



**Request for Proposal [RFP] for Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other Stakeholders of the bank.**

**Ref: RFP-CCoE-CISO-Sep-2023-01**

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

## DISCLAIMER

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

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed 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, only bids received online through E-tendering portal <https://ubi.abcprocure.com> shall be considered as an offer. ***Any bid submitted in physical form will not be received or opened and shall be summarily rejected.***

### Procedure for submission of E-tender by bidder:

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

1. Register your company in website <https://ubi.abcprocure.com> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login into the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption [Class - II or Class - III] issued by any of the valid Certifying Authority approved by Govt. of India as per 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.
4. Upload supporting documents by clicking "Mapped Documents". Then submit the tender. Take a print screen of "Bid successfully submitted" message for reference.
5. Primary Contact Numbers: +91-9081000427, 9904406300, email id: [support@procuretiger.com](mailto:support@procuretiger.com)
6. Alternate Contact Details: -
  - a) Nandan Valera email: [nandan.v@eptl.in](mailto:nandan.v@eptl.in) Mob: 9081000427
  - b) Fahad Khan email: [fahad@eptl.in](mailto:fahad@eptl.in) Mob: 9904406300
  - c) Shaikh Nasruddin email: [shaikh@eptl.in](mailto:shaikh@eptl.in) Mob: 9510812960
  - d) Dinki Adhiya email: [dinki@eptl.in](mailto:dinki@eptl.in) Mob: 6354919568
  - e) Khushboo email: [kushboo.mehta@eptl.in](mailto:kushboo.mehta@eptl.in) Mob: 7968136858
7. System requirement for online bid submission:
  - a) Computer / Laptop [Notebook] with internet connection of minimum 256 kbps speed.
  - b) Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
8. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

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

Email ID: [support@auctiontiger.net](mailto:support@auctiontiger.net)

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

## ABBREVIATIONS

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

| Sl. No. | Abbreviation | Description   |
|---------|--------------|---|
| 1       | ATM          | Automated Teller Machine                                |
| 2       | BCP          | Business Continuity Plan                                |
| 3       | BFSI         | Banking, Financial Services & Insurance                 |
| 4       | BG           | Bank Guarantee  |
| 5       | BIA          | Business Impact Analysis                                |
| 6       | BYOD         | Bring Your Own Devices                                  |
| 7       | CA           | Chartered Accountant                                    |
| 8       | CBS          | Core Banking Solution                                   |
| 9       | CCNA         | CISCO Certified Network Associate                       |
| 10      | CEH          | Certified Ethical Hacker                                |
| 11      | CERT-In      | Indian Computer Emergency Response Team                 |
| 12      | CGST         | Central Goods & Services Tax                            |
| 13      | CIS          | Centre for Internet Security                            |
| 14      | CISA         | Certified Information Security Auditor                  |
| 15      | CISM         | Certified Information Security Manager                  |
| 16      | CISO         | Chief Information Security Officer                      |
| 17      | CISSP        | Certified Information Systems Security Professional     |
| 18      | COBIT        | Control Objectives for Information & Technology         |
| 19      | CS           | Cyber Security  |
| 20      | CSITE        | Cyber Security & Information Technology Examination     |
| 21      | DD           | Demand Draft  |
| 22      | DPIIT        | Department for Promotion of Industry and Internal Trade |
| 23      | DR           | Disaster Recovery                                       |
| 24      | DRP          | Disaster Recovery Plan                                  |
| 25      | EMD          | Earnest Money Deposit                                   |
| 26      | GOI          | Government of India                                     |
| 27      | GST          | Goods & Services Tax                                    |
| 28      | IAS          | Indian Administrative Service                           |
| 29      | ICT          | Information & Communications Technology                 |
| 30      | IEM          | Independent External Monitors                           |
| 31      | IFSC         | Indian Financial System Code                            |
| 32      | IGST         | Integrated Goods & Services Tax                         |
| 33      | IoT          | Internet of Things                                      |
| 34      | IP           | Integrity Pact  |
| 35      | IPS          | Indian Police Service                                   |
| 36      | IS           | Information Security                                    |

|    |         |  |
|----|---------|--|
| 37 | IT      | Information Technology                                       |
| 38 | KYE     | Know Your Employee   |
| 39 | LD      | Liquidated Damages   |
| 40 | LPT     | Licensed Penetration Tester                                  |
| 41 | MCQ     | Multiple Choice Questions                                    |
| 42 | MD&CEO  | Managing Director & Chief Executive Officer                  |
| 43 | MSME    | Micro Small & Medium Enterprise                              |
| 44 | NDA     | Non-Disclosure Agreement                                     |
| 45 | NIST    | National Institute of Standards & Technology                 |
| 46 | NIT     | Notice Inviting Tenders                                      |
| 47 | NSIC    | National Small Industries Corporation                        |
| 48 | OSCE    | Offensive Security Certified Expert                          |
| 49 | OSCP    | Offensive Security Certified Professional                    |
| 50 | OWASP   | Open Web Application Security Project                        |
| 51 | P&L     | Profit & Loss Statement                                      |
| 52 | PBG     | Performance Bank Guarantee                                   |
| 53 | PCI-DSS | Payment Card Industry - Data Security Standard               |
| 54 | PO      | Purchase Order   |
| 55 | POC     | Proof of Concept   |
| 56 | PPT     | Power Point Presentations                                    |
| 57 | PSB     | Public Sector Bank   |
| 58 | PSU     | Public Sector Undertaking                                    |
| 59 | RBI     | Reserve Bank of India  |
| 60 | RFP     | Request for Proposal   |
| 61 | SGST    | State Goods & Services Tax                                   |
| 62 | SLA     | Service Level Agreement                                      |
| 63 | SME     | Small & Medium Enterprise                                    |
| 64 | SOC     | Security Operation Centre                                    |
| 65 | SOP     | Standard Operating Procedure                                 |
| 66 | SSDLC   | Secure Software Development Life Cycle                       |
| 67 | SWIFT   | Society for Worldwide Interbank Financial Telecommunications |
| 68 | TCO     | Total Cost of Ownership                                      |
| 69 | TDS     | Tax Deducted at Source                                       |
| 70 | TO      | Technical Offer  |
| 71 | TPRM    | Third Party Risk Management                                  |
| 72 | UBI     | Union Bank of India  |

### SCHEDULE OF EVENTS & BID DETAILS

|   |  |
|---|--|
| Start Date & Time of issue of RFP/ Document Download  | 19.09.2023 at 11:00 Hours  |
| Pre-bid Meeting [Date, Time & Location]               | 26.09.2023 at 11:00 Hours<br>Union Bank of India, Cyber Security Centre of Excellence [CCoE], 4 <sup>th</sup> Floor, CISO Office, 5-9-11, Dr Pattabhi Bhavan, Secretariat Road, Saifabad, Hyderabad - 500004.  |
| Last date and time for submission of query            | 30.09.2023 up to 17:00 Hours   |
| Last date and time for downloading RFP                | 10.10.2023 up to 15:00 Hours   |
| Last date and time for submission of Bidding Document | 10.10.2023 up to 16:00 Hours   |
| Date and Time of Technical Bid Opening                | 10.10.2023 up to 16:15 Hours   |
| Place for submission of EMD & Integrity Pact          | Union Bank of India, Cyber Security Centre of Excellence [CCoE], 4 <sup>th</sup> Floor, CISO Office, 5-9-11, Dr Pattabhi Bhavan, Secretariat Road, Saifabad, Hyderabad - 500004.   |
| Cost of RFP   | Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.2,500/- in the form of Demand Draft in favour of Union Bank of India, payable at Hyderabad for purchasing hardcopy from CCoE, Hyderabad.  |
| Security Deposit/Earnest Money Deposit [EMD]          | Rs. 5,00,000/- [Rupees Five Lakh Only] in the form of Demand Draft in favour of Union Bank of India, payable at Hyderabad. EMD can also be paid in the form of Bank Guarantee [BG] of any scheduled commercial Bank other than Union Bank of India valid from the date of submission of RFP for a period of minimum 45 days beyond the final bid validity period of 180 days.  |
| Contact details                                       | Interested Bidders are requested to send the email to:<br><a href="mailto:ccoe.ccbc@unionbankofindia.bank">ccoe.ccbc@unionbankofindia.bank</a> ;<br><a href="mailto:svsadinarayana@unionbankofindia.bank">svsadinarayana@unionbankofindia.bank</a> ;<br><a href="mailto:raviteja@unionbankofindia.bank">raviteja@unionbankofindia.bank</a> ;<br><a href="mailto:sirish.addanki@unionbankofindia.bank">sirish.addanki@unionbankofindia.bank</a> ;<br>containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc. |

This tender document is the property of the Bank & is not transferable.

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

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

## TABLE OF CONTENTS

|  |    |
|--|----|
| DISCLAIMER .....   | 2  |
| GENERAL INSTRUCTIONS TO BIDDERS .....                            | 3  |
| ABBREVIATIONS .....  | 4  |
| SCHEDULE OF EVENTS & BID DETAILS .....                           | 6  |
| SECTION I: INTRODUCTION, OBJECTIVES & DEFINITIONS .....          | 10 |
| 1. Introduction .....  | 10 |
| 2. Integrity Pact [IP] .....                                     | 10 |
| 3. Objectives of the RFP .....                                   | 10 |
| 4. Definitions .....   | 11 |
| 5. Invitation of Tender Bids .....                               | 11 |
| SECTION II: ELIGIBILITY CRITERIA & TECHNICAL BID EVALUATION..... | 12 |
| 6. Eligibility Criteria.....                                     | 12 |
| 7. Evaluation Criterion.....                                     | 14 |
| SECTION III: REQUIREMENT & SCOPE OF WORK.....                    | 17 |
| 8. Scope of Work.....  | 17 |
| 9. Role and Responsibilities of Knowledge Partner: .....         | 24 |
| 10. Power to vary or omit work .....                             | 25 |
| 11. Waiver of Rights .....                                       | 25 |
| SECTION IV: BID GUIDELINES .....                                 | 27 |
| 12. Validity of Empanelment Order .....                          | 27 |
| 13. Cost of Bidding.....   | 27 |
| 14. Language of Bid.....   | 27 |
| 15. Instructions for Bid Submission .....                        | 27 |
| 16. Bid Security/ EMD [Refundable].....                          | 34 |
| 17. Performance Bank Guarantee [PBG].....                        | 35 |
| 18. Taxes and Duties.....  | 36 |
| 19. Tax Deduction at Source .....                                | 36 |
| 20. Rejection of Bid .....                                       | 36 |
| 21. Modification and Withdrawals of Bid .....                    | 37 |
| 22. Online Pre-bid Meeting .....                                 | 37 |
| 23. RFP Response.....  | 38 |
| SECTION V: TERMS & CONDITIONS .....                              | 39 |
| 24. Patent Rights.....   | 39 |

|     |   |    |
|-----|---|----|
| 25. | Adherence to Cyber Security Systems ..... | 39 |
| 26. | Liquidated Damages [LD] .....             | 40 |
| 27. | Service Level Agreement .....             | 40 |
| 28. | Payment Terms .....                       | 41 |
| 29. | Authorized Signatory .....                | 41 |
| 30. | Confidentiality .....                     | 42 |
| 31. | Indemnity & Limitation of Liability ..... | 42 |
| 32. | Intellectual Property Rights.....         | 45 |
| 33. | Non-Transferable Offer .....              | 45 |
| 34. | Responsibility for Completeness .....     | 45 |
| 35. | Force Majeure.....                        | 46 |
| 36. | Exit Clause.....                          | 46 |
| 37. | Termination of Contract.....              | 47 |
| 38. | Termination for Default .....             | 48 |
| 39. | Termination for Convenience.....          | 48 |
| 40. | Supplier's Obligations.....               | 48 |
| 41. | Training .....                            | 49 |
| 42. | Minimum Wages.....                        | 49 |
| 43. | Audit.....                                | 49 |
| 44. | Audit by Third Party.....                 | 50 |
| 45. | Contract Period .....                     | 50 |
| 46. | Media & Documentation .....               | 50 |
| 47. | Normalization of Bids .....               | 51 |
| 48. | Assignment/ Subcontract/ Consortium.....  | 51 |
| 49. | Conflict of Interest .....                | 51 |
| 50. | Compliance with Laws .....                | 52 |
| 51. | Corrupt and Fraudulent Practices.....     | 52 |
| 52. | RFP Ownership .....                       | 53 |
| 53. | Proposal Ownership .....                  | 53 |
| 54. | Information Ownership .....               | 53 |
| 55. | Tender/ RFP Cancellation.....             | 53 |
| 56. | Publicity .....                           | 54 |
| 57. | Arbitration.....                          | 54 |
| 58. | Dispute Resolution & Jurisdiction .....   | 54 |
| 59. | Other Terms & Conditions.....             | 54 |
| 60. | Submission of Bids.....                   | 54 |



|  |    |
|--|----|
| Section VI: ANNEXURES .....  | 56 |
| Annexure A - Letter of Acceptance .....  | 56 |
| Annexure B - Bidder's Profile Format.....  | 58 |
| Annexure C - Eligibility Criteria .....  | 59 |
| Annexure C1 - Details of Services/ Assignments by the bidder for BFSI clients in India during the last three financial years i.e. 2020-21, 2021-22 and 2022-23. .... | 63 |
| Annexure C2 - Details of Areas/ Topics covered by the bidder for BFSI clients in India during the last three financial years i.e. 2020-21, 2021-22 and 2022-23. .... | 64 |
| Annexure C3 - Details of Permanent Staff and their certifications.....   | 65 |
| Annexure C4 - Head Office/ Branch details of the bidding organization. ....  | 66 |
| Annexure D - Bid Security Declaration.....   | 67 |
| Annexure E - Bank Guarantee for EMD.....   | 68 |
| Annexure F - Letter of Refund of EMD .....   | 70 |
| Annexure G - Certificate for EMD waiver for MSE/NSIC Firms.....  | 71 |
| Annexure H - Format of Performance Bank Guarantee .....  | 72 |
| Annexure I - Compliance to RFP Terms & Conditions.....   | 75 |
| Annexure J - Declaration for Compliance .....  | 77 |
| Annexure K - Undertaking by Bidder .....   | 78 |
| Annexure L - Confidentiality/ Non-Disclosure Agreement .....   | 79 |
| Annexure M - Reference Site Details.....   | 85 |
| Annexure N - Pre-Contract Integrity Pact.....  | 86 |
| Annexure O - Pre-bid Query Format .....  | 92 |
| Annexure P - Know Your Employee [KYE] .....  | 93 |
| Annexure Q - Restriction on Procurement due to National Security .....   | 94 |
| Annexure R - Undertaking for Information Security .....  | 95 |

## SECTION I: INTRODUCTION, OBJECTIVES & DEFINITIONS

### 1. Introduction

Union Bank of India, a Government of India undertaking has its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, having CISO Office and Cyber Security Center of Excellence [CCoE] at 4<sup>th</sup> Floor, CISO Office, 5-9-11, Dr Pattabhi Bhavan, Secretariat Road, Saifabad, Hyderabad - 500004. The Bank has a network of over 8600 branches and 11200 ATMs spread across the country, with its business mix of over Rs.19.28 Lac Crore as of 31st March 2023. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc.

### 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 this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders [NIT]/ Request for Proposals [RFP] till the conclusion of the contract i.e. final payment or the duration of warranty/ guarantee. Format of IP is attached as Annexure N for strict compliance.

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

- a. Dr. Meeran Chadha Borwankar, IPS [Retd.]  
e-mail- [mcborwankar@gmail.com](mailto:mcborwankar@gmail.com)
- b. Smt. Bharathi Sivaswami Sihag, IAS [Retd.]  
e-mail- [bsihag@hotmail.com](mailto:bsihag@hotmail.com)

### 3. Objectives of the RFP

- 3.1 Union Bank of India [hereinafter called as “UBI” or “Bank”] invites proposals from experienced and eligible entities [hereinafter referred to as “Respondent” or “Bidder” or “Vendor”] for *“Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other Stakeholders of the bank”*.
- 3.2 Bidders who are interested in participating in this bid must fulfil the eligibility criteria mentioned in the document.
- 3.3 Apart from the above, the bidder must also agree to all terms & conditions mentioned under this bid.
- 3.4 Bank may not accept any deviations from the terms and conditions specified in the tender. Deviations could result in disqualification of the offer made by the vendor at the discretion of the Bank.

#### 4. Definitions

- 4.1 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Union Bank of India', which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 4.2 'RFP' means this Request for Proposal prepared by Union Bank of India for Empanelment of Information/Cyber Security Knowledge partners for training, certification and awareness sessions for staff, vendors & customers of bank.
- 4.3 'Parent Company' means, any company which wholly owns the bidder as the subsidiary.
- 4.4 'Bidder' means a vendor submitting the proposal in response to this tender process. "Bidder" [including the term 'tenderer', 'consultant' or 'service provider' in certain contexts] means any person or firm or company, including any member of a consortium or joint venture [that is an association of several persons, or firms or companies], every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 4.5 'Proposal' means that Technical/ Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.

#### 5. Invitation of Tender Bids

- 5.1 This RFP is an invitation for bidder's responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.
- 5.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.
- 5.3 All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.
- 5.4 Contracting / sub-contracting is not permitted.
- 5.5 The RFP Document can be downloaded from Bank's Website <https://unionbankofindia.co.in> or from Government portal <https://eprocure.gov.in> or eProcurement Portal <https://ubi.abcprocure.com>. The response should be uploaded online at the e-procurement Portal <https://ubi.abcprocure.com>.

## SECTION II: ELIGIBILITY CRITERIA & TECHNICAL BID EVALUATION

### 6. Eligibility Criteria

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

- 6.1 The bidder should be a company registered in India as per Company Act 1956/ 2013 or a partnership firm/ a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a PSU/ Government/ Private Organization/ firm or an academic institution or an organization registered under Societies Act and should be in existence for last 5 years from the date of issuance of this RFP.

Note: Bank Shall Follow Govt. Guidelines/Notifications for Public Procurement. As per Policy Circular No. 1[2][1]/2016-MA dated: 10.03.2016 issued by GOI and F.20/2/2014-PPD [Pt] dated 20.09.2016, bank may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Start-ups subject to meeting of quality and technical specifications.

- 6.2 The bidder should have minimum average annual turnover of Rs. 2 Crore in last three financial years i.e. 2020-21, 2021-22 and 2022-23 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the financial year 2022-23 is not finalized, CA certified Provisional Balance Sheet of 2022-23 should be submitted. This must be the individual company turnover and not that of any group of companies.

Note: Bank Shall Follow Govt. Guidelines/Notifications for Public Procurement. As per Policy Circular No. 1[2][1]/2016-MA dated: 10.03.2016 issued by GOI and F.20/2/2014-PPD [Pt] dated 20.09.2016, bank may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Start-ups subject to meeting of quality and technical specifications.

- 6.3 The bidder should have handled assignments/ Services related to cyber security trainings/ awareness sessions and content development to BFSI institutions in India during last three financial years [i.e. 2022-23, 2021-22 and 2020-21]. The bidder should have experience in handling training in at least 3 of the following areas:

Introduction to Cyber Security, IT/ Cyber Risk Management, Case Studies on Recent Cyber Security Breaches, Case Studies on Cyber Laws, Cyber Security Framework, Data Protection and Privacy, Vulnerability Management, Encryption and Cryptography, Third-Party Risk Management, Security Auditing, Network Security, Endpoint Security, Web Application Security, Threat Hunting and Intelligence, Wireless Security, Physical Security, ISO Certification Trainings, Business Continuity Management, Cyber Security - Regulatory Measures, Cyber Fraud Investigation, Cyber Security Governance, Master Directions and advisories issued by the regulator, Banking Domain covering Core Banking Solutions, ATM, SWIFT, Internet Banking, Mobile Banking, Payment Gateway, Fintech.

- 6.4 The bidder shall have at least 25 full time permanent employees working with the entity as on date of bid submission. Out of these at least 5 [Five] full time technical permanent employees shall meet the following criteria:  
Any Graduate with at least two certifications out of CEH/ LPT/ CCNA/ ISO 27001 LA/ ITIL/ PCI-DSS/ CompTIA Security+ /CompTIA PenTest+/ CCNP/ CISA/ CISM/ CISSP/ OSCP/ OSCE/ CRPT.
- 6.5 The bidder should have their Head Office /Branch office preferably at Hyderabad/Mumbai or must have their Head Office/ Branch office at least any one of the mentioned locations: Delhi, Bangalore, Pune, Ahmedabad, Bhopal, Kolkata, Chennai, Mangalore, Varanasi, Vijayawada, Visakhapatnam, Ranchi, Bhubaneswar, Chandigarh, Jaipur, Lucknow. [Provide details such as address of the office, contact no of the office & no of technical staff working at these offices]
- 6.6 The companies or the firms, bidding for tender should not have been backlisted by any Government Authority or Public Sector Undertaking [PSUs]. The bidder should give an undertaking on their letter head that they have not been blacklisted by any of the Government Authority or PSUs. In case in the past, the name of the Company was blacklisted by any of the Govt Authority or PSUs, the name of the organization must have been removed from the blacklist as on date of submission of the tender, otherwise the bid will not be considered.
- 6.7 Bidder has to sign and submit an Integrity Pact [IP] as per format prescribed by Bank. Submission of Integrity Pact will be mandatory criterion for prequalification of Vendor and the same has to be submitted along with the bid. IP should be signed by authorized signatory of the vendor/firm.
- ❖ Signing of the IP shall be the first item in Pre-qualification criteria since this is a requirement to be fulfilled and checked before considering any offer and start evaluating its compliance to other parameters such as technical, functional etc. 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 the IP is attached as Annexure N for strict compliance.
  - ❖ The Independent External Monitors [IEMs] appointed by the bank, will review independently and objectively, whether and to what extent parties have complied with their obligations under the pact.
  - ❖ Integrity Pact will be submitted by the bidder on a stamp paper with witness and no deviation will be allowed in IP format finalized by the Bank.

Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant sealed and self-certified documents/ certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria as per Annexures. Vendors who do not fulfil the above criteria or who fail to submit proof will be rejected ab initio. The Bank reserves the right to verify/ evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

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

Customer Name and Contact Information to be provided to the Bank with whom discussion can be done.

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

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

## 7. Evaluation Criterion

Evaluation of Technical Bids:

7.1 The Bank's evaluation of the technical bids will consider the following factors and based on such evaluation the technically qualified bidders will be short-listed:

- ❖ Scrutiny of minimum Eligibility Criteria and Technical evaluation as given in Annexure - C, C1, C2 C3 & C4 for proposed services, reference calls and site visits, if required.
- ❖ Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.
- ❖ Submission of duly signed compliance statement as stipulated in Annexure I, to be enclosed.
- ❖ Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.
- ❖ The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to site/s of the service provider and witness demos, presentations, etc.

7.2 Bank reserves the right to reject an offer under any of the following circumstances:

- ❖ Document fees if applicable, are not paid, if required.
- ❖ Offer is incomplete and/or not accompanied by all stipulated documents.
- ❖ Offer is not in conformity with the terms and conditions stipulated in this document.

7.3 The evaluation will also consider:

- ❖ Services offered by the bidder to any noticeable Bank in India. The bidder should furnish the details.
- ❖ Capability of the proposed services to meet future requirements not outlined in the RFP.

## Technical Bid Evaluation:

| S No | Parameter  | Maximum Marks |
|------|--|---------------|
| 1    | <p>The bidder should have handled at least 5 assignments/ Services related to cyber security trainings/ awareness sessions and content development to BFSI institutions in India during last three financial years [i.e. 2022-23, 2021-22 and 2020-21].</p> <ul style="list-style-type: none"> <li>❖ Greater than 7 assignments/ services → 25 M</li> <li>❖ 5 to 7 assignments/ services → 20 M</li> </ul>   | 25            |
| 2    | <p>The bidder should have experience in handling training in at least 3 of the following areas:<br/>Introduction to Cyber Security, IT/ Cyber Risk Management, Case Studies on Recent Cyber Security Breaches, Case Studies on Cyber Laws, Cyber Security Framework, Data Protection and Privacy, Vulnerability Management, Encryption and Cryptography, Third-Party Risk Management, Security Auditing, Network Security, Endpoint Security, Web Application Security, Threat Hunting and Intelligence, Wireless Security, Physical Security, ISO Certification, Business Continuity Management, Cyber Security - Regulatory Measures, Cyber Fraud Investigation, Cyber Security Governance, Master Directions and advisories issued by the regulator, Banking Domain covering Core Banking Solutions, ATM, SWIFT, Internet Banking, Mobile Banking, Payment Gateway, Fintech.</p> <ul style="list-style-type: none"> <li>❖ Greater than 5 areas/ domain → 25 M</li> <li>❖ 3 to 5 areas/ domain → 20 M</li> </ul> | 25            |
| 3    | <p>The bidder shall have at least 25 full time permanent employees working with the entity as on date of bid submission. Out of these at least 5 [Five] full time technical permanent employees shall meet the following criteria:</p> <p>Any Graduate with at least two certifications out of CEH/ LPT/ CCNA/ ISO 27001 LA/ ITIL/ PCI-DSS/ CompTIA Security+ /CompTIA PenTest+/ CCNP/ CISA/ CISM/ CISSP/ OSCP/ OSCE/ CRPT.</p> <ul style="list-style-type: none"> <li>❖ Greater than 7 employees → 20 M</li> <li>❖ 5 to 7 employees → 15 M</li> </ul>   | 20            |
| 4    | <p>Number of Years of Existence/Establishment in Information Security/ Cyber Security related activities. Evidence of the assignments to be enclosed as a proof of Experience.</p> <ul style="list-style-type: none"> <li>❖ Greater than 7 years → 15 M</li> <li>❖ 5 to 7 years → 10 M</li> </ul>  | 15            |
| 5    | <p>Presence in at least one of the following cities - Delhi, Bangalore, Mumbai, Pune, Ahmedabad, Bhopal, Kolkata, Chennai, Hyderabad, Mangalore, Varanasi, Vijayawada, Visakhapatnam, Ranchi, Bhubaneswar, Chandigarh, Jaipur, Lucknow.</p> <ul style="list-style-type: none"> <li>❖ Head/Main office @Hyderabad/ Mumbai → 12M</li> <li>❖ Head/Main office @Other than Hyderabad/ Mumbai → 10 M</li> <li>❖ 1 [One] mark for every additional city/ location [Max. 15 Marks]</li> </ul>   | 15            |

- 7.4 Bidders scoring less than 75% will not be considered for further stages of evaluation.
- 7.5 During Technical Bid evaluation, at Bank's discretion, maximum of 8 bidders scoring the highest marks, may be considered for empanelment. The decision of the Bank in this regard shall be final.
- 7.6 All bidders who are CERT-In empanelled entities shall be empanelled under "Category A" and the remaining bidders shall be empanelled under "Category B". Bank at its discretion shall float limited RFP for any of the tasks/ activities under the Scope of Work of RFP, to only category A or only category B or both categories of empanelled bidders. Copy of CERT-In empanelment order to be provided.
- 7.7 Limited tender will be floated for specific assignment/scope of work, for evaluation of commercial bids obtained only from empanelled knowledge partners.
- 7.8 Allocation / Distribution of activities/ assignments will be solely at the discretion of the bank.
- 7.9 Bank will notify successful bidder[s] in writing by letter in duplicate or email / fax that its bid has been accepted. The Selected bidder[s] has/ have to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 7.10 The successful bidder[s] shall be required to enter into a contract / Service Level Agreement [SLA] with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement [NDA] and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.
- 7.11 Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted. In case of failure to accept the empanelment within 7 days from the date of receipt of the communication, the Bank will be at liberty to cancel / drop the empanelment offer for that vendor.
- 7.12 The contract/agreement will be based on bidders offer document with all its enclosures, modifications arising out of negotiation/ clarifications etc and will include Service Level Agreement [SLA], project plan - phases & milestones and schedule as applicable, copies of all necessary documents, licenses, certifications etc.
- 7.13 The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document[s] to be enclosed as a part of the final contract.
- 7.14 Each Bidder acknowledges and accepts that the Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.



## SECTION III: REQUIREMENT & SCOPE OF WORK

### 8. Scope of Work

#### 7.1 Broad Scope:

| S.NO | Services   | Duration |
|------|--|----------|
| 1.   | Design Strategy & Annual action plan for Cyber Security Awareness in Bank for all staff members including Technical staff.   | 1 Year   |
| 2.   | Conducting Information/Cyber Security Awareness training, mandatory RBI certifications and awareness sessions for board members, staff, vendors, customers & subsidiaries of the bank.   | 1 Year   |
| 3.   | Preparation of Information/ Cyber Security Awareness Videos, Audios, Radio Jingles, Quizzes for E-learning, Manual Booklet/Brochures, fliers Screen savers, posts & Presentations etc. for spreading Information/ Cyber Security Awareness for employees, customers and vendors of the bank. | 1 Year   |

#### 7.2 Target Group for Information/Cyber Security Awareness

The target groups broadly identified for conducting Information/Cyber Security Awareness Training program is as below:

- ❖ Bank Staff
- ❖ Customers
- ❖ Vendors
- ❖ Other Stakeholders

#### 7.3 Mode of Training

The training shall be conducted both in offline and Online/Virtual mode as per bank's requirement.

#### 7.4 Content Production format: - Information/Cyber Security Awareness/ E-learning

The content format for conducting Information/ Cyber Security Awareness Training program shall include the following:

- ❖ Videos [Audio-visuals, Visual metaphors] etc.] content for shorter and longer duration based on the Bank's requirements and Category of Audience perspective
- ❖ E-Mail content, Multimedia [Animations and transitions]
- ❖ SMS Content
- ❖ Web Content
- ❖ Quizzes
- ❖ Radio jingles in short and attractive way
- ❖ Manual/Booklets/Brochures
- ❖ Publishing Screen Savers across the Bank's End User Workstations from Cyber Security perspective.

- ❖ Providing content for Publishing Cyber Security screens/flash cards in Bank Branches' premises where the compatible LCD Infra available
- ❖ LCD advertising display in respect of Cyber Security content in the Bank's prominent Locations.
- ❖ Cyber Security Awareness Sessions /Presentations [PPT]

#### 7.5 Language of Content to be Created

The content for Information/Cyber Security Awareness should be in Hindi, English & Major Regional languages such as Marathi, Gujrati, Odia, Tamil, Telugu, Kannada, Bengali & Punjabi, as per requirement of bank.

#### 7.6 Delivery Channels

The content created for the Information/Cyber Security Awareness shall be used for the following delivery channels:

- ❖ Social Media: Information/Cyber Security Awareness tips/ Dos and Don'ts /Best practices will be posted on Banks social media handles/channels like Twitter/ You tube/ Instagram/ Facebook /LinkedIn. Two posts every week will be posted.
- ❖ Banks Website: Information/Cyber Security Awareness messages and templates will be published in banks customer facing websites [<https://www.unionbankofindia.co.in>] and as well as banks internal webpages.
- ❖ Emails: Information/ Cyber Security Awareness daily bytes will be sent to employees/ customers through emails.
- ❖ Media [Electronic/Print]: Information/ Cyber Security Awareness tips will be published in major national/Regional newspapers as per banks requirement.
- ❖ Radio: Radio jingles will be played on prominent FM Channels. Two sets of jingles will be prepared annually in Hindi/ English or major regional languages as per requirements of bank.
- ❖ E-Magazines/ Booklets/Fliers: Magazines, Booklets, brochures and fliers shall be designed in Hindi/ English and prominent regional languages throughout the year for circulation amongst staff/customers.
- ❖ Online/ Offline Information/Cyber Security Awareness Sessions for staff/ customers and vendors.
- ❖ Information/Cyber Security Awareness SMS: 52 Cyber Security messages [one per week] shall be provided to bank which will be delivered to customers and employees every year.
- ❖ Quiz Questions: 1000 quiz questions along with answers in MCQ format shall be provided annually by the knowledge partners.

#### 7.7 Content fabrication by knowledge partner for Information/Cyber Security Awareness

The knowledge partners shall follow the following steps for approval of the Cyber Security Awareness content:

- ❖ Creation of content considering the targeted group for prevention of Cyber Security threats and prevention techniques based on latest/ best industry practices.
- ❖ Submission of the content to Bank for Approval of the Content.
- ❖ On approval of the content by the designated Bank Officials, Knowledge Partner has to design in the required formats like videos, Multimedia, SMSs, Flashcards etc.
- ❖ The design fabricated and finalized version prepared by the Knowledge Partner is to be in line with the Bank's Brand in the public.
- ❖ Knowledge Partner shall have the capabilities of the skilled staff required tools for the entire proposed contract period of the RFP.

## 7.8 Indicative List of Information/Cyber Security Awareness Topics for Senior Management

The indicative list of topics for training for Senior Management shall cover the following topics along with basics but not limited to the following.

- ❖ Cyber Security basic Principles covering CS Basic terminologies, different frameworks and Security Governance.
- ❖ Cyber Security as an enterprise-wide risk management issue covering Role of Business Heads in Cyber Security and the need of cyber security posture/preventive, detective, corrective controls
- ❖ IT Risk management covering different types of Risks, key metrics, reporting structure and Risks mitigation measures.
- ❖ Business Continuity Management [covering BIA, BCP and DRP etc.,]
- ❖ Cyber Security Framework [NIST, COBIT etc.,]
- ❖ Current Trends and Techniques in Cyber Security environment
- ❖ IT/Cyber Security Risk Management
- ❖ OWASP Top 10
- ❖ Vendor Risk Management/ TPRM [Third Party Risk Management]
- ❖ Deep and Dark web monitoring
- ❖ Surface Web threats and attacks
- ❖ Social Engineering attacks
- ❖ Cyber Security Risks in Remote Working
- ❖ Cloud Computing Security and challenges
- ❖ SSDLC [Secure Software Development Life Cycle]
- ❖ Importance of Information Security / Cyber Security Policies, Guidelines
- ❖ Threat Intelligence Advisories like US-CERT, CSITE, CERT-In, Meity etc.,
- ❖ IT Act 2000, 2008 IT Act amendment
- ❖ Insider threats from Cyber Security perspective
- ❖ Any other latest topic/happenings related to cyber security
- ❖ Hands-on sessions on above topics as per bank's requirements

## 7.9 Indicative list of Information/Cyber Security Awareness topics for General Banking Staff members

The indicative list of topics for training for General staff members shall cover the following topics along with basics but not limited to the following.

- ❖ Introduction to Cyber Security
- ❖ Basic Cyber Security Terminology
- ❖ Business Continuity Management
- ❖ Incident Detection and Response
- ❖ Recent Cyber Security Breaches
- ❖ Digital Payments and Security measures
- ❖ Importance of Information Security / Cyber Security Policies, Guidelines
- ❖ Any other latest topic/happenings related to cyber security
- ❖ Latest topics related to IT/technology
- ❖ Hands-on sessions on above topics as per bank's requirements

## 7.10 Indicative List of Information/Cyber Security Awareness Topics for IT/IS Staff members

The indicative list of topics for training for IT/IS staff members shall cover the following topics along with basics but not limited to the following.

- ❖ Introduction to Cyber Security
- ❖ Basic Cyber Security Terminology
- ❖ Cyber Security Governance
- ❖ IT/Cyber Security Risk Management
- ❖ Business Continuity Management, BCP [Business Continuity Plan], DRP [Disaster Recovery Plan] and BIA [Business Impact Assessment]
- ❖ RBI Cyber Security framework and regulatory measures
- ❖ Cyber Security Standards & Frameworks: RBI, NIST, ISO 27001, COBIT, PCIDSS, CIS, etc.
- ❖ OWASP Top 10
- ❖ End Point Security
- ❖ Network Security
- ❖ Information System Audit
- ❖ Vendor Risk Management /TPRM [Third part Risk management]
- ❖ Next Generation SoC, Artificial Intelligence, Machine Learning
- ❖ Vulnerability Assessment and Penetration Testing
- ❖ Ethical Hacking process with illustrations of Cyber Kill Chain steps and control measures.
- ❖ Log Management
- ❖ SOC Operations, Roles and Responsibilities
- ❖ Data Privacy
- ❖ Legal, Regulatory and Institution Framework in India
- ❖ Incident Detection and Response
- ❖ Digital Forensics from Cyber Security perspective
- ❖ Cyber Forensics, Legal & Regulatory Frameworks, Best Practices

- ❖ Identity and Access management/ Privileged Access Management
- ❖ Deep and Dark web monitoring
- ❖ Cloud Computing Security and challenges
- ❖ IoT Security
- ❖ Mobile Security
- ❖ Best practices for Digital wallet Security
- ❖ Ransomware Attacks and control measures
- ❖ Phishing Threat scenarios and control measures
- ❖ Blue Team, Red Team and Purple Team
- ❖ Importance of DR Drills/Cyber Drills participation
- ❖ SSDLC [Secure Software Development Life Cycle]
- ❖ Importance of Information Security / Cyber Security Policies, Guidelines
- ❖ BYOD policy implementation and control measures
- ❖ Change Management/Patch Management controlled processes and procedures
- ❖ IT Act 2000, 2008 IT Act amendment
- ❖ Insider threats from Cyber Security perspective
- ❖ Any other latest topic/happenings related to cyber security
- ❖ Hands-on sessions on above topics as per bank's requirements

#### 7.11 Indicative list of Information/Cyber Security Awareness topics for Customers

The indicative list of topics for training for customers shall cover the following topics along with basics but not limited to the following.

- ❖ Need for Information Security
- ❖ Emerging Social Engineering attacks through phishing, Vishing, Smishing etc.
- ❖ Digital payments through the Mobile devices security loopholes and controls to follow
- ❖ ATM Cards skimming and control aspects to be known for prevention/detection
- ❖ Social Media Frauds and controls
- ❖ Nature of frauds in Digital transaction payments through different e-wallets and best practices avoid the frauds
- ❖ Frauds being taken place through Digital Gamification and best practices to avoid
- ❖ Usage of Internet banking/Mobile Banking/UPI payments and frauds taking place and best practices to follow for avoiding cyber frauds
- ❖ Awareness on ongoing Cyber Threats and best practices to avoid from the Cyber Attacks
- ❖ Frauds being taking place from redirecting Browsers and best practices
- ❖ Cyber Security initiatives by GOI and mechanism to lodge complaint with Govt authorities and in the Bank.

#### 7.12 Indicative list of Information/Cyber Security Awareness topics for Vendors

The indicative list of topics for training for Vendors is as below:

- ❖ Introduction to Cyber Security

- ❖ Basic Cyber Security Terminology
- ❖ IT/Cyber Security Risk Management
- ❖ Business Continuity Management, BCP [Business Continuity Plan], DRP [Disaster Recovery Plan] and BIA [Business Impact Assessment]
- ❖ RBI Cyber Security framework and regulatory measures
- ❖ Cyber Security Standards & Frameworks: RBI, NIST, ISO 27001, COBIT, PCIDSS, CIS, etc.
- ❖ OWASP Top 10
- ❖ End Point Security
- ❖ Network Security
- ❖ Information System Audit
- ❖ Vendor Risk Management /TPRM [Third part Risk management]
- ❖ Next Generation SOC, Artificial Intelligence, Machine Learning

### 7.13 Cyber Security Awareness- Assessment

The Cyber Security Knowledge partner should do the Cyber Security Awareness assessment of all the staff members/ customers/ other stakeholders who attend the training program organized for the bank. They should adhere to any assessment requirements of the bank and also follow the assessment requirements as per directions of the RBI/ any Regulatory authority.

### 7.14 Quantification of the Annual Indicative Information/Cyber Security Awareness Training Certification Programs.

This following table depicts the minimum training to be delivered by cyber security knowledge partners. The figures are tentative and may change from time to time as per banks Regulatory/Compliance/top managements requirements.

| S. No | Information/ Cyber Security Awareness Programs                    | Mode of Delivery | Approx. No of Participant's                             | No of participants per batch | Appx Hrs. Duration Per annum [p.a] |
|-------|---|------------------|---|------------------------------|------------------------------------|
| 1     | 1-day Training sessions for Board Members of the Bank             | Offline/ Online  | 1 Batch   | 12                           | 6                                  |
| 2     | RBI Mandated certification programs for Senior Management [CSEDP] | Offline/ Online  | 50 p.a<br>One-time Certification as per RBI directions  | 25                           | 24                                 |
| 3     | Cyber Security certification program for Scale-V                  | Offline/ Online  | 600<br>One-time Certification as per MD & CEO, Approval | 25                           | 144                                |

|    |   |                 |   |                   |     |
|----|---|-----------------|---|-------------------|-----|
| 4  | Cyber Security Awareness Townhall meetings across 18 locations^ | Offline/ Online | 18*200=3600<br>Yearly                         | 200               | 54  |
| 5  | Cyber Jaagrookta Webinar  | Online          | Monthly once on 1st Wednesday of every month. | All Staff         | 12  |
| 6  | Oct- Month- Awareness Programs                                  | Online          | 1 hr. webinar sessions for each working day   | All staff         | 31  |
| 7  | 1-day Training sessions for general banking staff               | Offline/ Online | 65 Batches                                    | 100-200 per batch | 390 |
| 8  | 2-day Training sessions for IT/ IS staff                        | Offline/ Online | 4 Batches                                     | 50-100 per batch  | 48  |
| 9  | 1-day Training sessions for vendors of bank                     | Offline/ Online | 4 Batches                                     | 50-100            | 24  |
| 10 | 1-day Training sessions for Subsidiaries                        | Offline/ Online | 4 Batches                                     | 100-200 per batch | 24  |

18 locations^: - Mumbai, Hyderabad, Chennai, Bangalore, Delhi, Varanasi, Bhubaneshwar, Ranchi, Kolkata, Pune, Ahmedabad, Bhopal, Chandigarh, Jaipur, Lucknow, Mangalore, Vijayawada & Visakhapatnam.

# Number of participants is indicative and shall change at discretion of the Bank.

**7.15 The broad quantities for enablers in addition to the Information/Cyber Security Awareness Training Programs is as below:**

| S. No | Item                 | Quantity/ Frequency   |
|-------|----------------------|---|
| 1.    | Videos               | 12 Videos with voiceover.   |
| 2.    | Audio                | 12 Audios   |
| 3.    | E-Magazine/ Booklets | 12 Magazine / Booklets in Hindi / English for employees of 16 pages each.<br>12 Magazine/ Booklets in Multilingual for 16 pages each for customers. |
| 4.    | Brochures            | 6 Multilingual brochures of 6 pages each.   |
| 5.    | Fliers               | 12 Multilingual fliers [One Page each]  |
| 6.    | PPTs                 | 24 PPTs   |
| 7.    | Banners/Standees     | 12 banners/standee designs on different themes pertaining to Information/Cyber Security Awareness   |
| 8.    | Quiz Questions       | 1000 quiz questions per annum upfront   |
| 9.    | Crosswords           | 24 [Questions should be different from the pool of MCQs]  |
| 10.   | Radio Jingles        | 2 sets of Radio Jingles   |
| 11.   | Email                | One per day for the whole year  |
| 12.   | SMS                  | One per week  |

Note: Only design content to be provided to the bank. Printing and showcasing in the Media shall be done by the bank. Content to be delivered to bank in advance for use.

#### 7.16 Content Delivery:

The Knowledge Partner shall deliver the content to the target group/audience in coordination with Bank team.

The knowledge partner shall conduct Information/Cyber Security Awareness programme for Bank employees, Customers, Vendors and other Stakeholders. The knowledge partner shall conduct Cyber Security Awareness sessions with live hacking demos for:

- ❖ Bank Staff
- ❖ Customers
- ❖ Vendors
- ❖ Other stakeholders

The knowledge Partner should have the required tools and technology or shall hire the creative team who will be available for service throughout the contract period on all working days of the Bank and on holidays as well in urgency, to ensure the high-end quality of creatives/deliverables in time.

#### 9. **Role and Responsibilities of Knowledge Partner:**

- 9.1 The knowledge partner shall design strategy & annual action for plan for Cyber Security Awareness in Bank for all staff members including Technical staff for a period of 1 year.
- 9.2 The knowledge partner shall be responsible for end-to-end delivery and management of Banks Information Security/ Cyber Security Awareness initiatives including strategizing, creating, designing and delivery of awareness initiatives.
- 9.3 The knowledge partner shall ensure that there are no copyright infringement issues while designing and delivering creatives to the bank. A declaration in this regard will be submitted along with every creative submitted by the knowledge partner. In case of any copyright/infringement issues Knowledge partner will be solely responsible and liable.
- 9.4 The knowledge partner should ensure that the content is not used elsewhere or in any other organization and it should not be repeated.
- 9.5 The creatives, Video, Audio designed for bank will be solely used by bank in various ways to cover audiences on multiple platforms such as Digital, social media, Electronic Media, Print Media Etc. The open files as well as printable files of all creatives created for the bank shall be provided to the bank for future use.
- 9.6 The knowledge partner shall assist in planning the Information/ Cyber Security Awareness campaign for Banks Foundation Day/ Computer Security Day/Major festivals like Diwali/Onam/Holi etc. before time to ensure the delivery of the content and timely publishing of the content in social media/ Print Media.



- 9.7 The knowledge partners shall bring innovative ideas and best industry practices for effective dissemination of Information/ Cyber Security Awareness inputs to customers, employees and vendors.
- 9.8 The knowledge partners shall arrange for expert speakers in Cyber Security domain for conduct of Information/ Cyber Security Awareness sessions and demonstration of live hacking demos etc.
- 9.9 The knowledge partners shall provide two dedicated resources from their team onsite from their team for coordination with UBI team and ensuring timely uninterrupted delivery of the content as per requirements of the bank.

#### **10. Power to vary or omit work**

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

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

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

#### **11. Waiver of Rights**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be

effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

## SECTION IV: BID GUIDELINES

### 12. Validity of Empanelment Order

The Empanelment Order shall be valid for a period of 1 year from the date of issuance of the Empanelment Order. Bank may further extend the empanelment period maximum up to 1 year at Bank's discretion.

This is an empanelment only, the actual job allocation or Scope of Work will be dynamic, likely to undergo change from time to time, depending upon type & nature of activity and in any areas of Cyber Security related training or content development activities as required by Bank.

Bank, at its discretion may ask for additional eligibility criteria for any job allocation to ascertain required expertise and work experience of services provider in handling that such assignment.

### 13. Cost of Bidding

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

### 14. Language of Bid

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

### 15. Instructions for Bid Submission

#### 15.1 Cost of RFP

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

15.1.2 The RFP Document can be downloaded from Bank's Website <https://unionbankofindia.co.in> or from Government portal <https://eprocure.gov.in> or eProcurement Portal <https://ubi.abcprocure.com>.

15.1.3 All costs and expenses [whether in terms of time or material or money] incurred by the Recipient/Bidder in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

## 15.2 Period of Validity of Bids

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

## 15.3 Amendment of Bidding Documents

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

## 15.4 Opening of Offers

Offers/ bids reserved for Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other Stakeholders of the bank will be opened as per the schedule of this RFP.

One representative of the bidder can be present for the opening of the Technical Offers.

No separate intimation will be given in this regard to the bidders, for deputing their representatives.

## 15.5 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.

15.5.1 All pages of the bid shall be initialled by the person or persons signing the bid.

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

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

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

15.5.5 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.

## 15.6 Technical Bid

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

15.6.1 The offer will be in Technical Bid. It must be submitted at the same time giving full particulars as per the prescribed formats:

***“Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other Stakeholders of the bank”.***

15.6.2 Any bid document not conforming to any of the terms mentioned in the RFP will be rejected.

15.6.3 It is mandatory to submit all the details in the prescribed pro-forma [Annexure B] duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details.

15.6.4 The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.

15.6.5 In addition, the following documents are to be submitted online at the e-procurement site <https://ubi.abcprocure.com>.

15.6.6 The Technical Bid should be complete in all respects and contain all information asked for in this document. It should not contain any price information. It should be submitted online.

15.6.7 Integrity Pact [IP] as provided in Annexure N is to be submitted physically. It should be on stamp paper duly signed by authorized signatories of the company/Firm/Organization.

15.6.8 Non submission of Integrity Pact at the time of bid submission will be liable for rejection of bid.

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

15.6.10 The following documents are to be submitted in original [Union Bank of India, Cyber Security Centre of Excellence [CCoE], 4th Floor, CISO Office, 5-9-11, Dr Pattabhi Bhavan, Secretariat Road, Saifabad, Hyderabad - 500004] at the Bank as well as online mode on or before last date & time of bid Submission.

The Technical Bid should comprise of following annexures:

- ❖ Annexure A - Letter of Acceptance
- ❖ Annexure B - Bidder's Profile Format
- ❖ Annexure C - Eligibility Criteria
- ❖ Annexure C1 - Details of Services/ Assignments by the bidder for BFSI clients in India during the last three financial years i.e. 2020-21, 2021-22 and 2022-23.
- ❖ Annexure C2 - Details of Areas/ Topics covered by the bidder for BFSI clients in India during the last three financial years i.e. 2020-21, 2021-22 and 2022-23.
- ❖ Annexure C3 - Details of Permanent Staff and their certifications.
- ❖ Annexure C4 - Head Office/ Branch details of the bidding organization.
- ❖ Annexure D - Bid Security Declaration
- ❖ Annexure E - Bank Guarantee for EMD
- ❖ Annexure G - Certificate for EMD waiver for MSE/NSIC Firms [Applicable for MSE firms]
- ❖ Annexure H - Format of Performance Bank Guarantee
- ❖ Annexure I - Compliance to RFP Terms & Conditions
- ❖ Annexure J - Declaration for Compliance
- ❖ Annexure K - Undertaking by Bidder
- ❖ Annexure L - Confidentiality/ Non-Disclosure Agreement
- ❖ Annexure M - Reference Site Details
- ❖ Annexure N - Pre-Contract Integrity Pact
- ❖ Annexure P - Know Your Employee [KYE]
- ❖ Annexure Q - Restriction on Procurement due to National Security

- 15.6.11 The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.
- 15.6.12 Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.
- 15.6.13 The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be considered either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder later cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder's response to this RFP document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.
- 15.6.14 All the annexures should be submitted online in letter head of bidder duly signed with seal of the company. Sealed and self-certified photocopies of

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

- 15.6.15 Signed & Sealed copy of all the pages of RFP, subsequent corrigendum and supporting documents/ certificates, to be submitted online along with the technical bid.
- 15.6.16 The bidder should ensure that all the annexure is submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 15.6.17 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 15.6.18 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 15.6.19 The Bank reserves the right to disqualify the bidder/[s] if bidder/[s] have not completed any project successfully in Union Bank of India in stipulated time i.e. supply, Installation, Implementation, migration, upgradation, support etc.
- 15.6.20 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 [<https://unionbankofindia.co.in>], Govt. Tender Site [<https://eprocure.gov.in>] and e-procurement site [<https://ubi.abcprocure.com>] and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

## 15.7 RFP Clarifications

Queries/clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to: [ccoe.ccbc@unionbankofindia.bank](mailto:ccoe.ccbc@unionbankofindia.bank); [svsadinarayana@unionbankofindia.bank](mailto:svsadinarayana@unionbankofindia.bank); [raviteja@unionbankofindia.bank](mailto:raviteja@unionbankofindia.bank); [sirish.addanki@unionbankofindia.bank](mailto:sirish.addanki@unionbankofindia.bank); with subject "Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other Stakeholders of the bank" as per Annexure O.

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP

document. Bidders are requested to visit Bank's website for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/ Corrigendum on the Bank's website [<https://unionbankofindia.co.in>], Govt. Tender Site [<https://eprocure.gov.in>] and e-procurement site [<https://ubi.abcpocure.com>].

## 15.8 Other Terms and Conditions of RFP

- 15.8.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 15.8.2 By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for the work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 15.8.3 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 15.8.4 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.



## 15.9 Miscellaneous RFP Requirement

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

- 15.9.1 No Commitment to Accept Lowest bid or Any Tender - The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- 15.9.2 Erasures or Alterations - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 15.9.3 The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

## 15.10 Technical Bid Evaluation

- 15.10.1 During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests seeking explanation through e-procurement portal within 3 days or any such extended time frame indicated in the portal, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the e-Procurement portal every now and then in order to ascertain any exceptions are raised or clarifications are sought by bank post last date of bid submission. No separate

intimation will be made by bank to the participated bidders for responding to the clarification sought. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.

- 15.10.2 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.
- 15.10.3 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.

#### 15.11 Awarding of Assignment:

This is an empanelment only, the actual job allocation or Scope of Work will be dynamic, likely to undergo change from time to time, depending upon type & nature of activity and in any areas of Cyber Security related training or content development activities as required by Bank; payments will be based on actual work mutually agreed at the time of awarding an assignment / contract.

Bank, at its discretion may ask for additional eligibility criteria for any job allocation to ascertain required expertise and work experience of services provider in handling that such assignment.

#### 16. Bid Security/ EMD [Refundable]

- 16.1 The bidder should deposit bid security of Rs. 5,00,000/- [Rupees Five Lakh Only] in the form of a demand draft favouring Union Bank of India, payable at Hyderabad or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. Bank Guarantee should be valid for minimum 6 months [180 days] from the date of submission of bids with claim period of 45 days. Bidder has to ensure delivery of hardcopy of DD/BG before last date of submission of bid.
- 16.2 In case of bidders registered with NSIC/Udyog Aadhaar as MSE or a Start-up Company, they are eligible for waiver of EMD. However, MSE bidders need to provide valid NSIC/MSE Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade [DPIIT], Ministry of Commerce & Industry, Government of India. In addition, MSE bidders have to

submit Annexure G in physical form [Hard copy] duly signed by Chartered Accountant before last date and time of submission of bid.

**16.3 Bid Security shall be forfeited in the following cases:**

- ❖ If a bidder withdraws its bid during the period of bid validity; or
- ❖ If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
- ❖ In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in.
- ❖ In case of a successful Bidder, if the Bidder fails:
  - To execute contract within the stipulated time or
  - To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

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

- ❖ No interest will be payable on the Bid Security amount.
- ❖ Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/ Bid Security for returning of the bid security amount as per Annexure F.

**16.5** The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee [other than Union Bank of India] as per the format mentioned in Annexure H, valid for the entire contract period.

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

**17. Performance Bank Guarantee [PBG]**

**17.1** For various requirement the Bank will float limited RFP amongst the empanelled Knowledge Partners. The successful bidder shall provide a Performance Bank Guarantee within 14 days from the date of receipt of Purchase Order in the format as provided in Annexure H, for 3% of the Purchase Order/ Contract Value and for entire period of the contract and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India. Bidders are to note that payment will be released only against submission of PBG.

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

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

17.4 If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited

## 18. Taxes and Duties

The Bidder shall solely be responsible for all payments [including any statutory payments] to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

Payment of all taxes i.e., GST [CGST/SGST/IGST] will be made at actual, on production of suitable evidence of payment by the Bidder.

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

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

## 19. Tax Deduction at Source

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

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

## 20. Rejection of Bid

The Bid is liable to be rejected if:

- ❖ The document does not bear signature of authorized person in each page and duly stamped.
- ❖ It is received through Fax/ E-mail/ dropped in tender box.
- ❖ It is received after expiry of the due date and time stipulated for Bid submission.

- ❖ Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids/ Bids not conforming to the terms and conditions stipulated in this Request for proposal [RFP] are liable for rejection by the Bank.
- ❖ It is evasive or contains incorrect information.
- ❖ Any form of canvassing/ lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- ❖ Bidder should comply with all the points mentioned in the scope of work, technical specifications, and all other clauses of RFP. Non-compliance of any point will lead to rejection of the bid.
- ❖ Bids dropped in tender box or submitted in physical hard copy format.
- ❖ Non-submission of Integrity Pact [IP]/ EMD/ waiver certificate.

## 21. Modification and Withdrawals of Bid

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

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

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

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

## 22. Online Pre-bid Meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank will hold a pre-bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any bidder shall be entertained/received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's website. Only authorized representative of bidder [maximum two] will be allowed to attend the online Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization through the emails mentioned in this RFP along with details including name, organization, designation, Mobile number, etc. with subject as "RFP for Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other Stakeholders of the bank". URL for joining the online Prebid meeting will be sent separately to those submitted authorization letter within the scheduled date and time. Bidders can have better experience if joined through Microsoft Teams app.

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

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/

Corrigendum on the Bank's website [<https://unionbankofindia.co.in>], Govt. Tender Site [<https://eprocure.gov.in>] and e-procurement site [<https://ubi.abcprocure.com>].

### **23. RFP Response**

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

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

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

## SECTION V: TERMS & CONDITIONS

### 24. Patent Rights

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

### 25. Adherence to Cyber Security Systems

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

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

The resources onboarded to Bank's work need to provide declaration as per Annexure P - Know Your Employee [KYE] Clause as per bank's outsourcing policy.

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

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

All information 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.

## **26. Liquidated Damages [LD]**

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

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

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

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

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

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

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

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

## **27. Service Level Agreement**

27.1 Once the Bid of the successful bidder is accepted by the Bank, the Bidder shall enter into a Service Level Agreement [SLA] with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

27.2 The empanelment period shall be valid for a period of one year.

27.3 The overall penalty including LD is capped at maximum 10% of Contract Value/ Purchase Order; beyond which bank may invoke Termination of Contract, as per Bank's discretion. Further, Bank may terminate the contract [fully/ partially] and may invoke the BG to recover any amount due to Bank.



- 27.4 Non completion of each activity as mentioned phase-wise will attract a penalty of Rs. 5000/- per week.
- 27.5 Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made.
- 27.6 Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- 27.7 RBI/Regulatory authority may inspect facilities of successful bidder during the contract period as well as up to 2 years beyond the contract period. Inspection is limited to the scope of work agreed upon to this agreement.

## **28. Payment Terms**

- 28.1 No advance payment will be released against purchase order.
- 28.2 The Penalty, Liquidated Damage [LD] will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e. SLA, LD, etc. if any.
- 28.3 Successful Bidder agrees that Bank to hold or deduct the amount from its invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- 28.4 All the payments to the bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the services to the satisfaction of Bank for this purpose.
- 28.5 Under no circumstances Bank shall be liable to the successful bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- 28.6 Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the successful bidder under the Contract, if the successful bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
- 28.7 All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.
- 28.8 The bidder's request[s] for payment shall be made to Bank in writing [Invoice] accompanied by the monthly reports/attendance for which payment is being claimed.

## **29. Authorized Signatory**

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

### **30. 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:

- 30.1 To maintain and use the Information only for the purposes of the Contract/ Agreement and only as permitted by the BANK;
- 30.2 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;
- 30.3 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
- 30.4 To treat all Information as Confidential Information.
- 30.5 The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure L within thirty days of issuing the purchase order/ letter of intent/ empanelment order.

### **31. Indemnity & Limitation of Liability**

- 31.1 Subject to Clause 31.4 below, the bidder [the "Indemnifying Party"] undertakes to indemnify, hold harmless the Purchaser [the "Indemnified Party"] from and against all claims, liabilities, losses, expenses [including reasonable attorneys' fees], fines, penalties, taxes or damages [Collectively “Loss”] on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity [including the Indemnified Party] attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.
- 31.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

- 31.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
- 31.3.1 Indemnified Party's misuse or modification of the Service;
  - 31.3.2 Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
  - 31.3.3 Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either;
    - 31.3.3.1 Procure the right for Indemnified Party to continue using it
    - 31.3.3.2 Replace it with a non-infringing equivalent
    - 31.3.3.3 Modify it to make it non-infringing.
    - 31.3.3.4 The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- 31.4 The indemnities set out in this clause shall be subject to the following conditions:
- 31.4.1 The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - 31.4.2 the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
  - 31.4.3 if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - 31.4.4 the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - 31.4.5 all settlements of claims subject to indemnification under this Clause will:

- 31.4.5.1 be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
- 31.4.5.2 include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- 31.4.6 the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs [if any] finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- 31.4.7 the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- 31.4.8 in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
- 31.4.9 if a Party makes a claim under the indemnity set out under Clause 30.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses [including any claim for damages].

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

For the purpose of this section "contract value" at any given point in time means aggregate value of purchase order placed by bank under this project.

The liability of either Party [whether in contract, tort, negligence, strict liability in tort, by statute or otherwise] for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 30 [Confidentiality].

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses [including but not limited to business interruption, lost business, lost profits, or lost savings] nor for any third-party claims [other than those set-forth in Clause 35.1] even if it has been advised of their possible existence.

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

### **32. Intellectual Property Rights**

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

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

32.2 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.

32.3 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.

### **33. 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.

### **34. Responsibility for Completeness**

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

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other

information as mentioned above within the time schedule and without extra cost to the Bank.

### **35. Force Majeure**

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

- 35.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- 35.2 Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- 35.3 Terrorist attacks, public unrest in work area;
- 35.4 Provided either party shall within ten [10] days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

### **36. Exit Clause**

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

- 36.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 14 days from receipt of purchase contract.
- 36.2 Delay in delivery beyond the specified period.
- 36.3 Delay in completing testing/developing/customization and acceptance tests/ checks beyond the specified periods.
- 36.4 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- 36.5 In addition to the termination of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

### 37. Termination of Contract

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

The Bank will be entitled to terminate/cancel 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:

- 37.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 37.2 Laxity in following security standards given by the Bank.
- 37.3 Excessive delay in execution of orders placed by the Bank.
- 37.4 Discrepancies/deviations in the agreed processes and / or products.
- 37.5 Violation of terms & conditions stipulated in this RFP at any point of time during the contract period.
- 37.6 The Successful bidder goes into liquidation voluntarily or otherwise.
- 37.7 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 37.8 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 37.9 Non-satisfactory performance of the selected bidder during implementation and operation.
- 37.10 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.
- 37.11 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 37.12 Material discrepancies in the Deliverables and Services noted in the implementation/maintenance of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.

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

37.14 Selected bidder is found to be indulging in frauds.

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

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

### **38. Termination for Default**

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

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

### **39. Termination for Convenience**

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

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

### **40. Supplier's Obligations**

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

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

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



#### **41. Training**

Bidder shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ tools/ scripts/ Services/ Technology and components used/ supplied by the vendor and troubleshooting processes.

#### **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. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

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

#### **43. Audit**

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

The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.

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

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

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

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

#### **44. Audit by Third Party**

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

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

#### **45. Contract Period**

The successful bidder shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. The contract period for this project is 1 year from the date of issuance of empanelment order, with provision to extend contract for further 1 year at the same cost & terms and conditions based on satisfactory performance. The performance of the successful bidder during the contract period shall be reviewed by the bank on annual basis at the discretion of the bank.

The extended contract period will be reviewed on yearly basis subject to satisfactory performance of the resources. However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee.

#### **46. Media & Documentation**

The vendor is expected to provide Media & Documentation for all the services provided. Latest copy of the required document of availed service may be submitted along with an

undertaking on company's letter head stating that it contains valid and legal copy as required by the Bank.

#### **47. Normalization of Bids**

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

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

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

#### **48. Assignment/ Subcontract/ Consortium**

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

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

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

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

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

#### **49. Conflict of Interest**

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

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

## **50. Compliance with Laws**

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

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

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

## **51. Corrupt and Fraudulent Practices**

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

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

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

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

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

## **52. RFP Ownership**

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

## **53. Proposal Ownership**

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

## **54. Information Ownership**

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

## **55. Tender/ RFP Cancellation**

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

## **56. Publicity**

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

## **57. 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.

## **58. Dispute Resolution & Jurisdiction**

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only. Law of India will be applicable for dispute resolution.

## **59. Other Terms & Conditions**

- 59.1 Empanelment does not confer any rights on the vendors to necessarily receive assignments/jobs.
- 59.2 Empanelment by the Bank does not constitute any right on the vendor to receive assignments / activities / work orders.
- 59.3 This allocation of assignments/jobs will be at the sole discretion of the Bank. This would be subject to annual review.
- 59.4 Bank reserves the right to de-empanel any empanelled Knowledge Partners.
- 59.5 All the details pertaining to this procurement will be displayed on our website after the placement of the purchase order on the selected Bidder.
- 59.6 Clarifications needed on any of the points mentioned in the RFP, if any, may be sought from the Bank as per the timelines specified in Bid details and after which no request will be entertained / replied.

## **60. Submission of Bids**

The bidders have to submit responses to the RFP through Online. Only original documents viz. Bid security and Integrity Pact should be submitted in physical form. All response documents as per requirement of RFP must be uploaded on the site

<https://ubi.abcprocure.com>. Integrity Pact [IP] must be submitted physically in sealed cover at the following address on or before scheduled date and time.

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

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

## Section VI: ANNEXURES

### Annexure A - Letter of Acceptance

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

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

Dear Sir,

**Sub: Request for Proposal [RFP] for Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other Stakeholders of the bank**

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired services/ 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 any], if required will be licensed, legally obtained and with latest version.

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

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.



- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination of commercial bids.
- f. We enclose Demand Draft/Bank Guarantee for Rs. ----- [Rupees ----- only] favouring Union Bank of India and payable at Hyderabad, towards bid security/ EMD, details of the same is as under:

No.:

Date:

Name of Issuing Bank :

Or

MSME/Udyog Aadhaar Certificate No.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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

Yours faithfully,

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

## Annexure B - Bidder's Profile Format

| S. No.  | Particulars   | Response                           |                           |
|---------|---|------------------------------------|---------------------------|
| 1       | Name of the Firm/ Company   |                                    |                           |
| 2       | Year of Incorporation in India  |                                    |                           |
| 3       | Name of the Partners/ Directors   |                                    |                           |
| 4       | Address of Firm/ Company  |                                    |                           |
|         | Head Office   |                                    |                           |
|         | Local/ Branch Office in Hyderabad   |                                    |                           |
| 5       | Authorized Contact Person   |                                    |                           |
|         | Name & Designation  |                                    |                           |
|         | Telephone / Mobile Number   |                                    |                           |
|         | E-Mail Id   |                                    |                           |
| 6       | Financial Parameters  | [Mention the figures in INR only]  |                           |
|         | [Only company figures need to be mentioned. Do not to include group/ subsidiary Company figures]. Enclose copies of Audited Balance Sheets. |                                    |                           |
|         | Business Results [Last Three Financial Years]   | Annual Turnover<br>[Rs. in Crores] | EBITDA<br>[Rs. in Crores] |
|         | 2022-23   |                                    |                           |
|         | 2022-21   |                                    |                           |
| 2021-20 |   |                                    |                           |
| 7       | *Number of Banks/ Financial Institutions to which this kind of services are being given.  |                                    |                           |
|         | *Name and address of the Banks/ financial institutions to whom this kind of services was given with brief description, Location, etc.       |                                    |                           |
| 8       | *Number of other institutions to which this kind of services were given.  |                                    |                           |
|         | *Name and address of other institutions to whom this kind of services was given with brief description.                                     |                                    |                           |
| 9       | PAN Number  |                                    |                           |
| 10      | GST Number  |                                    |                           |
| 11      | MSME/ Udyog Aadhaar Certificate No.   |                                    |                           |

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

Dated this..... Day of ..... 2023

[Signature]

[In the capacity of]

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

## Annexure C - Eligibility Criteria

| Sl. No. | Pre-Qualification Criteria  | Detail of Proof to be Attached  | Compliance [Yes/No] |
|---------|---|---|---------------------|
| 1       | <p>The bidder should be a company registered in India as per Company Act 1956/ 2013 or a partnership firm/ a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a PSU/ Government/ Private Organization /firm or an academic institution or an organization registered under Societies Act and should be in existence for last 5 years from the date of issuance of this RFP.</p> <p>Note: Bank Shall Follow Govt. Guidelines/Notifications for Public Procurement. As per Policy Circular No. 1[2][1]/2016-MA dated: 10.03.2016 issued by GOI and F.20/2/2014-PPD [Pt] dated 20.09.2016, bank may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Start-ups subject to meeting of quality and technical specifications.</p> | <p>Certificate of incorporation/ certificate for commencement of business along with the copies of Memorandum and Articles of Association and full address of the registered office is to be submitted.</p> |                     |
| 2       | <p>The bidder should have minimum average annual turnover of Rs. 2.00 Crore in last three financial years i.e. 2020-21, 2021-22 and 2022-23 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2022-23 is not finalized, Provisional Balance Sheet of 2022-23 should be submitted. This must be the individual company turnover and not that of any group of companies.</p> <p>Note: Bank Shall Follow Govt. Guidelines/Notifications for Public Procurement. As per Policy Circular No.</p>   | <p>Copies of the Audited and CA Certified balance sheet and Profit &amp; Loss Statement of the company showing the same is to be submitted.</p>   |                     |

|   |  |   |  |
|---|--|---|--|
|   | 1[2][1]/2016-MA dated: 10.03.2016 issued by GOI and F.20/2/2014-PPD [Pt] dated 20.09.2016, bank may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Start-ups subject to meeting of quality and technical specifications.   |   |  |
| 3 | <p>The bidder should have handled at least 5 assignments/ Services related to cyber security trainings/ awareness sessions and content development to BFSI institutions in India during last three financial years [i.e. 2022-23, 2021-22 and 2020-21]. The bidder should have experience in handling training in at least 3 of the following areas:</p> <p>Introduction to Cyber Security, IT/ Cyber Risk Management, Case Studies on Recent Cyber Security Breaches, Case Studies on Cyber Laws, Cyber Security Framework, Data Protection and Privacy, Vulnerability Management, Encryption and Cryptography, Third-Party Risk Management, Security Auditing, Network Security, Endpoint Security, Web Application Security, Threat Hunting and Intelligence, Wireless Security, Physical Security, ISO Certification Trainings, Business Continuity Management, Cyber Security - Regulatory Measures, Cyber Fraud Investigation, Cyber Security Governance, Master Directions and advisories issued by the regulator, Banking Domain covering Core Banking Solutions, ATM, SWIFT, Internet Banking, Mobile Banking, Payment Gateway, Fintech, etc.</p> | Attach copies of Purchase Order/ Reference/ Contract with the details of trainings/ projects conducted. |  |
| 4 | The bidder shall have at least 25 full time permanent employees working with the entity as on date of bid  | HR declaration listing out the details of permanent employees such as Name,                             |  |

|   |   |   |  |
|---|---|---|--|
|   | <p>submission. Out of these at least 5 [Five] full time technical permanent employees shall meet the following criteria:</p> <p>Any Graduate with at least two certifications out of CEH/ LPT/ CCNA/ ISO 27001 LA/ ITIL/ PCI-DSS/ CompTIA Security+ /CompTIA PenTest+/ CCNP/ CISA/ CISM/ CISSP/ OSCP/ OSCE/ CRPT.</p>   | <p>Designation, Certifications and Experience with the current Employer/ Firm/ Company.</p>   |  |
| 5 | <p>The bidder should have their Head Office /Branch office preferably at Hyderabad/ Mumbai or must have their Head Office/ Branch office at least any one of the mentioned locations: Delhi, Bangalore, Pune, Ahmedabad, Bhopal, Kolkata, Chennai, Mangalore, Varanasi, Vijayawada, Visakhapatnam, Ranchi, Bhubaneswar, Chandigarh, Jaipur, Lucknow. [Provide details such as address of the office, contact no of the office &amp; no of technical staff working at these offices]</p>   | <p>Declaration from authorized signatory with details such as address of the office, contact no of the office &amp; no of technical staff working at these offices.</p> |  |
| 6 | <p>The bidder should not have been blacklisted, as on the date of tender submission, by any nationalized Bank / RBI /IBA or any other Central / State Government department / agency. In case, in the past, the name of their Company was blacklisted by any nationalized Bank / RBI /IBA or any other Central / State Government department / agency, the name of the company or organization must have been removed from the blacklist as on the date of submission of the tender, otherwise the bid will not be considered.</p> <p>Note: The bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant</p> | <p>Declaration as per Annexure K is to be submitted.</p>  |  |

|   |   |  |  |
|---|---|--|--|
|   | documents/certificates should be submitted as proof in support of the claims made as part of technical bid. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. |  |  |
| 7 | The bidder has to submit Integrity Pact [IP] signed by authorized signatory as prescribed format mentioned in Annexure N. Bidder shall be liable for rejection in case of non-submission of the same.   | Hard copy of Integrity Pact [IP] as per Annexure N with Stamp Paper for a value of Rs.100 is to be submitted. Bidder must upload scanned copy with bid and has to ensure delivery of hardcopy before last date of submission of bid. |  |

Note: Bidders who are CERT-In empanelled entities shall submit CERT-In empanelled letter as mentioned under para 7.6.

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

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

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

**Place:**

**Date:**

**Authorized Signatory**

**Name:**

**Designation:**

**Seal of Company**

**Annexure C1 - Details of Services/ Assignments by the bidder for BFSI clients in India during the last three financial years i.e. 2020-21, 2021-22 and 2022-23.**

| Sl. No | PO/ Reference/ Contract Details [Reference Number and Date] | Organization Name | Details of the Programme/ Assignment |
|--------|---|-------------------|--------------------------------------|
| 1      |   |                   |                                      |
| 2      |   |                   |                                      |
| 3      |   |                   |                                      |
| 4      |   |                   |                                      |
| 5      |   |                   |                                      |

**NOTE:**

- ❖ Kindly mention all the details against respective Serial Number.
- ❖ The information provided in the list must be supported by documentary evidence. Non submission or incomplete documentary evidence will be considered as Non-conformity for line item and it will not be considered. Bank's decision in this regard will be final.
- ❖ In case of ANY other related Activities NOT included in the above list, but related assignment/s carried out by the Bidder, may be added and included in the list after avoiding duplication along with the priority no. of such additional items.

**Place:**

**Date:**

**Authorized Signatory**

**Name:**

**Designation:**

**Seal of Company**

**Annexure C2 - Details of Areas/ Topics covered by the bidder for BFSI clients in India during the last three financial years i.e. 2020-21, 2021-22 and 2022-23.**

[Topics are mentioned in Point No. 4 in “Annexure C - Eligibility Criteria”]

| Sl. No | PO/ Reference/ Contract Details [Reference Number and Date] | Organization Name | Topics covered under the Programme/ Assignment |
|--------|---|-------------------|--|
| 1      |   |                   |  |
| 2      |   |                   |  |
| 3      |   |                   |  |
| 4      |   |                   |  |
| 5      |   |                   |  |

**NOTE:**

- ❖ Kindly mention all the details against respective Serial Number.
- ❖ The information provided in the list must be supported by documentary evidence. Non submission or incomplete documentary evidence will be considered as Non-conformity for line item and it will not be considered. Bank’s decision in this regard will be final.
- ❖ In case of ANY other related Activities NOT included in the above list, but related assignment/s carried out by the Bidder, may be added and included in the list after avoiding duplication along with the priority no. of such additional items.

**Place:**

**Date:**

**Authorized Signatory**

**Name:**

**Designation:**

**Seal of Company**



**Annexure C3 - Details of Permanent Staff and their certifications.**

[meeting the criteria mentioned in “Annexure C - Eligibility Criteria”]

| Sl. No. | Name of the Employee | Designation | Professional Qualification | Certification-1 | Certification-2 | No. of Years with the organization as on 31.07.2023 |
|---------|----------------------|-------------|----------------------------|-----------------|-----------------|---|
| 1       |                      |             |                            |                 |                 |   |
| 2       |                      |             |                            |                 |                 |   |
| 3       |                      |             |                            |                 |                 |   |
| 4       |                      |             |                            |                 |                 |   |
| 5       |                      |             |                            |                 |                 |   |
| 6       |                      |             |                            |                 |                 |   |
| 7       |                      |             |                            |                 |                 |   |
| 8       |                      |             |                            |                 |                 |   |
| 9       |                      |             |                            |                 |                 |   |
| 10      |                      |             |                            |                 |                 |   |

**NOTE:**

- ❖ Annexure shall duly be signed by HR [in-charge] mentioning all the details.
- ❖ Kindly mention all the details against respective Serial Number.
- ❖ The information provided in the list must be supported by documentary evidence. Non submission or incomplete documentary evidence will be considered as Non-conformity for line item and it will not be considered. Bank’s decision in this regard will be final.
- ❖ Employee should be on permanent payroll of the company.
- ❖ Ad-hoc/ Temporary staff or other outsourced employees should not be included.
- ❖ Valid certificates of the employees must be attached along this Annexure. No separate correspondence shall be entertained in this regard.

**Place:****Date:****HR [in-charge] Signature****Name:****Designation:****Seal of Company**

**Annexure C4 - Head Office/ Branch details of the bidding organization.**

| <b>Sl. No.</b> | <b>Head Office/ Branch Location</b> | <b>Address</b> | <b>Contact Details</b> | <b>No. of Permanent Technical Staff</b> |
|----------------|-------------------------------------|----------------|------------------------|---|
| 1              |                                     |                |                        |   |
| 2              |                                     |                |                        |   |
| 3              |                                     |                |                        |   |
| 4              |                                     |                |                        |   |

**NOTE:**

- ❖ Kindly mention all the details against respective Serial Number.
- ❖ The information provided in the list must be supported by documentary evidence. Non submission or incomplete documentary evidence will be considered as Non-conformity for line item and it will not be considered. Bank's decision in this regard will be final.

**Place:****Date:****Authorized Signatory****Name:****Designation:****Seal of Company**

**Annexure D - Bid Security Declaration**

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

Dear Sir,

**Sub: Request for Proposal [RFP] for Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other stakeholders of the Bank.**

We \_\_\_\_\_ [bidder name], hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we become successful bidder and if:
  - a) we fail to execute Contract within the stipulated time.
  - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

**Annexure E - Bank Guarantee for EMD**

Date:

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

Dear Sirs,

M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ [hereinafter called the 'Bidder'] wish to respond to the Request for Proposal [RFP] for "Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors & Customers of Bank" and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of Rs. 5.00 lakh [Rupees Five lakh Only] as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs. 5.00 lakh [Rupees Five lakh 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 5.00 lakh [Rupees Five lakh Only].
2. This Bank guarantee will be valid up to \_\_\_\_\_; and a claim period of 45 days thereafter and

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

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

Signature .....  
Name .....  
[In Block letters]  
Designation .....  
[Staff Code No.] .....

Official address:  
[Bank's Common Seal]  
Attorney as per power of Attorney No.

Date:

WITNESS:

1..... [Signature with Name, Designation & Address]

2..... [Signature with Name, Designation & Address]

**Annexure F - Letter of Refund of EMD****LETTER FOR REFUND OF EMD**

[To be submitted by the unsuccessful bidders]

Date:

To  
 Chief Information Security Officer,  
 Union Bank of India,  
 Cyber Security Centre of Excellence,  
 CISO Office, 4<sup>th</sup> Floor, CO Annex,  
 Dr Pattabhi Bhavan, Saifabad  
 Hyderabad-500004.

We \_\_\_\_\_[Company Name] had participated in the RFP for “Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors, Customers and other stakeholders of the Bank” and we are an unsuccessful bidder.

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

| Sl. No | Bidder Name | BG / DD Number | Drawn on [Bank Name] | Amount [Rs] |
|--------|-------------|----------------|----------------------|-------------|
|        |             |                |                      |             |

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

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

Sign

Name of the signatory

Designation

Company Seal.

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

**Date:**

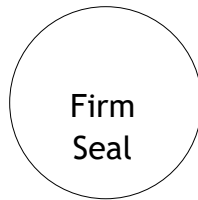
**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2022. Further we certify that the Company is classified under MSE as per MSMED Act 2006 and further amendments [if any].

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

Chartered Accountant Firm Name

Signature  
Name  
Reg. No



VID No.

**Annexure H - Format of Performance Bank Guarantee**

[Covering Delivery obligations]

**NOTE:**

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. [not less than Rs.500/-].
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 14 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

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

Dear Sir,

In consideration of Union Bank of India, Cyber Security Centre of Excellence, CISO Office, CO Annex, Dr Pattabhi Bhavan, Saifabad, Hyderabad-500004, placing an order for delivery & installation of & on \_\_\_\_\_ having registered office at \_\_\_\_\_ [hereinafter called the vendor] as per the purchase contract entered into by the vendor vide purchase contract no \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter called the said contract], we \_\_\_\_\_ [ Name of the Guarantor Bank], a 'schedule bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_ [hereinafter called the bank], do hereby irrevocably and unconditionally guarantee the due performance of the vendor for "Empanelment of Information/ Cyber Security Knowledge Partners for Training, Certification & Awareness sessions for Staff, Vendors & Customers of Bank" as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we \_\_\_\_\_ [Name of the Guarantor Bank], do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We \_\_\_\_\_ [ Name of the Guarantor Bank], further agree that this guarantee shall continue to be valid with you unless you certify that the vendor has fully performed all the



terms and conditions of the said contract and accordingly discharge this guarantee, or until \_\_\_\_\_, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before \_\_\_\_\_, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before \_\_\_\_\_.

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

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

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

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. \_\_\_\_\_ [Name of the Guarantor Bank], unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

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

Notwithstanding anything contained herein above:

- I] Our liability under this bank guarantee shall not exceed ..... [Rupees ..... Only]
- II] This bank guarantee shall be valid up to \_\_\_\_\_.
- III] We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand [and which should be received by us], on or before \_\_\_\_\_ 12:00 hours [Indian standard time] where

after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

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

Signature .....

Name .....

[In Block letters]

Designation .....

[Staff Code No.] .....

Official address:

[Bank's Common Seal]

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... [Signature with Name, Designation & Address]

2..... [Signature with Name, Designation & Address]

## Annexure I - Compliance to RFP Terms &amp; Conditions

| Sl. No. | Description                                    | Bidder's Compliance [Yes/ No] |
|---------|--|-------------------------------|
| 1       | Integrity Pact [IP]                            |                               |
| 2       | Eligibility Criteria                           |                               |
| 3       | Scope of Work                                  |                               |
| 4       | Role and Responsibilities of Knowledge Partner |                               |
| 5       | Power to vary or omit work                     |                               |
| 6       | Waiver of Rights                               |                               |
| 7       | Validity of Empanelment Order                  |                               |
| 8       | Cost of Bidding                                |                               |
| 9       | Language of Bid                                |                               |
| 10      | Instructions for Bid Submission                |                               |
| 11      | Bid Security/ EMD [Refundable]                 |                               |
| 12      | Performance Bank Guarantee [PBG]               |                               |
| 13      | Evaluation Criterion                           |                               |
| 14      | Taxes and Duties                               |                               |
| 15      | Tax Deduction at Source                        |                               |
| 16      | Rejection of Bid                               |                               |
| 17      | Modification and Withdrawals of Bid            |                               |
| 18      | Online Pre-bid Meeting                         |                               |
| 19      | RFP Response                                   |                               |
| 20      | Patent Rights                                  |                               |
| 21      | Adherence to Cyber Security Systems            |                               |
| 22      | Liquidated Damages [LD]                        |                               |
| 23      | Service Level Agreement                        |                               |
| 24      | Payment Terms                                  |                               |
| 25      | Authorized Signatory                           |                               |
| 26      | Confidentiality                                |                               |
| 27      | Indemnity & Limitation of Liability            |                               |
| 28      | Intellectual Property Rights                   |                               |
| 29      | Non-Transferable Offer                         |                               |
| 30      | Responsibility for Completeness                |                               |
| 31      | Force Majeure                                  |                               |
| 32      | Exit Clause                                    |                               |
| 33      | Termination of Contract                        |                               |
| 34      | Termination for Default                        |                               |
| 35      | Termination for Convenience                    |                               |

|    |                                     |  |
|----|-------------------------------------|--|
| 36 | Supplier's Obligations              |  |
| 37 | Training                            |  |
| 38 | Minimum Wages                       |  |
| 39 | Audit                               |  |
| 40 | Audit by Third Party                |  |
| 41 | Contract Period                     |  |
| 42 | Media & Documentation               |  |
| 43 | Normalization of Bids               |  |
| 44 | Assignment/ Subcontract/ Consortium |  |
| 45 | Conflict of Interest                |  |
| 46 | Compliance with Laws                |  |
| 47 | Corrupt and Fraudulent Practices    |  |
| 48 | RFP Ownership                       |  |
| 49 | Proposal Ownership                  |  |
| 50 | Information Ownership               |  |
| 51 | Tender/ RFP Cancellation            |  |
| 52 | Publicity                           |  |
| 53 | Arbitration                         |  |
| 54 | Dispute Resolution & Jurisdiction   |  |
| 55 | Other Terms & Conditions            |  |
| 56 | Submission of Bids                  |  |

**Authorized Signatory:**

**Place:**

**Name & Designation:**

**Date:**

**Business Address & email id:**

## Annexure J - Declaration for Compliance

### All Terms and Conditions

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

**Signature:**

**Name:**

**Date:**

**Seal of company:**

### Scope of Work

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

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

**Signature:**

**Name:**

**Date:**

**Seal of company:**

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

## Annexure K - Undertaking by Bidder

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

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

We \_\_\_\_\_ [bidder name], hereby undertake that-

- As on date of submission of this proposal for RFP, we are not **blacklisted** by the Central Government/ any of the State Governments/ Public Sector Undertaking [PSUs] in India or any Financial Institution in India.
- We also undertake that; we were never involved in any legal case that may affect the solvency/ existence of our firm or in any other way that may affect capability to provide/ continue the services to bank.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Date:

Place:

## Annexure L - Confidentiality/ Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT [the “Agreement”] entered into on this \_ day of 2023 and shall be deemed to have become in full force and effect from [the “Effective Date”].

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

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

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

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

WHEREAS: -

- i. Vendor inter-alia is engaged in the business of providing IT/ IS/ CS related solutions & services to various business entities in India & abroad.
- ii. Union Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to “\_\_\_\_\_” [“the Purpose”] as more particularly described in Purchase Order no , issued by Union Bank in favour of M/s. -----.

### **NOW THIS AGREEMENT WITNESS:**

#### **1. Interpretation**

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

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

## 2. Confidentiality:

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



- II. Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. Limit access to such Confidential Information to those of its [including its Affiliates"] directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. Upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

### **3. Return or destruction:**

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

### **4. Permitted disclosure:**

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

### **5. Ownership of Information:**

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

intellectual property rights] over the Confidential Information whatsoever beyond those contained in this Agreement.

#### **6. No Representation:**

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

#### **7. Remedies and Relief:**

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

#### **8. No Assignment**

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

#### **9. Severability**

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

#### **10. Delay or Waiver**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on

any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **11. Notices**

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

#### **12. Term**

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

#### **13. 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. Review of Contract and performance**

Bank shall have the right of periodical /yearly review of the performance of the successful bidder with regard to performance and maintenance support under the contract which

would be basis of continuation or termination of the contract. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

**18. Proprietary Rights:**

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. 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.

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

**19. Counterparts**

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

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

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

## Annexure M - Reference Site Details

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

Please provide reference details in the format defined below:

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

Dated this..... Day of ..... 2023

[Signature]

[In the capacity of]

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

## Annexure N - Pre-Contract Integrity Pact

### INTEGRITY PACT

1. 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/Licenser 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] /subcontractor[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.

## **6. 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.

## **7. Previous Transgression**

7.1 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.

7.2 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.

## **8. 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 behaviour] and a compliance program for the implementation of the code of conduct throughout the company.



## 9. Sanctions for Violation

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

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

9.2 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.

## 10. Compensation for Damages

10.1 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.

10.2 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.

## 11. Price Fall Clause

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

difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded”.

## **12. Independent External Monitor[s]**

- 12.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission [Names and Addresses of the Monitors are given in RFP].
- 12.2 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.
- 12.3 The Bidder[s] / Seller[s] if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 12.4 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.
- 12.5 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.
- 12.6 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.

## **13. Law and Place of Jurisdiction**

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

## **14. 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.

## **15. Integrity Pact Duration**

- 15.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months form date of placement of order / finalization of contract.
- 15.2 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.

15.3 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.

**16. Other Provisions**

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

16.2 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.

16.3 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.

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

16.5 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.

16.6 The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
[Seller/Bidder] and \_\_\_\_\_ on \_\_\_\_\_ [Buyer]

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

BIDDER \* /SELLER\*  
Signature:  
Authorized Signatory [\*]

Date:  
Stamp:

Date:  
Stamp:

Witness

Witness

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

[\*] - Authorized signatory of the company who has also signed and submitted the main bid.

## Annexure O - Pre-bid Query Format

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

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

| Sl. No. | Clause No. | Page No. | Clause | Query |
|---------|------------|----------|--------|-------|
|         |            |          |        |       |
|         |            |          |        |       |
|         |            |          |        |       |
|         |            |          |        |       |

Place:

Date:

Signature:

Name & Designation:

Business Address:

**Annexure P - Know Your Employee [KYE]**

*[Bidder has to submit Undertaking on company letter head as per format given below]*

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

1. We \_\_\_\_\_ [name of the company] hereby confirm that all the Resource [both on-site and off-site] deployed/to be deployed on Bank's project for \_\_\_\_\_ [Name of the RFP] have undergone KYE [Know Your Employee] process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of noncompliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We undertake to exercise due diligence and engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for offering the services under the said contract.
4. We further agree to submit the required supporting documents [Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.] to Bank before deploying officials in Bank premises for \_\_\_\_\_ [Name of the RFP]."

Signature of Competent Authority with company seal \_\_\_\_\_

Name of Competent Authority \_\_\_\_\_

Company / Organization \_\_\_\_\_

Designation within Company/ Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_

**Annexure Q - Restriction on Procurement due to National Security**

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

Date:

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

Dear Sir,

Ref.: RFP No.: \_\_\_\_\_ Dated: \_\_\_\_\_

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone:

## Annexure R - Undertaking for Information Security

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

Place:

Date:

To

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

Dear Sir,

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email and Phone: