder should consider that the CPU Utilization or Database size should not exceed 70% of total space quoted at any point during the contract period. The same will be verified using daily system logs and a Quarterly Resource Performance Review will be conducted by the vendor and report for the same will need to be shared within 2 weeks after conducting the review. The Resource Performance Report will recommend any precautions or any resource augmentation, if needed along with hardware sizing to be implemented by bank to optimize the performance. The successful bidder shall confirm/certify that the hardware, software & Database licenses, etc. as specified by the bidder is adequate to fulfil bank’s requirements for the whole period of TCO and is as per industry best practices. For sizing, the following information shall be taken into consideration but should not be limited to
7.7.2.1. Number of Branches and Offices - 4600+
7.7.2.2. Number of Branches and Offices - 4600+
7.7.2.3. Number of CASA & TDA Accounts - 8.5 Cr+
7.7.2.4. Number of Advances accounts - 40 Lakhs+
7.7.2.5. Number of Customers - 8 Cr+
7.7.2.6. Average Daily Transactions - 1 Cr
7.7.2.7. Current MIS Database is having month wise data of CASA, TDA and Advances since June 2012 along with latest customer details. The same needs to be incorporated for future use.
7.7.2.8. 2000 Concurrent users logged in, concurrent generation of reports, etc.
7.7.2.9. 10% Year on Year growth of customer base, advances, CASA, etc.
7.7.2.10. Future projects, reports, etc.
7.7.2.11. Periodic backup of data.
7.7.2.13. ETL Volume and frequency of ETL from different data source.
7.7.2.14. Month-end / Quarter-end CIMS database maintenance
7.7.2.15. Separate database for incorporating MOC instructed by auditors during statutory audit to generate audit returns
7.7.2.16. Space in CIMS Database should be available for Bank users for various adhoc jobs.
7.7.2.17. DC & DR Setup including replication.

7.8. Software Lifecycle

7.8.1. Design, development, testing and Implementation, post implementation support of CIMS- ADF Project should include all Software Development Life Cycle activities (SDLC) for data integration, data quality, cross functional analytical requirements of the Bank and as per ISO Standards.

7.9. Facility Management

7.9.1. After implementation of the project, the bidder has to provide onsite support by providing adequate onsite resources on any given day and time, that are qualified and experienced during the whole contract period for system administration, database management, application development/customization. The onsite team will be point of contact to Bank for all service requests, incidents and problems.

7.10. Environment, Licenses & Infrastructure

7.10.1. The Bank will provide hardware required for installation of software. The Bidder has to create maintain a development, test & production environment separately to conduct end-to-end User Acceptance Tests during project implementation and thereafter during the contract period. The Development server sizing should be appropriately done to
ensure smooth development activities to meet the scope and timelines. The testing should be appropriately sized to ensure all types of testing including load testing. However, all the servers except the production server can be leveraged for load testing. The test and development servers should be physically separated from production server. No data from the production should be taken for testing, the data used for the testing should be masked data. The solution provided by the bidder should support Bank’s DC-DR setup and the DR should be exact replica of DC. The licences for OS, Database Software, middleware etc. are to be factored by the bidder.

7.10.2. Bank is already using SQL suite for MIS application. SSIS is the ETL tool & SSRS is the reporting tool. Sharepoint is the web application. The Bidder should leverage the existing setup and take over the Support & Maintenance of existing MIS application.

7.11. Training

7.11.1. Comprehensive training covering all aspects of CIMS-ADF Project including Functional and Technical aspects to be provided to all the identified Bank’s staff. The tentative number of persons to be trained will be a maximum of 12 in 3 batches. This will include technical training, super user training and training materials (both soft copy and hard copy). The same should also be incorporated in the training manual/document. The SI/vendor should provide details regarding Application Software, Database Design, Table Structure, and Application Programming Interface & Protocol etc. so as to give the Bank sufficient insight on working of the application or software and for preparing Adhoc reports. The training for the first batch should be completed before go-live date and for the remaining batches Bank will decide the schedule after confirming with the bidder. The bidder should provide the same without any extra cost.

7.12. Manuals/documentation

7.12.1. Project Documents, User Manuals and Technical manuals are to be provided for all the functionalities/modules/tools proposed for the solution separately. In addition, online help/ FAQs with search option has to be made available for all users for all applications.

7.13. Web Portal

7.13.1. The proposed solution must allow the users from Branches/Zonal Offices/Head Office to build and generate adhoc reports/data based on the aggregated and granular data maintained in CIMS Database. The reports should be made available through Web Portal. Also various daily Reports along with automated Account Statements for internal usage or
to customers sending over Email under various frequency such as Daily/Weekly/Monthly or Adhoc.

7.13.2. Identified ADF & CIMS reports needs to be generated at server level as of CBS EOD data and ready to be downloadable at user level login without generating them in run time. This Portal should be GUI driven that allows the users to drag and drop attributes to build reports, scorecards, generate data, etc. and should enable users to view/download the same in various formats such as excel, XBRL, pdf, csv, xml, etc.

7.13.3. The Web Portal should be device and browser compatible. History of report generation should also be made available in the portal. The web portal should have proper user management module to enable various level of users and allocating access rights to users. Also, the User management module should be capable of integrating with bank’s Active directory.

7.13.4. After the completion of daily ETL process of the bidder, some of the identified reports should be generated automatically through mail, Web Portal etc. Also, these reports should be made available for ready downloading any time, so that the generation of the same is not required. The details of all reports to be developed will be shared by bank to the successful bidder.

7.14. **Automation of Audit Process**

7.14.1. The solution is expected to have the features to cover Audit Process including Pre- MOC for all locations, Post- Zone MOC, Post-Head Office MOC and generate Quarterly/Half-Yearly/Yearly reports.

7.15. **CIMS-ADF Project**

7.15.1. The bidder is expected to implement end-to-end solution for RBI’s CIMS-ADF Project with proper business process re-engineering and re-coding using the new proposed technology and architecture. CIMS-ADF solution should enable users to schedule various reports without any programming efforts.

    The RBI’s CIMS-ADF solution should have the following features but should not be limited to

7.15.2. The solution should have the option for enabling Bank users to schedule the jobs without any programming efforts at any time.

7.15.3. The solution should have secure interface with external systems including RBI systems and other vendor systems.
7.15.4. End-to-end Automation of secured data transmission to Regulatory/Statutory authorities along with secure file transfer/ File upload facility for automatic reporting.

7.15.5. The solution should be capable to generate data/report in the format as required by Regulatory/Statutory authorities including Statistical Data and Metadata Exchange (SDMX) format, XBRL, JSON, ASCII, Text, PDF, Excel, etc.

7.15.6. The solution should be capable to derive data from multiple data sources having satisfied the data integrity and data quality parameters including history data.

7.15.7. The solution should have facility to facilitate digital signature to enable bank to submit/transmit data to regulatory authorities.

7.15.8. The solution should be dynamic and implemented to incorporate any future changes, modification, improvements, etc.

7.15.9. The solution should facilitate data masking of confidential data identified by bank.

7.15.10. The solution should be web based portal incorporating all features with very user friendly GUI.

7.15.11. The RBI’s CIMS-ADF solution should support Element based reporting framework and should be easily integrated into RBI system to achieve end-to-end automated data flow from Bank’s ADF server to RBI’s CIMS server. Converter provided by RBI should be made compatible so as to convert return based data format to element based data format.

7.16. The solution would be implemented at Bank’s Primary Site and DR site.

7.16.1. The application should support high availability for DC and DR. The proposed solution should also provide for DC-DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before.

7.16.2. Proposed solution should have highly scalable architecture. Bidder should also be responsible for creating separate development and UAT environment setup for multiple users simulating near production functionalities.

7.16.3. Bidders should provide comprehensive onsite support during the warranty period of 1 year and subsequent ATS period of 4 years with back to back arrangements with respective OEMs and with response time of 30 minutes and resolution time of 2 hours. The on-site support may be extended further, during the contract period depending on the Bank’s requirement.
7.16.4. Bidder also needs to ensure onsite support for the period of deployment and handover to Bank after necessary training and knowledge transfer to onsite support resources and Bank officials.

7.16.5. Necessary perpetual licenses/proof for the tie-up arrangements with the OEMs is to be provided to Bank.

7.16.6. Bidder should upgrade the CIMS-ADF solution and other related software version whenever there is new version released for such upgrade without any cost to the Bank during the contract period including ATS etc.

7.16.7. Bidder has to carryout hardening of OS (Web/DB/App), patch management activity and other configuration on Web/DB/App, and its related software, etc., periodically (which is provided under this RFP) as per the requirement of the bank and closure of VAPT Observations / audit of the bank during the warranty/ ATS period as per Bank's requirement.

7.16.8. Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit on quarterly basis. The Bidder/ OEM needs to comply with the findings of the VAPT/IS Audit/Secure Coding Practises in terms of the hardware / OS / application/DB provided under this RFP.

7.16.9. Bidder has to guarantee minimum uptime of 99.95% and should be ready to execute service level agreement for the same.

7.16.10. Technical and functional documentation of the entire project should be submitted to Bank in Printed Book, PDF Format as well as DVD form.

7.16.11. Periodic reporting as per the requirements stipulated in this document, as well as Bank policies and guidelines issued from time to time are included in the scope.

7.16.12. The bidder shall propose support & subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports for Severity Level-3 issues.

7.16.13. Detailed process documentation, SOP’s and management of solution should be created and submitted before project signoff.

7.16.14. The successful bidder has to provide the educational as well as background verification of the onsite resources to Bank.
7.16.15. Bidder as part of technical evaluation has to demonstrate Proof of Concept (POC)/presentation of their Application Programming Interface Management solution.

7.16.16. Bidder has to meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory.

7.16.17. Bank is already using SQL suite for MIS application. SSIS is the ETL tool & SSRS is the reporting tool. Sharepoint is the web application.

7.16.18. The proposed solution should support integration with Finacle 10 and any future version of Finacle.

7.16.19. Bidder should specify various requirements upfront, which need to be provided for smooth functioning of the proposed solution. Subsequently, additional requirements will not be entertained. Bidder should ensure compliance with Banks IS audit, any other related audit or regulatory requirements from time to time.

7.17. Availability measurement and performance parameter

7.17.1. Bidder has to provide reports for all availability, performance parameters and log of all issues that have been raised / closed / pending closure by the bidder. The frequency of these reports would be daily, weekly, monthly, quarterly and yearly & event basis. Apart from the reports on each availability and performance measurement parameter mentioned above, the reporting should also include the following:

7.17.1.1. Redo log shipping

7.17.1.2. DC & DR Sync

7.17.2. However, all the availability and performance measurement will be on a monthly basis for the purpose of Service Level reporting.

7.18. Scalability And License Requirements Scalability

7.18.1. If at any stage during these five years, the performance degrades due to any reason, the vendor shall be responsible for taking corrective steps with respect to Software up gradation, customization etc without any additional cost.

7.19. License

7.19.1. The License for the proposed solution provided should be Enterprise wide perpetual user license without any constraint on number of users
etc provided in the above sizing requirements and price for proposed solution is to be quoted in Commercial Bid accordingly.

7.19.2. The bidder has to ensure that the supplied software is legal version and no pirated software should be supplied to the Bank.

8. Support

The successful bidder has to ensure support to Bank in following ways for smooth functioning:

8.1. Onsite Support/facility Management

8.1.1. The bidder should deploy at least two onsite technical experts throughout contract period with adequate skill set and experience for monitoring and management of the proposed solution at Mumbai 8 AM to 8 PM (8 AM to 4 PM & 12 Noon to 8 PM or as desired by bank time to time) from date of Go-Live. However in case of need or emergent situation it must be extended on Sundays/Holidays also. The deputed resources should manage and maintain software as per the agreement. Bank reserves the right to claim change in resource based on the performance of the resources.

8.1.2. The bidder has to provide technical resources as desired by bank for the contract period post go-live. The purchase order will be issued every year based on the requirement of the Bank.

8.1.3. As the TCO is for 2 onsite resources, cost of one onsite resource will be derived proportionately from the TCO of successful bidder.

8.1.4. The technical resources should be competent to handle/ integrate/ Implement/ Test/ Go live with the tools/Application. Onsite resources are expected to perform testing, support, monitoring, implementation, Integration of new Application, Trouble Shooting, reporting, RCA reports, coordination with banks team/s, Audit compliance, any other statutory compliance, Patch Installation, fixes, analytics, fraud risk/rule management & monitoring, day to day CIMS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are illustrative and the details will be shared with successful bidder. Bank reserves the right to claim change in resource based on the performance of the resources.

8.1.5. During the assignment substitution of resources 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 vendor can do so only with the concurrence of the bank by Giving sufficient intimation / notice and by providing alternate staff of equivalent/higher competency. If bank is not satisfied with substitution, bank reserve the right to terminate the onsite contract and recover whatever payments
made by the bank to the vendor during the course of the assignment besides claiming an amount, equal to onsite contract value as liquidated damages

8.1.6. Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.

8.1.7. 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 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/ missed/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder 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.

8.2. Maintenance Support

8.2.1. The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level agreement (SLA). The vendor shall provide service/support on the basis of 24x7. The support includes, inter alia, maintenance, patch management, upgrades and troubleshooting etc.

8.3. Project Management

8.3.1. Successful bidder must appoint a Support Coordination Manager dedicated to the Bank account only, immediately after receiving the work order/ letter of intent. The Coordination Manager should have direct experience of successful end to end implementation/management of CIMS system for at least one comparable project to the Bank’s requirement. The Coordination Manager should be directly and easily accessible to the Bank officials through convenient communication channels like phone/fax/e-mail.
8.3.2. Detail Project review must be conducted during project execution at no additional cost. The vendor will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions. Any document submitted by the vendor should be properly backed up by quality review documents. Extension of contract for support however shall be at the discretion of the bank.

9. Implementation Plan and Schedule

9.1. The Bidder has to provide all Services specified here under and in the Technical, Operational and functional specifications. If the Bank finds that any of the staff of the Bidder assigned to work at the purchaser site is not responsive then the Bidder will be notified, the Bidder should resolve the issue to the satisfaction of the Bank.

The project rollout should be within 6 months from date of Purchase Order in modules as hereunder:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activities</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SRS of CIMS solution</td>
<td>1 Months</td>
</tr>
<tr>
<td>2</td>
<td>Delivery of software/hardware and Enterprise wide perpetual license, installation, customization, configuration and integration</td>
<td>1 Months</td>
</tr>
<tr>
<td>3</td>
<td>Development of CIMS solution</td>
<td>2 Months</td>
</tr>
<tr>
<td>4</td>
<td>User Acceptance testing (UAT), Pilot Run along with Audit review and submission of final report.</td>
<td>1 Months</td>
</tr>
<tr>
<td>5</td>
<td>Full Project implementation/documentation/training and Go-Live</td>
<td>1 Months</td>
</tr>
</tbody>
</table>

10. Instructions for Bid Submission

10.1. Cost of RFP

RFP document can be purchased against payment of Rs.2,500/- (non-refundable) in the form of a demand draft issued by a scheduled commercial bank favoring Union Bank of India payable at Mumbai. In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. Alternatively, the RFP document can be downloaded from the Bank's website www.unionbankofindia.co.in or from www.eprocure.gov.in/ https://ubi.abcprocure.com.
In the event of non-payment of the fee of Rs.2,500/- towards the RFP form, the offer will be rejected.

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.

10.2. Bid Security/EMD

10.2.1. The vendor should deposit bid security of Rs.8,00,000/- (Rupees Eight lac Only) in the form of a demand draft favouring Union Bank of India, payable at Mumbai or Bank Guarantee from scheduled commercial Bank other than Union Bank of India, Bank Guarantee should be valid for minimum 6 months from the date of issue of RFP with claim period of 60 days.

10.2.2. EMD and Integrity Pact (IP) should be submitted with Mr. Vikram Gaikwad (022-25710507) or Mr. Sanjive Kumar (022 - 25710528) of Procurement Department, DIT at the address mentioned in place of opening of bids.

10.2.3. In case of bidders registered with NSIC, they are eligible for waiver of EMD. However, they need to provide valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. Other terms & conditions relating to Bid security is as under:

10.2.3.1. No interest will be payable on the Bid Security/EMD amount.

10.2.3.2. Bid Security of unsuccessful vendors will be refunded to the bidders after completion of the bid process.

10.2.3.3. Bid security of successful vendor will be released after submission of Performance Bank Guarantee equivalent to 10% of the project cost within 30 days from receipt of purchase contract.

10.2.4. Bid Security will be forfeited in the following cases:

10.2.4.1. If a bidder withdraws its bid during the period of bid validity.

10.2.4.2. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
10.2.4.3. In case of any technical issues during reverse auction, if Bank decides to re-conduct reverse auction and any of the shortlisted bidder does not participate in the re-reverse auction at least by way of log in.

10.2.4.4. In case of a successful Bidder, if the Bidder fails.

10.2.4.5. To execute Contract within the stipulated time or

10.2.4.6. To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

The successful Bidders Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per the format mentioned in Annexure- U, Performance Bank Guarantee.

10.3. Language of Bid

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

10.4. Period of Validity of Bid

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.

10.5. Amendment of Bidding Document

Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/covenants by amendment. Clarifications/amendment, if any, will be notified on Bank’s website. No individual communication would be made in this respect.

10.6. Authorization to Bid

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

10.6.2. Bid form as per Annexure B should be signed in full & official seal affixed.

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

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

10.6.5. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel and it should be acceptable to bank.

10.7. Two part Bid

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


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

10.7.5. In the first stage, Integrity Pact (IP) 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. Under the second stage, the INDICATIVE COMMERCIAL BID of only those bidders, whose technical bids are qualified, will be opened.

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

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

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

10.8.2. The following Three original documents is to be submitted to the bank physically as well as online mode on or before last date & time of bid submission:

10.8.2.1. RFP Cost of Rs. 2,500/- (Rupees Two thousand Five hundred Only) in the form of a demand draft issued by a Scheduled commercial bank favoring Union Bank of India, payable at Mumbai.

10.8.2.2. Bid security of Rs. 8,00,000/- (Rupees Eight lac Only) in the form of a demand draft issued by a commercial bank favouring Union Bank of India, payable at Mumbai or Bank Guarantee from commercial Bank other than Union Bank of India as per Annexure T.

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

10.8.2.4. In case of bidders registered with NSIC, who are eligible for waiver of EMD, they need to provide valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

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

10.8.3.1. Annexure A - Letter of Acceptance
10.8.3.2. Annexure B - Bid Form
10.8.3.3. Annexure C - Bidder's Profile Format
10.8.3.4. Annexure D - Eligibility Criteria
10.8.3.5. Annexure E - Compliance to RFP terms & conditions
10.8.3.6. Annexure F - Declaration for Compliance
10.8.3.7. Annexure G - Reference Site Details
10.8.3.8. Annexure H - Un-priced Indicative Commercial Bid
10.8.3.9. Annexure J - Bid Query Format
10.8.3.10. Annexure K - Pre Contract Integrity Pact
10.8.3.11. Annexure L - Technical and Functional Specifications
10.8.3.12. Annexure M - Details Of Hardware & Operating System Requirement
10.8.3.13. Annexure N - Business Rules for Reverse Auction
10.8.3.14. Annexure N (A) - Compliance Statement - Reverse Auction
10.8.3.15. **Annexure N (B)** - Letter Of Authority For Participation In RA
10.8.3.16. **Annexure N (C)** - Undertaking of Process Compliance Statement for RA
10.8.3.17. **Annexure O** - Confidentiality / Non Disclosure Agreement
10.8.3.18. **Annexure P** - Undertaking By Bidder
10.8.3.19. **Annexure Q** - Know Your Employee (KYE)
10.8.3.20. **Annexure R** - Undertaking of Information Security
10.8.3.21. **Annexure S** - Letter for Refund of EMD
10.8.3.22. **Annexure T** - Format of Bank Guarantee for EMD
10.8.3.23. **Annexure U** - Format for Performance Bank Guarantee (PBG)

10.8.3.24. Signed & Sealed copy of all the pages in RFP and corrigendum if any is to be submitted along with the technical bid.

10.8.3.25. Photocopies of relevant documents / certificates as proof in support of various information is to be submitted in aforesaid annexure and other claims made by the vendor.

10.8.3.26. Detail technical specifications/brochures of the required Hardware, Operating System, and Data base.

10.8.3.27. Detailed Architecture of the proposed solution with various features/functions of the system/sub-system including fail-over methodology/strategy at both Primary & DR Site.

10.8.3.28. Documents and brochures pertaining to product that will be deployed in the proposed solution.

10.8.4. 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.

10.8.5. 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.

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

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

10.9. Indicative commercial offer:

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:

10.9.1. The Indicative Commercial Offer should be submitted online at the e-Procurement site https://ubi.abcprocure.com as per Annexure I by way of entering the values at the site. This must contain all prices.

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

10.10. RFP Clarifications

10.10.1. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to vikram.gaikwad@unionbankofindia.com, sanjjiiev@unionbankofindia.com and kabitapattnaik@unionbankofindia.com with subject “RFP Clarifications – CIMS Solution” as per the date given in the schedule of events of this RFP document.

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

10.11. Technical Bid Evaluation

10.11.1. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what
is sought for, like higher version or non availability of the specifications quoted by us, invariably to process the technical offer.

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

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

10.11.4. Bidder as part of technical evaluation may have to demonstrate Proof of Concept (POC)/presentation of their CIMS solution.

10.12. Commercial evaluation process

10.12.1. 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 N and are also available on Bank’s web site.

10.12.2. 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.

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

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

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

10.13. **Rules for Re-Reverse Auction**

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

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

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

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

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

10.14. **Award of contract**

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

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

10.15. **Price Composition**
10.15.1. The commercial bid should be quoted in the indicative commercial bid form attached to this bid.

10.15.2. TCO is for five years including one year warranty, four years ATS for post warranty period of one year from the date of go-live.

10.15.3. Bank will not pay any Labour charges for transportation, Lodging, Road Permit separately. All such costs, if any, should be absorbed in the TCO.

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

10.15.5. The Total cost should be exclusive of all applicable taxes and duties, GST (SGST, CGST & IGST).

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

10.15.7. Arithmetical errors will be rectified on the following basis:
   a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
   b) If there is a discrepancy between words and figures, the amount in words will prevail.
   c) If the bidder does not accept the error-correction, its bid will be rejected, and its bid security i.e. Earnest Money Deposit (EMD) will be forfeited.

11. General Terms

11.1. The tender documents shall be submitted strictly in conformity with the specifications.

11.2. The eligibility will be ascertained first to identify the eligible bidders for evaluation of technical bids. Subsequently the technical bids of eligible bidders will be processed to find the eligible bidders for opening and evaluation of commercial bids. The bids received and accepted will be evaluated by the Bank to ascertain the lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the issuance of order/letter of intent without assigning any reasons whatsoever. The Bank reserves the right to re-tender. The Bank shall not incur any liability to the affected bidder(s) because of such rejection. The Bank shall not be obliged to inform the affected bidder(s) of the ground for the Bank’s rejection.

11.3. The Bank reserves the right to the following:
11.3.1. To modify the terms & conditions and specifications detailed in the RFP and also to obtain revised prices from the bidders with regard to such changes.

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

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

11.6. Bidder has to comply with the standard data security system and abide by the Information Security policy of the Bank.

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

11.8. Bidder has to comply with all terms and conditions as mentioned in this RFP document.

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

12. Contract Period

12.1. The contract period for CIMS Solution will be initially for a period of 5 years from the date of Go-Live of the project.

12.2. Bank reserves the right to extend the contract for further period of three years at mutually agreed terms.

12.3. The selected bidder need to execute a Service Level Agreement (SLA) with Union Bank as required by bank. The selected Bidder shall put date and duly sign the Service Level Agreement (SLA) designed by the Bank and return it to Bank. The Contract/SLA to be entered into by the Selected Bidder shall be as per the approval given by the Bank.

12.4. The performance of the selected bidder shall be reviewed every quarter. The Bank may, without assigning any reasons terminate the contract by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract. Any offer falling short of the contract validity period (5 years from the date of Agreement) or the period as required by the bank is liable for rejection. Bank reserves the right to call regular meetings with successful bidder during the tenure of the contract.
12.5. The Bidder should bear entirely and exclusively all costs (whether in terms of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the bid process including but not limited to cancellation/abandonment /annulment of the bidding process.

13. **Rejection of Bid**

The Bid is liable to be rejected if:

13.1. The document does not bear signature of authorized person in each page and duly stamped.

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

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

13.4. It is Incomplete 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.

13.5. It is evasive or contains incorrect information

13.6. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. is made.

13.7. It does not comply with all the points mentioned in the scope of work. Noncompliance of any RFP clause will lead to rejection of the bid.

13.8. Non submission of bid security/EMD and Integrity Pact (on plain paper) signed by authorized signatory in physical form.

14. **Pre Bid Meeting**

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

14.2. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.
14.3. Any modification of the RFP, which may become necessary as a result of the Pre- bid Meeting, shall be made available by the Bank exclusively through the issue of an Corrigendum on Bank’s website www.unionbankofindia.co.in, or government portal www.eprocure.gov.in or e-Procurement site https://ubi.abcprocure.com.

15. Modification and Withdrawals of Bid

15.1. No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders, the EMD will not be refunded by the Bank.

16. RFP Response

16.1. If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected.

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

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

17. Liquidated Damage

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

17.1. The contract price for calculation of LD is TCO excluding ATS and onsite support charges

17.2. The overall LD during implementation will be to a maximum of 10% of the total cost of the project.

17.3. LD for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 0.5% of total cost of the project per week. In case of
undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost during implementation, Bank may consider termination of the contract or purchase order.

17.4. Part of week will be considered as full week.

17.5. Bank can deduct the amount of liquidated damages from any money belonging to the Successful bidder in its hands (which includes BANK’s right to claim such amount against Successful bidder’s Performance Bank Guarantee) or which may become due to the Successful bidder.

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

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

18. Warranty

18.1. All support & services required for implementation, customization, smooth operation and maintenance of CIMS solution, as described in RFP, will be the part of the project deliverables during the contract period (under warranty or post warranty).

18.2. The warranty would be on-site and comprehensive in nature. Warranty will start from the date of full Go-Live and will be valid for a period of one year. The successful bidder shall provide maintenance and support under warranty, without any extra cost, for a minimum period of one year. Bank will not pay any charges during warranty period.

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

18.4. The executions of the service(s) herein is and shall be strictly in accordance and in compliance with all Applicable Laws, as amended from time to time, the regulatory framework governing the same and the Good Industry Practice. It should have all permissions, consents, approvals and license from all authorities, regulatory /statutory and non-regulatory, for executing the Service(s).

18.5. The successful bidder warrants that Deliverables and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be
supplied with their original and complete printed documentation. The successful bidder shall be fully responsible for warranty of all the system components in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.

19. **Annual Technical Support Agreement**

After expiry of the one year after go-live, the Bank may enter into a contract with the successful bidder for Post Warranty Support required for proper maintenance of the Software solution implemented by them. The successful bidder must undertake to provide support for the solution for minimum 4 years post warranty period of 1 year.

The ATS charges shall be released to the vendor quarterly in advance subject to timely submission of applicable documents like invoice, performance availability reports etc.

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

The Bank reserves the right to enter into Annual Technical Support (ATS) with the selected bidder for four years.

The ATS charges per annum should be minimum 15% of the cost of software. In case the rate of ATS is not kept at a minimum of 15%, Bank reserves the right to calculate the ATS charges at the rate of 15% of solution’s cost after the final cost derived through Reverse Auction.

The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the vendor(s) are not satisfactory. In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any.

Not following all that is mentioned above, the Bank reserves the right to outsource the software maintenance work to a third party or the Bank may decide to perform the same through its internal resources. Whatever the case may be (either third-party maintenance or maintenance through internal resources), the vendor(s) shall provide requisite maintenance training, technical know-how, and expert assistance to the persons and/or agencies, duly authorized by the Bank for this purpose with no extra cost to Bank.

Any decision in this regard by the Bank shall be final, conclusive and binding on the selected Bidder and shall not be questioned/ challenged by the selected Bidder.
20. Patent Rights

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

21. Price Validity

Prices payable to the Bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the period of contract. However, if there is any reduction on account of government levies/taxes, during the offer validity period, the same shall be passed on to the Bank.

22. Payment Terms

The payment terms for CIMS Solution (Software licenses, implementation) will be as per below.

<table>
<thead>
<tr>
<th>#</th>
<th>Item description</th>
<th>Total Cost of Project (in %)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>System Requirement Study, Delivery of Software and Enterprise wide perpetual License, Installation, Customization, configuration.</td>
<td>40%</td>
</tr>
<tr>
<td>2</td>
<td>CIMS Implementation</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>UAT Sign off, Training &amp; Go Live</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td>After 3 months of successful implementation and against Performance bank guarantee</td>
<td>10%</td>
</tr>
</tbody>
</table>

22.1. No advance payment will be made.

22.2. TDS on payments will be deducted as applicable.

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

22.4. Payment for Item no 1 & 2 shall be released on submission of necessary proof and documents like original Invoices, Warranty Certificates, Performance Bank Guarantee, Signed Service Level Agreement, and Delivery of Software Licenses etc subject to acceptance by Bank, submission of Letter issued by Bank in respect of completion of User
Acceptance Test (UAT), documents as required by Bank like manual & documentation, training etc.

22.5. Payment for Item no 3 shall be released on submission of letter issued by Bank for completion of Final Acceptance and final sign off.

22.6. The payment for onsite technical expert (Facility Management) shall be made quarterly in arrears.

22.7. The payment for ATS Payment will be made half yearly in advance for annual technical support against the receipt of service report of previous year from the Bank’s project/operation manager.

23. Authorised 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.

24. Paying Authority

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

25. Confidentiality

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

25.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the Bank;

25.2. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

25.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and

25.4. To treat all Information as Confidential Information.
25.5. The Selected Bidder shall be required to sign a Non Disclosure Agreement with Bank as per prescribed format provided in Annexeure O within seven days of issuing the order/letter of intent.

26. Indemnity

26.1. Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

26.1.1. an act or commission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,

26.1.2. breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder,

26.1.3. use of the deliverables and or services provided by the Bidder,

26.1.4. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, direct financial loss, loss of life, etc., due to the acts of the Bidder’s employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

26.1.4.1. The Bank notifies the bidder in writing in a reasonable time frame on being aware of such claim,

26.1.4.2. The Bidder has sole control of defense and all related settlement negotiations without the same affecting Bank’s interest,

26.1.4.3. The Bank wherever required provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and

26.1.4.4. The Bank does not make any statement or comments or representations about the claim, except under due process of law or order of the court.
26.2. It is clarified that the bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

26.3. Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or Misconduct, etc, as such liabilities pose significant risk.

26.4. Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used by software provided by Bidder, the Bidder should be responsible for loss/compromise or damage to Bank's data.

26.5. The bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

26.5.1. Non-compliance of the bidder with Laws/Governmental Requirements
26.5.2. IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
26.5.3. Negligence and Misconduct of the Bidder, its employees, and agents.
26.5.4. Breach of any terms of RFP, Representation or Warranty.
26.5.5. Act or omission in performance of service.
26.5.6. Loss of data due to any of the reasons mentioned above.

26.6. In the event that the Bank is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense will undertake to defend the Bank.

26.7. It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.

26.8. On its part, the Bank will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.

26.9. The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software; as well the
system software must be licensed and original.

27. Intellectual Property Rights

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

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

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

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

28. Non-Transferable Offer

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

29. Normalization of Bids

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

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

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

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

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

31. Adherence of Cyber Security Policy

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

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

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

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

All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought.

Credentials of vendor/third party personnel accessing and managing the bank’s critical assets shall be maintained and shall be accordance with Bank’s policy.
The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

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

32. Ownership and Retention of Documents

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

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

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

33. Customization Process

The Successful bidder shall ensure that the solution supplied meets all the functional requirements as given in the RFP. The successful bidder shall submit individual time frames, within overall time frame stipulated as per this RFP, required to change / modify / customize each part of the functional requirements which needs such change / modification /customization.
Any customization done by the successful bidder to provide the functionality already available in the functional requirements of the RFP shall be at no extra cost to the Bank, whatsoever.

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

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

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

34. Escrow Arrangement

34.1. Bidder has to agree to keep source code of proposed solution with approved / recognized escrow agency under escrow arrangements mutually acceptable to the Bank and Bidder for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with Bank and escrow agent.

34.2. The application software should mitigate Application Security Risks; at a minimum those discussed in OWASP top 10 (Open Web Application Security Project).

34.3. The Bank has right to Audit the Application / Source Code by suitable Security Auditor.

34.4. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify
the Bank against any levies / penalties on account of any default in this regard.

34.5. In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

35. Penalty

35.1. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

35.2. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

35.3. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order and/or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

35.4. Any financial loss to the Bank on account of fraud taking place due to Bidder, its employee or their services provider’s negligence shall be recoverable from the Bidder along with damages if any with regard to the Bank’s reputation and goodwill and can result in the termination of the project.

35.5. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions attributable to the staff of the Bidder.

36. Service Levels and Penalties

Bank expects that the Bidder shall be bound by the Service Levels described in this document.

Should be able to deliver and install the software solution within 12 weeks from the date of purchase order. For late delivery the LD clause would be applicable @0.5% of the total cost of project, per week or part thereof subject to a maximum of 10%.

Bank intends to enter into a “Service Levels Agreement” with the Bidder in order to provide complete utility of the enhanced service that could be provided to the esteemed clientele of Bank.
The Bidder shall have to enter into an agreement with Bank covering all terms and conditions of this tender including if required, Regularity authority/RBI can inspect system/infrastructure of successful vendor.

This solution has to be available 24x7 and hence any technical problem should be resolved in 2 hours from the time of lodge of complaint. The bidder needs to strictly adhere to Service Level Agreements (SLA). Response Time: 30 minutes from the time of complaint. Resolution Time: 2 hours from the time of complaint.

The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 99.95 and above per month. The SLA will be reviewed on a quarterly basis.

Penalties will be applicable due to downtime of software application.

The bidder shall guarantee 99.95 percentage of uptime. The Bidder shall be liable for liquidated damages for uptime maintained below 99.00% in a quarter.

<table>
<thead>
<tr>
<th>Level of Uptime Per Month</th>
<th>Penalty Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.95% and above</td>
<td>No Penalty</td>
</tr>
<tr>
<td>99.00% and above but below 99.95%</td>
<td>1 % of total cost of half yearly payout.</td>
</tr>
<tr>
<td>98.00% and above but below 99.00%</td>
<td>2 % of total cost of half yearly payout.</td>
</tr>
<tr>
<td>97% and above but below 98.00%</td>
<td>5 % of total cost of half yearly payout.</td>
</tr>
<tr>
<td>96% and above but below 97%</td>
<td>10% of total cost of half yearly payout.</td>
</tr>
</tbody>
</table>

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

Penalties, if any shall be calculated for every month and recovered from the Annual Maintenance / Annual Technical / Recurring charges of that quarter.

Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.

The penalty is capped at maximum 10% of Project Cost.

37. Documents and Manuals

One set of manual with screen shot and Frequently Asked Question (FAQ) to be provided with each supplied item/product in soft and hard copy.
38. Audit

38.1. The CIMS Solution shall be subject to the audit at the discretion of the Bank.

38.2. The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out 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 stipulated time frame.

38.3. The Bank has right to audit the Application /Source Code by the suitable Security Auditor.

38.4. 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.

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

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

38.7. 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, installaions, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance
measurement systems (both manual and automated) audited without prior approval / notice to the bidder.

39. Limitation of liability

The Bidder’s aggregate liability (whether in contract, tort or otherwise), shall not exceed the total contract value provided that this limitation shall not apply to any of the obligation of the bidder to the bank arising from clauses Liquidated Damages, Indemnity, Penalty and Confidentiality / Non Disclosure Agreement of the RFP.

40. Force Majeure

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

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

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

40.1.3. Terrorist attacks, public unrest in work area;

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

41. Exit Clause

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

41.1. Failure of the bidder to accept the contract and furnish the Performance Bank Guarantee equivalent to 10% of the project cost within 30 days from receipt of purchase contract.

41.2. Delay in delivery beyond the specified period.

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

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

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

42. 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 and shall be responsible for payment of said wages under the Act and arrears, if any.

43. Termination of Contract

43.1. If the Termination is on account of failure of the Vendor 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.

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

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

43.2.2. The Vendor goes into liquidation voluntarily or otherwise

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

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

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

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

43.2.7. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
43.2.8. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.

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

43.2.10. The average availability in 3 (three) consecutive months of all together is less than 90%.

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

43.2.12. The Bank suffers a reputation loss on account of any activity of Vendor.

44. 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.

During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

45. 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.

46. Submission of Bids

The bidders have to submit bid through Online except Cost of RFP, Bid security and Integrity Pact (IP). All documents as per requirement of RFP must be uploaded on the site https://ubi.abcprocure.com. Cost of RFP, Original DD/BG for EMD and Integrity Pact (IP) must be submitted physically in sealed cover at the following address on or before scheduled date and time.
To
The General Manager,
Union Bank of India,
Department of Information Technology,
Technology Centre, Adi Shankaracharya Marg,
Opposite Powai Lake, Powai,
Mumbai - 400072.

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.
47. Annexure A - Letter of Acceptance

Date:

Letter to the bank on the bidder’s company letterhead

To,

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

Dear Sir,

Subject: Our bid for Request for Proposal (RFP) for Supply, Installation, Configuration, Integration, Maintenance and Support of CIMS-ADF (Centralized Information Management System) Solution.

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

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

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

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

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

We understand that

a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
c. If our bid is accepted, we are to be responsible for the due performance of the contract.

d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.

e. Bidder means the bidder who is decided and declared so after examination of commercial bids.

f. We enclose cost of RFP Rs.2,500/- (Rupees Two Thousand and Five Only) and EMD of Rs.8,00,000/- (Rupees Eight lac Only) in Demand Draft/Bank Guarantee favoring Union Bank of India and payable at Mumbai, towards cost of RFP/bid security, details of the same is as under:

No.  :

Date  :

Name of Issuing Bank  :

Dated at __________ this __________ day of __________ 2019

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

Yours faithfully,

Date: For _______________________

Signature ______________________

Name _______________________

Authorized Signatories

(Name & Designation, seal of the firm)
48. Annexure B - Bid Form

Ref No. UBI/DIT/2019-20/CIMS  Place:  Date:

To,
The General Manager
Union Bank of India,
Technology Center,
Department of Information Technology,
Adi Shankaracharya Marg,
Powai, Andheri (East),
Mumbai - 400072

Dear Sir,

Having examined the Request for Proposal (RFP) Ref No. UBI/DIT/2019-20/CIMS the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, implement, customize and commission the various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

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

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

<table>
<thead>
<tr>
<th>Name &amp; address of agent</th>
<th>Amount &amp; currency</th>
<th>Purpose of commission or gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>*(If none, state none)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Dated this........ Day of ............... 2019

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)
49. **Annexure C - Bidder’s Profile Format**

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Parameters</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Firm/Company</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Year of Incorporation in India</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Names of the Partners/Directors</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Name and Address of the Principal</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Addresses of Firm/Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Head Office</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Local Office in Mumbai(if any)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Authorized Contact person</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Name and Designation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Telephone number/Mobile No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) E-mail ID.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Financial parameters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Business Results (last three years)</td>
<td>Turnover (in Crores), EBITDA (in Crores)</td>
</tr>
<tr>
<td></td>
<td>2015-16</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)</td>
<td>(Mention the above amount in INR only)</td>
</tr>
<tr>
<td>8</td>
<td>Bidder’s experience in software design, implementation of CIMS system (in years)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Experience in India</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Global Experience</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Details of project similar executed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project 1</td>
<td>Name of Customer, No. of Years in Use</td>
</tr>
<tr>
<td></td>
<td>Project 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project 3</td>
<td></td>
</tr>
</tbody>
</table>

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

Dated this........ Day of ............... 2019

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)
50. Annexure D - Eligibility Criteria

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Documents to be submitted</th>
<th>Compliance Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure K on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.</td>
<td>Integrity Pact as per Annexure K</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bidder should be a company registered under Company Act 1956 or 2013/ Public Sector Undertakings (PSU) /Government organization and having business in India during last 3 years.</td>
<td>Certificate of incorporation/ certificate for commencement of business/ other relevant documentary proof are to be submitted.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bidder should have minimum annual turnover of Rs. 4.00 Crore each during last three financial years (2016-17, 2017-18 &amp; 2018-19). In case the audited financials for the year 2018-19 is not available, CA Certificate for turnover of 2018-19 / audited financials of 2015-16 should be submitted. This must be the individual company turnover and not that of any group of companies.</td>
<td>Copies of the audited balance sheet and P&amp;L Statement of the company showing the same is to be submitted.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The bidder should have positive net worth or operating profit in any one of last three financial years (2016-17, 2017-18 and 2018-19). In case the audited financials for the year 2018-19 is not available, CA Certificate for EBITDA of 2018-19 / audited financials of 2015-16 should be submitted.</td>
<td>Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>---</td>
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<td></td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>The bidder should have relevant experience in terms of MIS-ADF reporting/XBRL/similar solution implementation in at least one scheduled commercial banks/Public sector organisation/State Government/Central Government in India.</td>
<td>The bidder has to submit Purchase order/Certificate of performance for the same from clients.</td>
<td></td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>The bidder should be original equipment manufacturer (OEM) or their authorized partner in India with an authority to do customization/upgrade during the period of contract with the Bank. Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM/OSD &amp; their authorized partner cannot participate in the RFP. In case, both (OEM &amp; their authorized partner) participate, only bid of the OEM/OSD will be considered.</td>
<td>Submit MAF of OEM.</td>
<td></td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.</td>
<td>Undertaking on Company’s letterhead as per Annexure P to be submitted by the bidder.</td>
<td></td>
</tr>
</tbody>
</table>
Authorized Signatory:

Place: Name & Designation:

Date: Business Address & email id:
## Annexure E - Compliance to RFP terms & conditions

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Clause Details</th>
<th>Bidder’s Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Introduction</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Integrity Pact (IP)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Definition</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Objectives of the RFP</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Invitation of Tender Bids</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Eligibility Criteria of Bidder</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Scope of Work for CIMS</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Onsite Support/Facility Management</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Implementation Plan and Schedule</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Instructions for Bid Submission</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>General Terms</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Contract Period</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Rejection of Bid</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Pre Bid Meeting</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Modification and Withdrawals of Bid</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>RFP Response</td>
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<td>17</td>
<td>Liquidated Damage</td>
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<td>18</td>
<td>Warranty</td>
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<td>19</td>
<td>Annual Technical Support Agreement</td>
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<td>20</td>
<td>Patent Rights</td>
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<td>21</td>
<td>Price Validity</td>
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<tr>
<td>22</td>
<td>Payment Terms</td>
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<td>23</td>
<td>Authorised Signatory</td>
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<td>24</td>
<td>Paying Authority</td>
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<td>25</td>
<td>Confidentiality</td>
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<td>26</td>
<td>Indemnity</td>
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<td>27</td>
<td>Intellectual Property Rights</td>
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<td>28</td>
<td>Non-Transferable Offer</td>
<td></td>
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<tr>
<td>29</td>
<td>Normalization of Bids</td>
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<td>30</td>
<td>Responsibility for Completeness</td>
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<tr>
<td>31</td>
<td>Adherence to Security Policy</td>
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<td>32</td>
<td>Ownership and Retention of Documents</td>
<td></td>
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<td>33</td>
<td>Customization Process</td>
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<td>34</td>
<td>Escrow Arrangement</td>
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<td>35</td>
<td>Penalty</td>
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<td>36</td>
<td>Service Levels and Penalties</td>
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<td>37</td>
<td>Documents and Manuals</td>
<td></td>
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<tr>
<td>38</td>
<td>Audit</td>
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<td>39</td>
<td>Limitation of Liability</td>
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<td>40</td>
<td>Force Majeure</td>
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<td>41</td>
<td>Exit Clause</td>
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<td>42</td>
<td>Minimum Wages</td>
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<td>43</td>
<td>Termination of Contract</td>
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<tr>
<td>44</td>
<td>Arbitration</td>
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<tr>
<td>45</td>
<td>Jurisdiction</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Submission of Bids</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

___________
52. Annexure F - Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications.

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

Signature:

Seal of company

Technical Specification

We certify that the 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:

Seal of company

(If left blank it will be construed that there is no deviation from the specifications given above)
53. **Annexure G - Reference Site Details**

The reference sites submitted must be necessarily of those Banks/Companies where the proposed vendor/ OEM's product has been awarded the contract prior to Issuance of this RFP. For those references where the offered solution is accepted but 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:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Institution</td>
<td></td>
</tr>
<tr>
<td>Country of Operation</td>
<td></td>
</tr>
<tr>
<td>Address of the Organization</td>
<td></td>
</tr>
<tr>
<td>Date of commencement of Project</td>
<td></td>
</tr>
<tr>
<td>Date of completion of Project</td>
<td></td>
</tr>
<tr>
<td>Scope of Work for Solution</td>
<td></td>
</tr>
<tr>
<td>Number of concurrent users</td>
<td></td>
</tr>
<tr>
<td>Name of the contact person for reference</td>
<td></td>
</tr>
<tr>
<td>Contact details of contact person</td>
<td></td>
</tr>
<tr>
<td>Modules used at Branches/Offices</td>
<td></td>
</tr>
</tbody>
</table>

**Project Details**

- Operating System
- Application Software
- Network Topology
- Programming language
- Middleware
- Security features
- Maintenance & support

(Enclose necessary documentary proof)

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

Dated this........ Day of ............... 2019
(Signature)
(In the capacity of)
Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)
### Annexure H - Un-priced Indicative Commercial Bid

<table>
<thead>
<tr>
<th>SN</th>
<th>Requirement</th>
<th>Capital Cost in Rs.</th>
<th>Recurring Cost (ATS) in Rs. (in the range of 15% to 20% of software cost)</th>
<th>Total Cost (Exclusive of Taxes) (Rs.)</th>
<th>Submitted (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of CIMS Solution along with all components at DC &amp; DR Site and any other software license such as SQL etc, if any with Enterprise wide perpetual Licenses with One year warranty</td>
<td>XX</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>2</td>
<td>CIMS Solution Implementation Cost</td>
<td>XX</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Post Implementation Onsite Support(cost for two resources)</td>
<td>NA</td>
<td>XX</td>
<td>XX</td>
<td>XX</td>
</tr>
<tr>
<td>4</td>
<td>ATS for CIMS Solution</td>
<td>NA</td>
<td>XX</td>
<td>XX</td>
<td>XX</td>
</tr>
<tr>
<td></td>
<td><strong>Total for Table</strong></td>
<td></td>
<td></td>
<td><strong>XX</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

a) For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost in commercial bid.

b) The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify for the same. In the absence of this, the bidder would need to provide the same without any charge.

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

d) All Deliverables to be supplied as per RFP requirements provided in the tender.

e) Total number of reports to be developed in CIMS-ADF are approximately 200 which are only indicative and not exhaustive. The signoff for implementation of CIMS-ADF will be given only after successful development and implementation of reports. Detailed report formats will be shared with successful bidder during system requirement study/Implementation phase.
f) The ATS charges per annum should be minimum 15% to 20% of the cost of software. In case the rate of ATS is not kept at a minimum of 15%, Bank reserves the right to calculate the ATS charges at the rate of 15% of solution’s cost after the final cost derived through Reverse Auction.

g) Bank will not pay any labor charges for transportation, Road Permit, installation of software, items separately. All such costs, if any, should be absorbed in the above TCO.

h) The prices quoted by the bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice.

i) Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward /downward revision in GST will be borne by Bank.

j) The rate should be valid for 5 years from the date of go-live of project.

k) The Service Charges need to include all services and other requirement as mentioned in the RFP.

l) The price quoted should be inclusive of Cost of delivery of software, implementation/commissioning, Integration of approximately 200 reports, Maintenance of deliverables as per Bank’s requirement.

m) The above number of resources mentioned is indicative for TCO calculation. The actual number of resources may increase/decrease as per requirement of the Bank.

n) The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Authorized Signatory:

Place: 

Date:

Name & Designation & mail id :

Business Address:
### 55. Annexure I - Indicative Commercial Bid

<table>
<thead>
<tr>
<th>S N</th>
<th>Requirement</th>
<th>Capital Cost in Rs.</th>
<th>Recurring Cost (ATS) in Rs. (in the range of 15% to 20% of software cost)</th>
<th>Total Cost (Exclusive of Taxes) (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1&lt;sup&gt;st&lt;/sup&gt; Yr Cost</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Yr Cost</td>
</tr>
<tr>
<td>1</td>
<td>Cost of CIMS Solution along with all components at DC &amp; DR Site and any other software license such as SQL etc, if any with Enterprise wide perpetual Licenses with One year warranty</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>2</td>
<td>CIMS Solution Implementation Cost</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Post Implementation Onsite Support (cost for two resources)</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>ATS for CIMS Solution</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total for Table</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

a) For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost in commercial bid.

b) The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify for the same. In the absence of this, the bidder would need to provide the same without any charge.

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

d) All Deliverables to be supplied as per RFP requirements provided in the tender.

e) Total number of reports to be developed in CIMS-ADF are approximately 200 which are only indicative and not exhaustive. The signoff for implementation of CIMS-ADF will be given only after successful development and implementation of reports. Detailed report formats will be shared with successful bidder during system requirement
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f) The ATS charges per annum should be minimum 15% to 20% of the cost of software. In case the rate of ATS is not kept at a minimum of 15%, Bank reserves the right to calculate the ATS charges at the rate of 15% of solution’s cost after the final cost derived through Reverse Auction.

g) Bank will not pay any labor charges for transportation, Road Permit, installation of software, items separately. All such costs, if any, should be absorbed in the above TCO.

h) The prices quoted by the bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice.

i) Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward /downward revision in GST will be borne by Bank.

j) The rate should be valid for 5 years from the date of go-live of project.

k) The Service Charges need to include all services and other requirement as mentioned in the RFP.

l) The price quoted should be inclusive of Cost of delivery of software, implementation/commissioning, Integration of approximately 200 reports, Maintenance of deliverables as per Bank’s requirement.

m) The above number of resources mentioned is indicative for TCO calculation. The actual number of resources may increase/decrease as per requirement of the Bank.

n) The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Authorized Signatory:

Place: 
Name & Designation & mail id :
Date: 
Business Address:

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56. Annexure J - Bid Query Format

Bidders have to forward 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 pre-bid queries will be entertained in Microsoft Excel format by e-mail only). Email addresses are provided in Bid details page of this RFP.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Clause no</th>
<th>Page no.</th>
<th>Clause</th>
<th>Query</th>
<th>Bank Response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Place:
Date:
Name & Designation:
Business Address:
Mobile No.
57. **Annexure K - Pre Contract Integrity Pact**

**Tender Ref. No:** UBI/DIT/2019-20/CIMS

**INTEGRITY PACT**

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

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

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

3. **Preamble**

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

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

4. **Commitments of the Buyer**
4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:

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

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

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

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

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

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

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

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

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

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

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

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

5.4 **Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency...
commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. **Previous Transgression**

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

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

7. **Company Code of Conduct**

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

8. **Sanctions for Violation**

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or 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 from date of placement of order / finalization of contract.

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

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

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

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

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

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

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

17. The Parties here by sign this Integrity Pact at_______________on ______________

(Seller/Bidder) and ___________on ______________ (Buyer)

BUYER

BIDDER * /SELLER*

Signature:  
Signature:

General Manager/Dy G M,  
Authorized Signatory (*)

Union Bank of India,

...............Division

Date:  
Date:

Stamp:  
Stamp:

Witness   
Witness

1. ____________________  
              ____________________  

1. ____________________  
              ____________________

2. ____________________  
              ____________________  

(*) - Authorized signatory of the company who has also signed and submitted the main bid.
### 58. Annexure L - Technical and Functional Specifications

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Descriptions/Specifications</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Architecture</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The proposed solution should support on-premise cloud, hybrid deployments.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Add or remove pre-built or custom policies at runtime with no downtime</td>
<td></td>
</tr>
<tr>
<td><strong>ETL Tool</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Is it compatible with multiple databases? Does it support Big data?</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Is it effective in handling very huge databases?</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Does it have its own scheduler?</td>
<td></td>
</tr>
<tr>
<td><strong>Reporting Application</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Is it compatible with multiple databases?</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Does it support multiple formats? Like XBRL, PDF, Excel, XML, HTML etc</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Does it support sending reports through email &amp; FTP?</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Does it support scheduling of reports?</td>
<td></td>
</tr>
<tr>
<td><strong>Web Portal Hosting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Does the solution support multiple hosting platforms?</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Does the solution support multiple web servers? like IIS, Apache etc</td>
<td></td>
</tr>
</tbody>
</table>

Place and Date

Authorised Signatory
59. **Annexure M - Details Of Hardware & Operating System Requirement**

The Bidder must specify complete details of Hardware and other systems required for successful implementation of the offered Solution, in the following format.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Module/ Item</th>
<th>Module Description</th>
<th>Requirement*</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hardware</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Operating System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Data base</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>ETL tool</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Reporting application</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Storage and Backup Software</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

*Please mention Make / Model (if any), type and number of processors, Memory, bus speed, hard disk & Operating System number of users, license type, version etc.*
60. Annexure N - Business Rules for Reverse Auction

RFP for Bank’s “for Supply, Installation, Configuration, Integration, Maintenance and Support of CIMS-ADF (Centralized Information Management System) Solution”

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the “Request for Proposal (RFP) for Supply, Installation, Configuration, Integration, Maintenance and Support of CIMS-ADF (Centralized Information Management System) Solution” Project is given below:

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

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

BUSINESS RULES FOR REVERSE AUCTION

1. APPLICABILITY

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

2. ELIGIBILITY:

2.1. Bidders need to sign integrity pact as per Bank’s prescribed format & covers under integrity pact in advance or at the time of submission of integrity pact by authorized signatory on or before last date & time of submission of bid with RFP fee & EMD cost. In case bidder fails to submit integrity pact on or before last date & time of submission of bid, bid will be liable for rejection.
2.2. Only vendors who have submitted integrity pact and prescribed undertaking to
the Bank and who are technically qualified can participate in Reverse Auction relevant to the procurement for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM BIDDERS:
3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:
   3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Exhibit-A.
   3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
   3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Exhibit-B.
   3.1.4. Undertaking of Process Compliance Statement for RA as per Exhibit C

4. TRAINING
4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.
4.2. Where necessary, the Bank/service provider may also conduct a ‘mock reverse auction’ to familiarize the bidders with Reverse Auction process.
4.3. Any bidder/bidder not participating in training and/or ‘mock reverse auction’ shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

5. TOTAL COST OF OWNERSHIP (TCO)
5.1. TCO refers to the aggregate amount payable by the Bank for transfer of ownership.
5.2. TCO shall encompass but not be limited to the following:
   5.2.1 Cost of the equipment/product or services.
   5.2.2 License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses).
   5.2.3 All existing taxes excluding GST/CGST/SGST/IGST, duties and levies.
   5.2.4 Installation and commissioning charges, if any
   5.2.5 The prices should include the comprehensive onsite warranty maintenance of the equipments covering all components, services, and visits to the concerned offices as specified in the RFP.
   5.2.6 Annual Maintenance Charges for the period as specified in the RFP.
   5.2.7 Transportation and Forwarding charges to respective sites.
5.2.8 Training costs for the product/service/equipment if and as defined in RFP.

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

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

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

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

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

6. DATE/TIME FOR TRAINING

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

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

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

7. DATE/TIME OF REVERSE AUCTION

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

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

8. CONDUCT OF REVERSE AUCTION

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

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

16. SPLITTING OF ORDERS

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

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

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

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

17. REVERSE AUCTION PROCESS

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

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

17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.
18. EXPENDITURE ON REVERSE AUCTION
18.1. All expenses of reverse auction shall be borne by the Bank.
18.2. Bidders, however, shall attend the training or mock auction at their own cost.

19. CHANGES IN BUSINESS RULES

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

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

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

20. DON’TS APPLICABLE TO THE BIDDER/BIDDER

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

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

20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

21. GRIEVANCES REDRESSAL

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

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

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

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

22. ERRORS AND OMISSIONS

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

Place:
Date:
Signature:
Name & Designation:
Business Address:
61. **Annexure N (A) - Compliance Statement - Reverse Auction**

(To be submitted by all the bidders participating in Reverse Auction)

**Exhibit - A**

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

**DECLARATION**

1. We ______________________ (name of the company) hereby confirm having submitted our bid for participating in Bank’s RFP dated _________ for procurement of ____________.

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

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

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

5. We, hereby confirm that we will honour 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 in Reverse Auction.

7. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 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 Authorised Representative: ______________________
Signature of Authorized Representative: ______________________
Verified above signature  
Competent Authority Signature: ______________________
Date: ______________

62. **Annexure N (B) - Letter of Authority for Participation in Reverse Auction**

**Exhibit - B**

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

1. We ______________________ (name of the company) have submitted our bid for participating in Bank’s RFP dated _________ for procurement of ____________.

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

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

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

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

6. We, hereby confirm that we will honor the Bids placed by Mr. ____________ on behalf of the company in the auction process, failing which 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/ 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: ____________________________
63. Annexure N (C) - Undertaking of Process Compliance Statement for R A

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

Exhibit -C

Place: 

Date:

To,

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

Sir,

Subject: Agreement to the process related Terms and Conditions for the online Reverse Auction for Request for Proposal (RFP) for Supply, Installation, Configuration, Integration, Maintenance and Support of CIMS-ADF (Centralized Information Management System) Solution

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 I within 24 hour 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: ______________
64. Annexure O - Confidentiality / Non Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2019, and shall be deemed to have become in full force and effect from (the “Effective Date”).

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

AND

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

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

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

WHEREAS:

i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.

ii. Union Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to (“the Purpose”) as more particularly described in Purchase Order no , issued by Union Bank in favor of M/s. -----------------.  

NOW THIS AGREEMENT WITNESS:

1. Interpretation

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

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

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

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

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

III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

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

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

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

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

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

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

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

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

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

6. **No Representation:**
   Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

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

8. **No Assignment**
   This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties’ respective successors and permitted assigns.

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

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

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

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

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

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

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

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

17. Counterparts
This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS ______ DAY OF _____ ______ 2019

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
______________________________
65. Annexure P - Undertaking By Bidder

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

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

We ________________________(bidder name), hereby undertake that-

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

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

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date
66. **Annexure Q - Know Your Employee (KYE)**

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

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

**UNDERTAKING**

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

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

3. We further agree to submit the required supporting documents (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 ________________________________

Date __________________
Verified above signature

Signature of Competent Authority______________________________

Date __________________

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Annexure R- Undertaking of Information Security

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

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

Sir,

Subject: Request for Proposal (RFP) for Supply, Installation, Configuration, Integration, Maintenance and Support of CIMS-ADF (Centralized Information Management System) Solution

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

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor’s Corporate Name
Address
Email and Phone #
LETTER FOR REFUND OF EMD

(To be submitted by the unsuccessful bidders)

Date:

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

We ____________(Company Name) had participated in the Request for Proposal (RFP) for Supply, Installation, Configuration, Integration, Maintenance and Support of CIMS-ADF (Centralized Information Management System) Solution and we are an unsuccessful bidder.

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

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Bidder Name</th>
<th>Cheque / DD Number</th>
<th>Drawn on (Bank Name)</th>
<th>Amount(Rs)</th>
</tr>
</thead>
</table>

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
69. **Annexure T-Format of Bank Guarantee for EMD**

**Date:**

To,
The General Manager,
Department of Information Technology,
Union Bank of India,
1/1A, Adi Sankaracharya Marg,
Opp, Powai Lake, Powai.
Andheri East, Mumbai - 400072

Dear Sirs,

In response to your invitation to respond for Request for Proposal (RFP) for Supply, Installation, Configuration, Integration, Maintenance and Support of CIMS-ADF (Centralized Information Management System) Solution. M/s ________________ having their registered office at ____________ (hereinafter called the Bidder) wish to respond to the said Request for Proposal (RFP) and submit the proposal for the same. Whereas the Bidder has submitted the proposal in response to RFP, we, the ____________ Bank having our head office ______________ hereby irrevocably guarantee an amount of `…………/‐ (Rupees ……… only) as Bid secur...

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

1) If the Bidder withdraws his proposal during the period of the proposal validity; or

2) If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the terms and conditions of the RFP or the terms and conditions mutually agreed subsequently.

3) If the Bidder, if selected for awarding the Contract, fails to renew this Bank Guarantee as decided by Union Bank of India. We undertake to pay immediately on demand to Union Bank of India, the said amount of `‐ (Rupees ……… 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 `‐ (Rupees ……… only).
2) This Bank guarantee will be valid up to 180 days and
3) We are liable to pay the guaranteed 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)
70. **Annexure U-Format for Performance Bank Guarantee (PBG)**

*(Covering Delivery obligations)*

**NOTE:**

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

To
Union Bank of India
Technology Center,
Opp. Powai Lake, Powai (Andheri East),
Mumbai 400072

Dear Sir,
In response to your invitation for the bids for engagement of bidder for .................<Services>........., ..................<Bidder>.................................

(hereafter called as Bidder) having their registered office at .................<address>..................................has been selected bidder for the purpose and accordingly you have issued a purchase order no. ..........<PO No and date>......................

for ..................<Service>..........

We have accepted the purchase order and agreed to provide the services and also, to provide an unconditional and irrevocable performance guarantee, in favour of your Bank, from a bank acceptable to your Bank for securing the faithful observance and performance of the terms, conditions, stipulations, provisions of the purchase order No..........<PO No. and date>.............

Whereas at the request of the bidder, we,...........................................................(Bank Name)

having our head office at ...........................................................(Address) hereby irrevocably guarantee an amount of  ₹..........<amount>.................. as performance security as required to be submitted by the ‘Bidder’ as a condition stipulated in the purchase Order, towards faithful observance and performance by the bidder of the terms and conditions of the said purchase order.
The security for which this performance guarantee is given is liable to be enforced/invoked:

1. If the Bidders, defaults in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the said Purchase order.
2. If the Bidders refuses to enter into the written contract within the stipulated time in accordance with the Terms and Conditions of the purchase order, or on the terms and conditions as may mutually agreed between your Bank and the Bidder subsequently.

We undertake to pay immediately on demand to Union Bank of India, the said amount of ₹<amount>.......... 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 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 ₹<amount>....

2) This Bank guarantee will be valid up to ..................<Expiry Date>

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 The period of guarantee mentioned in clause(2) and claim period of 60 days thereafter.

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

Signature:

Seal of company