



**Request for Qualification (RFQ) for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract**

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

## DISCLAIMER

The information contained in this Request for Qualification (RFQ) is provided to the Bidder(s) on the terms and conditions set out in this RFQ document. The RFQ 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 RFQ 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 RFQ 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 RFQ is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFQ 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 RFQ 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 RFQ. 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 RFQ.

## GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

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

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

### Abbreviations

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

Abbreviations	Description
AES	Advanced Encryption Standard
AMC	Annual Maintenance Charges
ATS	Annual Technical Support
BFSI	Banking, Financial Services and Insurance
BGP	Border Gateway Protocol
CIFS	Common Internet File System
CIF	Cost Insurance and Freight
EMD	Earnest Money Deposit
eMLC	Enterprise Multi-level Cell
ERSPAN	Encapsulated Remote Switched Port Analyzer
HBA	Host Bus Adapter
HCI	Hyper Converged Infrastructure
IOPS	Input Output Operations Per Second
ISIS	Intermediate System to Intermediate System
LTO	Linear Tape Open
MSME	Micro, Small & Medium Enterprises
NDA	Non-Disclosure Agreement
NFS	Network File System
OEM	Original Equipment Manufacturer
OSPF	Open Shortest Path First
PBG	Performance Bank Guarantee
RBAC	Role Base Access Control
REST	Representational State Transfer
RHEV	Red Hat Enterprise Virtualization
RSPAN	Remote Switched Port Analyzer
SAN	Storage Area Network

SLA	Service Level Agreement
SNMP	Simple Network Management Protocol
SOAP	Simple Access Object Protocol
SSD	Solid State Drive
SSL VPN	Secure Socket Layer Virtual Private Network
TCO	Total Cost of Ownership
VTL	Virtual Tape Library
vSAN	VMware Storage Area Network

**Bid Details:**

RFQ Ref. No. UBI/DIT/2023-24/RFQ/02

<b>Start Date &amp; Time of issue of RFQ/ Document Download</b>	25.09.2023 at 11:00 Hours
<b>Date and time of Online Prebid Meeting</b>	03.10.2023 at 11:00 Hours
<b>Last date and time for submission of query</b>	04.10.2023 at 17:00 Hours
<b>Last date and time of Downloading of RFQ</b>	16.10.2023 by 15:00 Hours
<b>Last date and time for submission Of Bidding Document</b>	16.10.2023 by 16:00 Hours
<b>Date and Time of Technical Bid Opening</b>	16.10.2023 by 16:30 Hours
<b>Place of opening of Bids</b>	Union Bank of India, Department of Information Technology (Ground Floor), Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai.
<b>Address &amp;Contact Numbers</b>	As above Tel:(022) 25710507/528/527/236
<b>Cost of RFQ</b>	Cost of RFQ is waived off if bidder prefers to download the RFQ 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 Mumbai for purchasing hardcopy from DIT.
<b>Security Deposit/Earnest Money Deposit (EMD)</b>	Rs.10,00,00,000/- (Rupees Ten Crore Only) in the form of Demand Draft in favour of Union Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India and should be valid for 6 months from the date of bid submission with a claim period of 45 days.

<b>Contact details</b>	Interested Bidders are requested to send the email to: <a href="mailto:manjeshn@unionbankofindia.com">manjeshn@unionbankofindia.com</a> kislaysinha@unionbankofindia.bank rajeshkr@unionbankofindia.bank containing below mentioned information, so that in case of any clarification same may be issued: <b>Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.</b>
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**Note:** Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

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## Union Bank of India

### 1. Introduction

Union Bank of India, a Public Sector Bank has its Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, having Department of Information Technology at 1/1A, Adi Shankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072. The Bank has 8600+ branches, 18 zonal offices and 135 regional offices spread across the country.

### 2. Integrity Pact (IP)

Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Qualification (RFQ) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as [Annexure J](#) 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. Definition

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

3.2. 'RFQ' means this Request for Qualification prepared by Union Bank of India for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud

under Rate Contract and backup solution at its Primary Site (PR) and Disaster Recovery (DR) Site.

- 3.3. '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 agency branch or office participating in a procurement process. Consortium bidding is not permitted under this RFQ.
- 3.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 3.5. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFQ.
- 3.6. 'Solution' means providing services for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract and backup solution at its Primary Site (PR) and Disaster Recovery (DR) Site.

#### 4. Objectives of the RFQ

- 4.1. Bank invites proposals from competent and authorized Bidders for Supply, Installation, configuration, reconfiguration, Commissioning and Maintenance of vSAN ready Hyper-Converged Infrastructure (HCI) along with VMware private cloud software solution for expansion of Bank's On-Premise Private Cloud Infrastructure under rate contract and backup solution at its Primary Site (PR) and Disaster Recovery (DR) Site.
- 4.2. Bidder who is interested in participating in this RFQ must fulfil the eligibility criteria mentioned in the document and also in a position to comply the technical specification.
- 4.3. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFQ.
- 4.4. 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.

#### 5. Invitation to Bidders

Bank invites proposal from the eligible entities for Supply, Installation, configuration, reconfiguration, Commissioning and Maintenance of vSAN ready Hyper-Converged

Infrastructure (HCI) along with VMware private cloud software solution for expansion of Bank's On-Premise Private Cloud Infrastructure under rate contract.

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

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFQ document. Failure to furnish any information required by the RFQ document or to submit a bid not substantially responsive to the RFQ 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 RFQ.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder. The Document can be downloaded from Bank's Website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or from government portal [eprocure.gov.in](http://eprocure.gov.in) or from Bank's e-Procurement Portal <https://ubi.abcpocure.com>. The response should be uploaded online at the eprocurement Portal <https://ubi.abcpocure.com>.

## 6. Eligibility Criteria

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

- 6.1. The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure J on Rs.100 stamp paper in advance (not prior to issuance of RFQ) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.
- 6.2. The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or Government Organization/PSU and should have experience of minimum 5 years in existence in India from the date of issuance of RFQ. Certificate of incorporation/certificate for commencement of business/other relevant documentary proof is to be submitted.
- 6.3. The bidder should have minimum average turnover of Rs.330.00 Crore of previous 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. This must be the individual company turnover and not that of any group of companies. Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted.

- 6.4. Bidder should have operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2020-21, 2021-22 and 2022-23. Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.
- 6.5. Bidder must have supplied and implemented the VMware Private Cloud Solution and hypervisor in minimum two BFSI/Central/State Govt. during the past 3 years in India as on the date bid submission of RFQ. (The bidder has to submit PO (mandatory) along with Project sign off/ performance certificate/any proof for successful completion of project from authorized signatory of buyer organization as supporting documents for the same).
- 6.6. Bidder must have supplied minimum 50 vSAN ready Hyper-Converged Nodes of proposed OEM in a single Organization in a BFSI/Central or State Govt. during the past 3 years in India as on the date bid submission of RFQ. (The bidder has to submit PO (mandatory) along with Project sign off/ performance certificate/any proof for successful completion of project from authorized signatory of buyer organization as supporting documents for the same)
- 6.7. Bidder should be either an Original Equipment Manufacturers (OEMs) of devices/hardware/software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM or its authorized partners. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFQ. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered. In addition to submitting MAF as above, bidder should also submit "[Annexure U](#) - Undertaking for Agreement with VMware" duly countersigned by VMware.
- 6.8. The companies or firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission

of the tender, otherwise the bid will not be considered. Undertaking on Company's letterhead as per [Annexure G](#) to be submitted by the bidder.

- 6.9. The bidder should provide undertaking mentioning DIN of Directors that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.

## 7. Scope of Work

Bank is in process of expanding existing On-Premise Private Cloud Infrastructure which is built on VMware Private Cloud solutions. Bank will procure vSAN ready HyperConverged Infrastructure nodes, VMware virtualization solution, VMware private cloud solution, backup solution and various software licenses as mentioned below for several applications running at both DC (Data Center), Mumbai and DR (Disaster Recovery) site, Bengaluru under rate contract. The details of hardware & Software technical specifications are as per [Annexure E](#) attached herewith. The initial indicative material estimate is placed below and order will be placed immediately as per requirement. Cost and quantity of items mentioned below will be calculated on pro-rata basis in case of partial/multiple requirement of hardware and software in future. Bank will place orders based as per requirement from time to time during the rate contract period of 2 years.

Sl. No.	Item Description	Qty required immediately
1.	All flash Hyper-Converged Appliance with 3 years warranty (105 all flash nodes each at DC & DR site) as per specifications of Annexure E.	210
2.	Backup Appliance with 1 PB usable capacity without compression and de-duplication (1 PB each at DC & DR Site and NDR-AirGap)	3
3.	TOR (Top of the Rack) L3 Management Switch with 48x1/10 Gbps and 6x10 Gbps uplink.	6
4.	Backup Software license of 420 physical sockets/capacity-based license for entire appliance capacity supplied under this RFP.	1
5.	VMware vSphere with Aria Operation Manager Enterprise Plus	174

6.	VMware vSAN Enterprise Plus	420
7.	VMware Private Cloud Suite Enterprise Plus	174
8.	VMware NSX-T Advance for Data Center with IDS & IPS and VMware Aria Operations for Network.	378
9.	VMware AVI Load Balancer License upgradation from Basic to Enterprise	180
10.	SaltStack SecOps Add-On node-based Licenses	452
11.	VMware Learning subscriptions for 10 users for the duration of 1 year.	1
12.	VMware Training Credits of 300 Credits for VMware various software Training with 2 years expiration period	1
13.	Microsoft Windows Server 2022 or above Datacenter Edition with software assurance	2240
14.	Redhat Enterprise Datacenter Linux (unlimited Virtual Machines per physical host) with premium support	140

Renewal support and services for the below list of VMware Products for the period of 5 years:

Sl. No.	Item Description	Qty
1.	VMware vSphere with Operation Manager Enterprise Plus	36
2.	VMware Private Cloud Suite Enterprise Plus	36
3.	NSX	42
4.	vCenter	2

The above products were procured in June 2017 from VMware for Bank's On-Premise Private Cloud Infrastructure as perpetual licenses vide order no. 23880761 and contract no. 465409957.

The bidder needs to renew the support for the above products with mentioned quantity for the period of 5 years. Bank will pay the support charges annually in advance.

Bank may procure additional 120 nodes and related software in future as per Bank's requirement under rate contract of 2 years at the same rate and terms & conditions of the RFP.

The scope of work includes following:

- 7.1 The scope of the work is deployment of VMware private cloud solutions and related software along with Supply, Installation and Commissioning of vSAN ready Hyper-Converged nodes, Backup appliances, Network Switches and provide maintenance support for the same during the warranty period of 3 years from the date of project sign off. The VMware private cloud solution and related software would be deployed at Bank's Primary Site and DR site. Bidders should provide comprehensive onsite support during the Warranty period of 3 years and AMC for 4th and 5th year with back to back arrangements with the respective OEMs (Bidder need to give an undertaking for the same) and with response time of 2 hours and resolution time of 6 hours. Necessary proof for the tie-up arrangements with the OEMs to be provided to Bank especially in terms of license backlining and license validity. Bidder also needs to ensure onsite support for the period of deployment and handover of project to Bank after necessary training and knowledge transfer to onsite support resources and Bank officials.
- 7.2 Bank will specify the location for supply, installation, configuration, reconfiguration and reinstallation of vSAN ready HCI nodes, Network switches, Backup appliance & other related hardware / software at the time of placing purchase order to the successful bidder. Bank may change the locations at a future date. The selected Bidder should take responsibility for dismantling, shifting to new location, reinstallation at the new location and making the entire system operational without any additional cost to Bank. However, Bank will reimburse the transportation charges, if any, at actual on submission of bills.
- 7.3 The supplier has to ensure on-site support for resolving all Hardware, OS (Operating Systems) & VMware Private Cloud solution and related software issues, including re-installation, reconfiguration of OS and other required software supplied during warranty and AMC (Annual Maintenance Contract)/ATS (Annual Technical Support) period (or such other extended period as per the contract terms).
- 7.3 The bidder will supply licenses of VMware hypervisor, vSAN, VMware Aria Operation, NSX and VMware Aria cloud suite as per the proposed vSAN ready HCI nodes in this RFQ. If there is any/whatsoever gap/interpretation/misunderstanding between Bank's requirement and bidder/OEM understanding for the solution, it will be the responsibility of bidder/OEM to fill up the gap on time without any extra cost to Bank during implementation of Project/Warranty/AMC/ATS.



- 7.4 Bank's present cloud setup is deployed on VMware vSAN HCI Intel Nodes and new proposed nodes procured through this RFQ will be part of the same setup as Bank is expanding the existing Bank's On-Premise Private cloud infra. New nodes will be added into the existing clusters to expand the capacity to meet the resource requirement of existing applications as well as for hosting new applications.
- 7.5 If the bidder quotes servers which require non-standard racks then the bidder will supply the required number of non-standard racks without any additional cost to the Bank. Bank will make provision for standard racks only for mounting the servers.
- 7.6 Bidder needs to arrange OEM's support for firmware upgrade of hardware and upgradation of the VMware private cloud suite and related software supplied under this RFQ whenever there is new version released for such upgrade without any cost to the Bank during the contract period.
- 7.7 Bidder will also arrange OEM's support for health check and performance tuning if any of the hardware as well as VMware Private Cloud Suite and related software for Bank's Private Cloud Setup at every 6 months without any cost to the Bank during the contract period.
- 7.8 The accessories (including cables (both Fibre and Ethernet patch cords of minimum 10 meters in length), rack mounting kit, Power strip in the rack etc.) required for the installation and configuration of the equipment should also be specified and supplied by the Bidder. Bank will not arrange for the same. If there is any/whatsoever gap/interpretation/ misunderstanding between Bank's requirement and bidder/OEM understanding for proposed solution, it will be the responsibility of bidder/OEM to fill up the gap on time without any extra cost to Bank during implementation of Project/Warranty/AMC/ATS.
- 7.9 Bidder should specify various infrastructure requirements well in advance, which need to be provided for commissioning and smooth functioning of the equipment. This will include the required power, cooling, UPS, environmental conditions, illumination, etc. so that Bank can arrange accordingly at the desired premises.
- 7.10 Bidder should provide comprehensive on-site warranty of 3 years for hardware and AMC of 2 years as per TCO.
- 7.11 Bidder should provide VMware Private Cloud Solution & its related other software licenses for On-Premise Private Cloud setup with comprehensive onsite

support/warranty of 1 year without any extra cost to the bank. The same ATS rate will be fixed for another 4 years.

- 7.12 All the parts/items/components delivered for the proposed solution as per specification in this RFQ should be covered under comprehensive warranty/AMC/ATS except consumables. If there is any/whosoever gap/interpretation/ misunderstanding between Bank's requirement and bidder/OEM understanding for proposed solution, it will be the responsibility of bidder/OEM to fill up the gap on time without any extra cost to Bank during implementation of Project/Warranty/AMC/ATS.
- 7.13 Bank may extend the ATS and AMC period of hardware and software for next 2 years after the completion of contract period of 5 years with mutually agreed terms & conditions and cost.
- 7.14 Bidder has to carryout hardening of OS (Operating System), patch management activity and other configuration on OS, private cloud and its related software, etc., (which is provided under this RFQ) as per the requirement of the bank or VAPT Observations / audit of the bank during the warranty/AMC/ATS period as per Bank's requirement at no additional cost to the Bank. Bidder has to undertake BIOS, OS, etc. upgrade wherever the requirement is felt by bank (during Warranty/AMC/ATS). Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit on quarterly basis. The vendor/supplier needs to comply with the findings of the VAPT within stipulated time in terms of the hardware / OS / applications provided under this RFQ. Bidder should submit baseline hardening document of the software supplied under this RFQ.
- 7.15 Bank is also in process of adoption of Hybrid/Public Cloud for hosting the Banking applications. Bank will also integrate On-Premise Private Cloud Infrastructure with Cloud Service Provider's (CSP) Public Cloud for moving the workload to the public cloud as and when urgent workload requirement arises. Bidder will provide the necessary software/solution if any, required for moving the workload to CSP's cloud infrastructure and coming back to Bank's On-Premise Private Cloud Infrastructure as and when such requirement arises. Bank may adopt multi-cloud infrastructure for hosting the applications. The solution provided under this RFQ must be compatible to perform the above activities with four major CSPs cloud infrastructure (hyperscalers) i.e. AWS, Azure, Google Cloud and Oracle Cloud.
- 7.16 Bidder should undertake to provide maintenance support during warranty and post warranty period for all proposed equipment & spare parts and ensure that

all the supplied items under this RFQ should be available for a minimum period of 5 years from the date of project signoff.

- 7.17 Bidder must guarantee minimum uptime of 99.9% and should be ready to execute service level agreement. Bank will calculate uptime on quarterly basis of proposed infrastructure for Bank's Private Cloud.
- 7.18 The major responsibility of the bidder is Supplying, installing/ re-installing, commissioning and maintenance of vSAN ready hyper-converged nodes along with VMware private cloud solution and related software at Bank's Primary site (Mumbai) and Disaster Recovery Site (Bengaluru). The scope covers end to end installation of whole setup and making them operational, imparting training on the same to Bank officials by OEMs.
- 7.19 Another major responsibility of the bidder is configuring inbuilt storage of Hyper-Converged Infrastructure/Network/Compute with High Availability and Optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g. Storage, processing, bandwidth and active user accounts) to obtain optimum performance level and maintain the same during the contract period. The solution must have the functionality to deliver detailed report to the admin through email on daily basis for resource consumption, monitoring and health of the solution.
- 7.20 vSAN ready Hyper-converged nodes procured under this Private Cloud RFQ, will be used exclusively for hosting various applications and implementation of various leading and critical databases. The bidder will size the solution to meet the above requirement with less than 5 millisecond average latency per VM (Virtual Machine) basis (during peak banking hours). Bank will put additional penalty of 10% of total project cost to the bidder for not meeting the above performance criteria.
- 7.21 Softcopy of technical and functional documentation of the entire project should be submitted to Bank in Printable Book Format.
- 7.22 There will be separate virtual machines for Web Server, Application Server, and Database Server etc. and all are in different logical zones/VLAN separated through physical firewall to communicate to each other. Accordingly, the connectivity should be established for making them operational. In no case communication will be permitted without crossing through physical firewall. Bidder must ensure the communication in the desired way and all the required hardware, software, firewall and network equipment etc., if required, will be provided by bidder only. vSAN ready Hyper-Converged nodes must have

sufficient LAN cards to communicate with at least four different physically isolated network switches.

- 7.23 The bidder will have to reconfigure/configure/reinstall/install the existing setup like removal/addition of nodes from the existing cluster or creation of new setup/Cluster as per the requirement of Bank. It will be end to end configuration of setup and ready to host application on this setup. The supplied HCI nodes will be part of the existing cluster.
- 7.24 The bidder will also supply 6 TOR (Top of Rack) 1/10 Gbps Ethernet switches of 48 ports along with 6x10 Gbps uplink ports at each site (3 at each DC and DR site). The switch must be L3 and support VxLAN (Virtual Extensible LAN) and minimum 9000 mtu (Maximum Transmission Unit). These switches will be used for management connectivity of the servers for hardware management and monitoring. The switches supplied at each DC and DR sites will be in stack at the respective site. The switches will be placed in different racks adjacent to each other. Bidder will provide the necessary stacking cables length 5 meters or more as per requirement.
- 7.25 Bidder has to arrange Training by OEMs to the bank officials for day-to-day maintenance of Hyper-Converged nodes, Flash storage and VMware Private Cloud Suites and related software. Training may be held at Bank's premises or at OEM site for two days and for two batches covering 10 participants in each batch without any cost to the Bank.
- 7.26 The bidder needs to supply minimum 3X1PB disk-based backup solution with applicable backup software licenses of proposed capacity. The purpose-built backup solution must support minimum 90 TB throughput per hour. The proposed purpose-built backup solution must be enterprise class. The backup solution must support disk to disk to tape media backup functionality. The disk based backup solution must support further expansion of at least 2 times of proposed capacity in this RFQ.
- 7.27 The bidder will also supply backup server as per recommended backup design by backup software OEM at each DC and DR site along with purpose built backup solution. The backup server as well as purpose built backup solution must have minimum 4x25 Gbps FCoE port and 4x32 Gbps FC (Fibre Channel) port (Optional) with backward compatibility. The purpose-built backup solution should support OST file system or any other optimized synthetic file system. The purpose-built backup solution must support global/in-line data duplication using variable

block length de-duplication technology. Backup Solution Should support 256-bit AES encryption for data at rest and data-inflight during replication.

- 7.28 Bidder may quote backup software licensing physical socket/capacity based as per first para of Clause 7 of this RFQ. The software backup licenses must be perpetual and in the name of Bank.
- 7.29 The backup solution provider OEM will take the entire responsibility of end-to-end design of backup solution as per Bank's input and requirements to finish the entire data backup in the mentioned backup windows. While designing the backup solution, OEM will consider the industry best practices for backup. The backup OEM will also suggest the best practices for taking the front-end data backup to safeguard the Bank's investment. The bidder will provide necessary dedicated hardware infra if any required for Backup Solution as per industries best practices to complete the entire data backup within the mentioned backup windows.
- 7.30 The bidder will supply necessary operating system licenses supported for the backup server/media server (at DC and DR Site). The backup server must be sized to run the backup workload as per the RFQ's requirement. The backup server must have sufficient memory slots available for future upgradation up to double memory capacity with same size of memory modules. The bidder needs to design the backup solution in such a way that backup must be completed of the entire capacity of data asked in this RFQ within 10-12 hours of backup window. Non-comply of this parameter, Bank can impose additional penalty of 5% of the total project cost. This penalty amount will be adjusted from the payment which Bank needs to pay time to time like ATS/AMC amount to the bidder.
- 7.31 The bidder shall provide perpetual/subscription licenses for all software components asked in this RFQ and should be in name of Bank. The Software licenses such as - VMware Hypervisor, Cloud Management and Automation and Storage Virtualization, Microsoft Windows Server, Redhat Enterprise should be independent of hardware and should not be tied down to the hardware it is installed on. The Bank should be able to reuse or port the software licenses on any new hardware in future. No additional licenses of software will be required for any hardware upgradation/addition of disk in future as per Bank's requirement. All the mentioned software must be on respective software OEM's part code. Bank must be able to get L1-L3 support from software OEMs directly.

- 7.32 The proposed solution must include all the hardware, software, services and other components necessary to meet the given requirements and to carry out the necessary activities as described in this section as well as the deliverables section given below. Activities must cover whatever is necessary to build the solution, deliver, train, and support Bank personnel for the period of the contract.
- 7.33 Periodic reporting as per the requirements stipulated in this document, as well as Bank's IT Security and IT policies and guidelines issued from time to time must be adhered by the Bidder.
- 7.34 Web-based dashboards with continuous real-time / near real-time status updates as well as relevant statistics form and other reporting requirements are also included in the scope. Issue Management responsibilities include establishment of a web-based collaborative issue management tool wherein all the issues raised and discovered during the course of the project are recorded, tracked and managed effectively.
- 7.35 The bidder shall propose Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports for issues.
- 7.36 The bidder shall propose Plan & Design/Architecture services from the OEM. The OEM shall conduct a health-check of the deployed solution and submit a report indicating compliance to reference architecture and best practices. The entire hardware and software supplied under this RFQ must be installed and configured by OEM. The bidder to make necessary arrangement for the same and Bank will not pay any additional cost for implementation/ configuration by OEM.
- 7.37 Detailed process documentation, SOP's and management of solution should be created and submitted before project signoff.

## 8. Terms of Execution of Work

- 8.1 The successful bidders should deliver and complete the installation and configuration of hardware and software within 12 weeks from the date of Purchase Order (PO) at the respective location. In case of delay in delivery of equipment, penalty will be charged as mentioned in Liquidated Damages clause.

- 8.2 A notional period of additional one week will be given for delivery in case of pre-shipment testing. However, the Bank may decide not to have pre-shipment testing at its own discretion. In the event of waiver of the pre-shipment testing, the one-week period for testing will be reduced for arriving at liquidated damages.

## 9. Locations to be covered

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

The bidder must have support offices in Mumbai and Bengaluru. Address and contact details should be submitted.

## 10. Cost & Currency

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 and the offer must be made in Indian Rupees only.

## 11. Price Variation

Prices payable to the successful bidder as stated in the contract shall be firm and not subject to any changes at any circumstances during the contract period. No price variation should be asked for increases in foreign currency price variation during contract period.

## 12. Acceptance of Offer

- 12.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 12.2 The Bank will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.
- 12.3 The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

- 12.4 The selected bidders shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted.
- 12.5 Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

### 13. Rate Contract

Bank may procure the hardware and software at the discovered rate in phases as per future requirement within the period of two years. Bank will procure 120 HCI nodes and software in future as per Bank's requirement. The quantity mentioned is tentative which may increase or decrease in future as per Bank's requirement for the contract period of 2 years. The rate discovered through this RFQ will be valid for 2 years for any future procurement. Bank may purchase hardware and software post rate contract period of 2 years at same cost and terms & condition on mutual consent. The unit cost of the individual item will be calculated (Total Product Cost/Qty) as per discovered commercials to arrive at the cost of the unit item for any future procurements during the rate contract period of 2 years from the date of acceptance of purchase order.

### 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 RFQ response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

### 15. Instructions for Bid Submission

#### 15.1 Cost of RFQ

- 15.1.1 Cost of RFQ is waived off if bidder prefers to download the RFQ document online. However, bidder is required to pay Rs.2,500/- for purchasing hardcopy from DIT.
- 15.1.2 RFQ document can also be downloaded from the Bank's website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or from Government tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) or from E-procurement site [ubi.abcprocure.com](http://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 Bid Security/ EMD (Refundable)

15.2.1 The bidder should deposit bid security of Rs. 10,00,00,000/- (Rupees Ten Crore Only) in the form of a demand draft favouring Union Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. Bank Guarantee should be valid from the date of submission of RFQ for a period of minimum 45 days beyond the final bid validity period of 180 days. IFSC Code for issuance of EMD is UBIN0556688.

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

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

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

15.2.3.2 Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per [Annexure K](#).

15.2.4 Bid Security will be forfeited in the following cases:

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

15.2.4.2 If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.

15.2.4.3 In case of shortlisted bidder does not participate in the reverse auction or re-reverse auction at least by way of logging in.

15.2.4.4 In case of a successful Bidder, if the Bidder fails:

- a) To execute Contract within the stipulated time or
- b) To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

15.2.5 The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of 1 year as per the format mentioned in [Annexure N](#), for 10% of TCO, valid for the entire contract period.

15.2.6 Bidder who is claiming waiver of EMD should submit an undertaking in lieu of Bid security deposit. Bidder should submit bid security declaration as per [Annexure - T](#)

### 15.3 Performance Bank Guarantee (PBG)

The successful bidder shall provide a Performance Bank Guarantee for a value equivalent to 10% of order value valid for the contract period i.e. 5 years, within 60 days from the date of receipt of purchase order or signing of the contract whichever is earlier in the format as provided in [Annexure N](#) with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of India. IFSC Code for issuance of PBG is UBIN0556688.

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.

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

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

### 15.4 Period of validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of

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

### 15.5 Amendment of Bidding Documents

Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFQ 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 Bank may, at its discretion, extend the last date of submission of bids.

### 15.6 Authorization to Bid

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

- 15.6.1 All pages of the bid shall be initialled by the person or persons signing the bid.
- 15.6.2 Bid form shall be signed in full & official seal affixed.
- 15.6.3 Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- 15.6.4 All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- 15.6.5 The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

### 15.7 Brief Description of Bidding Process

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

- 15.7.1 The Bank has adopted a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project.

The first stage (the “Qualification Stage”) of the process involves qualification of bidders who submit response as bid in accordance with the provisions of this RFQ. The Second Stage (the “Bid Stage”) of the process involves commercial evaluation through reverse auction.

- 15.7.2 In the Qualification Stage, Technical Bid will be opened online and only those bidders who have submitted their bids online will be evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short listed for the Bid Stage. Only those bidders that are pre-qualified and short-listed by Bank shall be invited to submit their commercial Bids.
- 15.7.3 In the Bid Stage, the shortlisted Bidders will be called upon to submit their indicative commercial offers in accordance with the RFP which will be issued to the shortlisted bidders (collectively the “Bidding Documents”). After evaluation of indicative commercial bids, the L1 bidder will be selected through Reverse Auction process. Reverse Auction Rules and Compliance will be shared through RFP along with Indicative commercial bids to the shortlisted bidders.
- 15.7.4 The indicative commercial bid may be considered by Bank for fixing the starting bid for reverse auction. After completion of the reverse auction, selected bidder should submit the price break-up as per the format of indicative commercial bids.
- 15.7.5 The Bid shall be valid for a period of not less than 90 days from the date of Reverse auction. Purchase order for the initial procurement will be issued to the successful bidders within bid validity period. All rates will be frozen for the period of two years from the date of acceptance of first Purchase order.

## 15.8 Technical Offer at Qualification Stage

- 15..8.1 The Technical Bid - Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- 15..8.2 The Technical Bid - Part I must be submitted online.
- 15..8.3 The following documents are to be submitted in original (Union Bank of India, Technology Centre, 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400072) at the Bank as well as online mode on or before last date & time of bid submission:

- 15.8.3.1 Bid security of Rs.10,00,00,000/- (Rupees Ten Crores only) in the form of a demand draft issued by a Scheduled commercial bank favouring Union Bank of India, payable at Mumbai or Bank Guarantee from scheduled commercial Bank other than Union Bank of India and should be valid for six months with claim period of 45 days.
- 15.8.3.2 Integrity Pact (IP) as provided in Annexure J is to be submitted physically. It should be on stamped paper duly signed by authorized signatories of the company/Firm/Organization.
- 15.8.3.3 Bidder has to upload scanned copy / proof of the EMD and Integrity Pact along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- 15.8.3.4 In case of bidders registered with NSIC/Udyog Aadhaar as SME or a Startup Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/SME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit Annexure Q in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
- 15.8.3.5 Non submission of above documents i.e. Bid Security and Integrity Pact within 5 days of Bid End date / Bid Opening date will be liable for rejection of bid.
- 15.8.3.6 Bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at bidder's own risk and may result in the rejection of the bid.
- 15.8.4 In addition, the following documents are to be submitted online at the e-procurement site <https://ubi.abcprocure.com>:
- 15.8.4.1 [Annexure A](#) - Letter of Acceptance
  - 15.8.4.2 [Annexure B](#) - Bidder's Profile Format
  - 15.8.4.3 [Annexure C](#) - Eligibility Criteria
  - 15.8.4.4 [Annexure D](#) - Compliance to RFQ Terms & Conditions
  - 15.8.4.5 [Annexure E](#) - Technical Compliance
  - 15.8.4.6 [Annexure F](#) - Declaration for Compliance
  - 15.8.4.7 [Annexure G](#) - Undertaking by Bidder

- 15.8.4.8 [Annexure H](#) - Confidentiality / Non-Disclosure Agreement
- 15.8.4.9 [Annexure I](#) - Reference Site Details
- 15.8.4.10 [Annexure O](#) - Know Your Employee (KYE) Clause
- 15.8.4.11 [Annexure P](#) - Undertaking of Information Security
- 15.8.4.12 [Annexure S](#) - Undertaking of Authenticity of Hardware
- 15.8.4.13 [Annexure T](#) - Standard Terms and Conditions for Outsourcing

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

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

15.8.4.16 All the annexures should be submitted online in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.

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

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

- 15.8.4.18 Documents and brochures pertaining to product that will be deployed in the proposed solution.
- 15.8.4.19 Signed & Sealed copy of all the pages of RFQ and corrigendum if any, to be submitted online along with the technical bid.
- 15.8.4.20 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..8.5 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..8.6 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 15..8.7 The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed/performed any project successfully/satisfactorily in Union Bank of India in stipulated time i.e. supply, Installation, Implementation etc.
- 15..8.8 The Bank reserves the right to modify any terms, conditions or specifications of RFQ before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in), Government tender portal ([eprocure.gov.in](http://eprocure.gov.in)) as well as e-procurement portal ([ubi.abcprocure.com](http://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.

## 15.9 RFQ Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to [kislaysinha@unionbankofindia.bank](mailto:kislaysinha@unionbankofindia.bank), [bhukya.sripriya@unionbankofindia.bank](mailto:bhukya.sripriya@unionbankofindia.bank) and [rajeshkr@unionbankofindia.bank](mailto:rajeshkr@unionbankofindia.bank)

with subject “Request for Qualification (RFQ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud under rate contract” as per [Annexure L](#).

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

Any modification of the RFQ, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank’s website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in), government tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) or at e-procurement portal [ubi.abcpocure.com](http://ubi.abcpocure.com).

## 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 RFQ, 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 convey to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.



15.10.4 On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for the bid stage. RFP Document comprising of commercial formats, reverse auction rules and other terms and conditions, will be shared with all qualified bidders for responding through e-procurement portal ubi.abcprocure.com. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

15.10.5 1 The Bank shall follow all the guidelines/notifications for public procurement.

### 15.11 Preference to Make in India

15.11.1 Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFQ and allotment will be done in terms of said order as under:

- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- b. If L1 is not a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with next higher bid within the margin of purchase preference shall be invited to match the L1 Price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement.

#### 15.11.1.1 Definitions

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

content in the item (including all customs duties) as a proportion of the total value, in percent.

- b. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- c. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. “Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

#### 15.11.1.2 Verification of local content

- a. The local supplier at the time of submission of bid shall be required to provide a certificate as per [Annexure R](#) from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

#### 15.12 Bank’s Right to Accept or Reject any Bid or all Bids

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

#### 15.13 Restriction on Procurement due to National Security

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

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

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

15.13.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

15.13.4 The beneficial owner for the purpose of (15.13.4) above will be as under:

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

#### **Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

## 16. Shortlisting of Bidders

On completion of technical evaluation on qualification stage, shortlisted bidders will be intimated through email. Subsequently, RFP Document comprising of commercial formats, reverse auction rules and other terms and conditions, will be shared with all qualified bidders for responding through e-procurement portal [ubi.abcprocure.com](http://ubi.abcprocure.com).

## 17. 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 tax invoice 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.

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

## 18. Rejection of Bid

The Bid is liable to be rejected if:

- 18.1 The document does not bear signature of authorized person in each page and duly stamp.
- 18.2 It is received through Fax/E-mail.
- 18.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 18.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids/ Bids not conforming to the terms and conditions stipulated in this Request for Qualification (RFQ) are liable for rejection by the Bank.
- 18.5 It is evasive or contains incorrect information.
- 18.6 Any form of canvassing/ lobbying/ influence/ query regarding shortlisting, status etc. will be a disqualification.
- 18.7 Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- 18.8 Bids dropped in tender box or submitted in physical hard copy format.
- 18.9 Non-submission of Integrity Pact (IP)/EMD/waiver certificate.

## 19. Modification and Withdrawals of Bid

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

## 20. RFQ Response

All documents submitted as bid 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 RFQ process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

Bid properly documented should be uploaded on e-Procurement site [ubi.abcpocure.com](http://ubi.abcpocure.com) within stipulated date & time mentioned in the RFQ.

## 21. Order Cancellation/ Termination of Contract

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

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

21.1.2 Serious discrepancies noted in the inspection.

21.1.3 Breaches in the terms and conditions of the Order.

21.1.4 Delay in completion of project.

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

21.2.1 Non-submission of acceptance of order within 4 days of order. Non-submission of Performance Bank Guarantee as per terms of RFQ.

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

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

21.2.4 The bidder goes in to liquidation voluntarily or otherwise.

21.2.5 Misconduct of the bidder or any of its staff/employees or representatives which affects execution of the contract/loss of reputation/financial risk to bank.

- 21.2.6 Any third party claim against bank, loss/damage to bank arising due to bidder/bidder's omissions, errors.
- 21.2.7 Non-execution of agreement/s within the time stipulated by bank.
- 21.2.8 The progress made by the selected bidder is found to be unsatisfactory
- 21.2.9 Bidder provides evasive or incorrect information.
- 21.3 Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.
- 21.4 After the award of the contract, if the selected bidders do not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 21.5 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 21.6 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

## 22. Contract Period

The successful bidder shall be required to enter into a contract with Bank within 45 days of the award of contract or within such extended period as may be specified by Bank. Initially contract will be signed for five (5) years. However, the rate contract period for placing order is 2 years from the date of issuance of first purchase order. Order may be placed within the rate contract period of 2 years based on requirement of the Bank.

Cost and quantity of items mentioned in first para of RFQ Clause 7 will be calculated on pro-rata basis in case of partial/multiple requirement of hardware and software in future at the discovered rate. Bank will place orders based on requirement from time to time during the rate contract period of 2 years. The contract period of each item procured in subsequent phase of orders will start from the date of sign off up to the period of 5 years.

Thereafter AMC/ATS contract may be extended for two (2) years at the same cost and terms & conditions on mutual consent. The extended contract period will be reviewed on yearly basis subject to satisfactory performance of the bidder. However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee.

### 23. Inspections & Tests

- 23.1 The Bank or its representative shall have the right to inspect and/or to test the hardware/software to check their conformity to the contract specifications at no extra cost to the Bank.
- 23.2 The inspections and test may be conducted on the premises of the supplier/vendor or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the supplier/vendor or its subcontractor(s), all reasonable facilities and assistance as required by the Bank officials/representative, including access to drawings, system start/boot and production data, shall be furnished to the inspectors at no charge to the Bank.
- 23.3 Should any inspected or tested hardware/software fail to conform to the specifications, the Bank may reject the hardware/software, and the vendor shall either replace the rejected hardware/software or make alterations necessary to meet specification/requirements free of cost to the Bank.
- 23.4 Pre-delivery /acceptance inspection will be carried out by the Bank through its staff / consultant at vendor's factory / warehouse or at any other Bank's site / location depending on the exigencies of the Bank. The vendor shall keep ready the systems for inspection if the inspection is carried out at Bank's site. The vendor should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the systems offered for inspection is not as per the requirements of the Bank.

### 24. Availability of Spares/Support

Spares/Support for the hardware/software offered should be available for support at least 5 years from the date project sign-off.



## 25. System Maintenance Standard

- 25.1 The Bidder will assume total responsibility for the fault free operation of hardware/Servers, application software and maintenance during the warranty and post warranty (AMC/ATS period) for a total duration of five years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99.95% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. If the service support is less than 24\*7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.
- 25.2 The supplier has to ensure on-site support (without any extra cost) for resolving all Hardware, software & OS related issues, including re-installation of Software / OS and other software mentioned above, due to any reason what-so-ever, during warranty and AMC/ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- 25.3 During the warranty period the Bidder should undertake to provide the Bank free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc. as and when required) from the date of commissioning of the Systems. The Bidder should maintain critical components supplied under this RFQ.
- 25.4 If any critical component of the entire configuration is out of service for more than 24 hours, the Supplier shall either immediately replace the defective unit or replace it at its own cost or provide a standby.
- 25.5 Bidder should resolve the problem reported by any means within six hours of report as mentioned below:

Sr. No.	Description	Response Time	Penalty
1	Call response time	2 hours	No Penalty
2	Call resolution time including replacement of parts	Equipment down for total 6 hours after logging complaint through any mode Above 6 hours, if substitute is not provided	
			Penalty will be as per SLA clause of the RFQ

25.6 The Bidder should ensure that the hardware reported down or non-functional (including due to OS, etc. related problems in Hyper-Converged Infrastructure) on any day is set right on the same day and in no case later than 6 hours from the date of reporting. In case, the hardware cannot be repaired within the stipulated period, the Bidder should provide replacement of the same till the same is returned duly repaired and make the system operational.

## 26. Warranty

26.1 The offer must include comprehensive on-site warranty of 3 years for Hardware from the date of complete project sign off by the bank official which will be given after installation, configuration and commissioning of the hardware and software to the satisfaction of the Bank.

26.2 The offer must include comprehensive on-site warranty of 1 year for Software from the date of complete sign off by the bank official which will be given after go-live of the solution to the satisfaction of the Bank.

26.3 Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of hardware, accessories, etc. covered by the offer. Vendor must warrant all hardware, accessories, spare parts, etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the hardware/software and repair/replace all the defective components at the installed site, at no additional charge to the Bank.

26.4 Warranty should not become void if Bank buys any other supplemental hardware/software from a third party and installs them with this hardware/software. However, the warranty will not apply to such supplemental hardware items installed. The vendor is expected to ensure same maintenance standards as mentioned in clause 25.

## 27. Annual Maintenance Contract/Annual Technical Support

27.1 The Bidder is expected to maintain the equipment supplied for at least two years after the expiry of warranty period. The Bidder is expected to ensure same maintenance standards as mentioned under RFQ Clause 25.

27.2 Warranty and AMC terms & conditions shall cover the total hardware & software, including spare replacements along with OS, changes to be done in configuration as per bank requirement, system software etc. procured from the bidder. Warranty terms shall also cover the task of configuring/re-

configuring the hardware & software, other hardware/software resources, Operating System hardening, Performance tuning, Loading & configuring operating system updates, integrating with the other hardware procured by Bank and any other tasks related to Hardware & System Software Management. Besides general warranty support, critical support details should be furnished.

- 27.3 At the same time, the Bidder is also expected to make available the spare parts for the systems for at least two years after the expiry of warranty period. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to the Bank, during the currency of warranty period and AMC.
- 27.4 Any regulatory /statutory changes or updates or guidelines as required under the directive of Government of India, Reserve Bank of India or any other regulatory/statutory authority must be provided/ upgraded to the Bank free of cost during implementation period.
- 27.5 Bidder is expected to provide unconditional warranty and post-warranty comprehensive on-site 24x7 maintenance support with 6 hours problem resolution commitment for the contract period.
- 27.6 The AMC charges per annum should be between 8-12% of the cost of hardware equipment. The ATS charges per annum should be between 20-26% of the cost of software components.
- 27.7 Bank may extend the ATS and AMC period of hardware and software for next 2 years after the completion of contract period of 5 years with mutually agreed terms & conditions and cost.

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

## 28. OEM Authorization

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

## 29. Liquidated Damages (LD)

If Successful bidders fail to deliver any or all software/Hardware or commence any or all of the Service(s) specified in the RFQ/RFP/Contract / Agreement would attract liquidated damages. Bank Shall without prejudice to its other rights and remedies under and in accordance with the RFQ/RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. For calculation of LD:

- 29.1 Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% of the cost of undelivered services per site per week will be charged for every week's delay beyond 12 weeks in delivery subject to maximum of 10% of order value.
- 29.2 Part of week will be treated as a week for this purpose.
- 29.3 However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- 29.4 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.
- 29.5 The overall LD is capped to a maximum of 10% of the total cost of the project.

## 30. Service Level Agreement and Penalties

- 30.1 The Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFQ, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- 30.2 The contract period will be for a period of 5 years.
- 30.3 Bidder has to guarantee minimum uptime of 99.95% and should be ready to execute service level agreement for the same as per below uptime. Bank will calculate uptime on quarterly basis for Private Cloud infrastructure as per below details:

Level of Uptime Quarterly	Penalty Charges
99.95% and above	No Penalty
99.00% and above but below 99.95%	1 % of total cost of Yearly pay-out
98% and above but below 99%	3 % of total cost of Yearly pay-out

97% and above but below 98%	5 % of total cost of Yearly pay-out
96% and above but below 97%	7 % of total cost of Yearly pay-out
95% and above but below 96%	9 % of total cost of Yearly pay-out
Below 95%	10% of total cost of Yearly pay-out

30.4 Maximum penalty will be 10% of yearly pay-out. Yearly pay-out will be calculated as below:

Year	Calculation details
1st Year	Payout is same as 2 <sup>nd</sup> year total ATS Cost
2nd Year	Payout will be total ATS Cost of 2 <sup>nd</sup> year
3rd Year	Payout will be total ATS Cost of 3 <sup>rd</sup> year
4th Year	Payout will be total ATS and AMC Cost of 4 <sup>th</sup> year
5th Year	Payout will be total ATS and AMC Cost of 5 <sup>th</sup> year

30.5 Quarterly Calculation of % Uptime = (Total uptime of system in hours in a quarter - downtime of system in hours in a quarter) \*100 / Total uptime of system in hours in a quarter.

30.6 Bank is procuring the hyper-converged nodes under this Private Cloud RFQ, will be used exclusively for hosting various applications and implementation of various leading and critical databases (2 TB or higher). The bidder has to size the solution to meet the above requirement with less than 5 millisecond average latency per VM (Virtual Machine) basis during peak banking hours (8.00 AM to 6.00 PM).

30.7 Total downtime hours will be calculated after deducting the response time and resolution time mentioned in the RFQ.

30.8 Bank may recover such amount of penalty from any payment due to the bidder under this contract.

30.9 RBI/Regulatory authority may inspect facilities of successful bidder up to 2 years beyond the contract period.

30.10 Bidder shall allow the Bank and its regulators for periodic visit/audit or as & when required.

30.11 The overall Penalty including LD during contract period will be to a maximum of 10% of the total cost of the project.

### 31. 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.

### 32. 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:

- 32.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- 32.2 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;
- 32.3 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
- 32.4 To treat all Information as Confidential Information.
- 32.5 The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure H within thirty days of issuing the purchase order/letter of intent.

### 33. Limitation of Liability& Indemnity

- 33.1 Subject to Clause 33.4 below, the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively “Loss”) on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party)

attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

33.2 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.

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

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

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

33.3.3 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;

33.3.2.1 Procure the right for Indemnified Party to continue using it

33.3.3.2. Replace it with a non-infringing equivalent

33.3.2.2 Modify it to make it non-infringing.

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

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

33.4.1 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;

33.4.2 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;

- 33.4.3 if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- 33.4.4 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;
- 33.4.5 all settlements of claims subject to indemnification under this Clause will:
- a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- 33.4.6 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;
- 33.4.7 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;
- 33.4.8 in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- 33.4.9 if a Party makes a claim under the indemnity set out under Clause 34.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).



The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 33 (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 34.1) 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.

#### **34. Adherence to BCP & Cyber Security Systems**

Bidders are responsible for meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy/BCP Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

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

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

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

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

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

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

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

### 35. Intellectual Property Rights

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

- 35.1 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.
- 35.2 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 RFQ.
- 35.3 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 RFQ.

### 36. Non-Transferable Offer

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

### 37. Responsibility for Completeness

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

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

### 38. Insurance

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

### 39. Compliance with IS/Cyber Security Policy

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFQ, details of which will be shared with the selected Bidders. Some of the key areas are as under:

- 39.1 Responsibilities for data and application privacy and confidentiality
- 39.2 Responsibilities on system and software access control and administration
- 39.3 Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- 39.4 Physical Security of the facilities
- 39.5 Physical and logical separation from other customers of the Vendor
- 39.6 Incident response and reporting procedures
- 39.7 Password Policy of the Bank

- 39.8 Data Encryption/Protection requirements of the Bank. Encryption of data should be as per SOW.
- 39.9 In general, confidentiality, integrity and availability must be ensured.
- 39.10 Solution supplied should be compatible with bank's existing CSOC for integration.

#### 40. Audit

The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full co-operation 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 carryout 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.

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

#### **41. Force Majeure**

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

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

41.2 Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, Terrorist attacks, public unrest in work area;

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

#### **42. Exit Clause**

The Bank reserves the right to cancel /exit the contract with immediate effect in the event of happening one or more of the following conditions:

42.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 60 days from receipt of purchase contract.

42.2 Delay in delivery beyond the specified period.

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

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

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

#### **43. RFQ Ownership**

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

#### **44. 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.

#### **45. Patents Rights**

- 45.1 The supplier shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.
- 45.2 The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 45.3 The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.
- 45.4 The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 45.5 The Supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use

software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

#### 46. Price Validity

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

#### 47. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interests 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.

#### 48. Tender/RFQ/RFP Cancellation

The Bank reserves the right to cancel the Tender/RFQ at any time without assigning any reasons whatsoever. In case of such cancellation the payment will be made to the extent of satisfactory delivery of products & services. The value of such payment shall be governed by completion certificates report and decision of Bank shall be final and binding on the bidder.

#### 49. 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.

This RFQ document contains statements derived from information that is believed to be 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 Respondent to determine whether or not to enter into a contract or arrangement with Union Bank of India in

relation to the provision of Contact Centre services. Neither Union Bank of India nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFQ document.

## 50. 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.

## 51. 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.

## 52. Dispute Resolution & Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFQ/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.

## 53. Online Prebid Meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFQ, Bank will hold a pre-bid meeting on the date & time as indicated in the RFQ. It may be noted that no query of any bidder shall be entertained / received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site. Only authorized representative of bidder (maximum two) will be allowed to attend the online Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization through the emails mentioned in this RFQ along with details including name, organization, designation, Mobile number, etc. with subject as "Request for Qualification (RFQ) for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract". 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 RFQ, which may become necessary as a result of the Pre- bid Meeting, shall be made public by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in), government tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and e-Procurement site <https://ubi.abcpocure.com>.

#### 54. Submission of Bids

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

To  
The General Manager,  
Union Bank of India,  
Department of Information Technology,  
Technology Centre, Adi Shankaracharya  
Marg, Opposite Powai Lake, Powai,  
Mumbai - 400072.

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

## 55. Annexure A - Letter of Acceptance

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

To,

Union Bank of India  
Technology Centre, 5<sup>th</sup> floor,  
Adi Shankaracharya Marg,  
Near Registrar of Shipping,  
Powai, Andheri (East),  
Mumbai-400072

RFQ Ref. No. UBI/DIT/2023-24/RFQ/02

Dear Sir,

**Sub: Request for Qualification (RFQ) for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract**

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

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

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

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

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFQ 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 Bank 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.10,00,00,000/- (Rupees Ten Crores only) favoring Union Bank of India and payable at Mumbai, towards bid security, details of the same is as under:

No. : Date :

Name of Issuing Bank :

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

Or

MSME/Udyog Aadhaar Certificate No.

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

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

**56. Annexure B - Bidder's Profile Format**

RFQ Ref. No. UBI/DIT/2023-24/RFQ/02

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal		
5	BankerAddresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai and Bengaluru (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover (Rs. In Crores)	Operating Profit (EBITDA Rs. In Crores)
	2022-23		
	2021-22		
	2020-21		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	
8	Number of banks / Institutions to which this kind of services are being given.		
9	Name and address of the banks / institutions to whom this kind of services was given with brief description, Location, etc.		
10	Is company ISO Certified? If yes, provide information along with true copy of certificate.		
11	GST Number & PAN Number		

N.B. Enclose copies of Supporting document along with Audited Balance Sheet

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

(Signature)

(In the capacity of)

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

Classification: Internal

**57. Annexure C - Eligibility Criteria**

RFQ Ref. No. UBI/DIT/2023-24/

Sl. No.	Pre-Qualification Criteria	Compliance (Yes/No)	Detail of Proof Attached
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in <a href="#">Annexure J</a> on stamp paper in advance (not prior to issuance of RFQ) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.		Integrity Pact (IP) as per <a href="#">Annexure J</a>
2	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or Government Organization/PSU and should have experience of minimum 5 years in existence in India from the date of issuance of RFQ.		Certificate of incorporation/certificate for commencement of business/other relevant documentary proof is to be submitted.
3	The bidder should have minimum turnover of Rs.330.00 Crore of previous 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. This must be the individual company turnover and not that of any group of companies.		Copies of the audited balance sheet and P&L Statement of the company showing the turnover is to be submitted.

4	Bidder should have operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2020-21, 2021-22 and 2022-23.	Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.
5	Bidder must have supplied and implemented the VMware Private Cloud Solution and hypervisor in minimum two BFSI/Central/State Govt./PSU during the past 3 years in India as on the date bid submission of RFQ.	The bidder has to submit PO (mandatory) along with Project sign off/ performance certificate/any proof for successful completion of project from authorized signatory of buyer organization as supporting documents for the same.
6	Bidder must have supplied minimum 50 vSAN ready Hyper-Converged Nodes of proposed OEM in a single project in a BFSI/Central or State Govt./PSU during the past 3 years in India as on the date bid submission of RFQ.	The bidder has to submit PO (mandatory) along with Project sign off/ performance certificate/any proof for completion of project from authorized signatory of buyer organization as supporting documents for the same.
7	Bidder should be either an Original Equipment Manufacturer (OEM) of devices/hardware/software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM or its authorized partners. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFQ. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered.	Manufacturer Authorization Form (MAF) obtained from OEM should be submitted.

8	The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.		Undertaking on Company's letterhead as per <a href="#">Annexure G</a> to be submitted by the bidder
9.	The bidder should provide undertaking mentioning DIN of Directors that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process		Self-Declaration should be submitted.

**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. The requirements mentioned above are mandatory. The cut-off date for the above criteria's will be the Date of submission of RFQ.

Bidder should fulfill all the Eligibility criteria. Only those who fulfill all the eligibility criteria will qualify for further evaluation. Documents required to be submitted along with Technical bid.

Photocopies of relevant documents / certificates as mentioned above in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently and can accept or reject without any explanation to the Bidder. Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

**Place:**  
**Date:**

**Authorized Signatory:**

**Name & Designation:**  
**Business Address & email id:**

**58. Annexure D - Compliance to RFQ Terms & Conditions**

RFQ Ref. No. UBI/DIT/2023-24/

Sl.No.	Clause Details	Bidder's Compliance (Yes/No)
1.	Introduction	
2.	Integrity Pact (IP)	
3.	Definition	
4.	Objectives of the RFQ	
5.	Invitation of Tender Bids	
6.	Eligibility Criteria	
7.	Scope of Work	
8.	Terms of Execution of Work	
9.	Locations to be Covered	
10.	Cost & Currency	
11.	Price Variation	
12.	Acceptance of Offer	
13.	Rate Contract	
14.	Language of Bid	
15.	Instructions for Bid Submission	
16.	Shortlisting of Bidders	
17.	Taxes and Duties	
18.	Rejection of Bid	
19.	Modification and Withdrawals of Bid	
20.	RFQ Response	
21.	Order Cancellation/ Termination of Contract	
22.	Contract Period	
23.	Inspections & Tests	
24.	Availability of Spares	
25.	System Maintenance Standard	
26.	Warranty	
27.	Annual Maintenance Contract/Annual Technical Support	
28.	OEM Authorization	
29.	Liquidated Damages (LD)	
30.	Service Level Agreement and Penalties	



31.	Authorized Signatory	
32.	Confidentiality	
33.	Limitation of Liability& Indemnity	
34.	Adherence to Cyber Security Systems	
35.	Intellectual Property Rights	
36.	Non-Transferable Offer	
37.	Responsibility for Completeness	
38.	Insurance	
39.	Compliance with IS/Cyber Security Policy	
40.	Audit	
41.	Force Majeure	
42.	Exit Clause	
43.	RFQ Ownership	
44.	Proposal Ownership	
45.	Patents Rights	
46.	Price Validity	
47.	Conflict of Interest	
48.	Tender/RFQ Cancellation	
49.	Information Ownership	
50.	Publicity	
51.	Arbitration	
52.	Jurisdiction	
53.	Submission of Bids	

Place:

Date:

Authorized Signatory:

Name &amp; Designation:

Business Address &amp; e-mail id:

## 59. Annexure E -Technical Compliance

RFQ Ref. No. UBI/DIT/2023-24/

### VMware vSAN ready Hyper-Converged Node specifications

Sl. No.	Technical Description	Compliance (Yes/No)	Remarks
1	VMware vSAN ready HCI node, your offer (Make & Model)		Specify
2	Bidders should propose 210 nodes (105 nodes each at DC & DR site) with each node having 24 disk slots. Each proposed node must be configured with 12 x 3.84 TB NvME disk.		
3	Each node must be proposed with 2 x Third Generation Intel Xeon Platinum 8358 @2.60 GHz Processors, 32 Cores and 48 MB cache.		
4	The nodes should connect over 25G IP connectivity. Minimum 8 x 25G Ethernet port per node must be proposed.		
5	Each Node must be installed with 2 TB RAM with 64 GB or higher DDR4@3200 MHz Module.		
6	Node must have Redundant Hot Plug High Efficiency Power Supply with maximum 2U form factor.		
7	Redundant Hot Plug High Speed Cooling Fans		
8	The proposed vSAN ready HCI node must be able to deliver less than 5 milliseconds read / write average latency to the virtual machines installed with various leading critical databases.		

9	Remote management features, Appliance management software capable of providing role-based security, alerts of critical component failure along with power monitoring. Should also provide for controlling Power, Fan management, Compute node initialization, Resource discovery and inventory management, Resource alerts and monitoring management, Compute node power management and diagnostics for elements including I/O options and compute nodes.		
10	Bidders must propose vSAN ready nodes with 3 years comprehensive onsite warranty and maintenance for 4th & 5th Year		
11	The solution should provide a single unified management console for the management, monitoring and configuration of the entire environment including underlying Hardware and associated components in the servers. The entire hardware stack upgradation and patching from single console.		
12	The proposed vSAN ready node should have maximum in 2U form factor.		
13	The proposed vSAN ready nodes shall provide scale-up (by adding SSD disks) architecture with no disruption to the workloads already running on the platform		

## II) Backup Solution Specifications

Sl. No.	Our Requirement	Compliance (Yes/No)
1	Specify your offer (Make and Model)	
2	The proposed solution must be an enterprise class backup solution and purpose-built backup appliance.	
3	The bidder needs to supply minimum usable capacity of 3 x 1 PB (1 PB each at DC, DR Site and AirGap) without compression and deduplication. The purpose-built backup solution must support minimum 90 TB throughputs per hour. The proposed backup solution must be enterprise class. The backup solution must support disk to disk to tape media backup functionality.	
5	Solution must support Data compression and de-duplication features.	
6	Solution must support RAID 6 technologies with hot spare disk.	
7	The backup solution must support disk to disk to tape media backup functionality.	
8	The software should have the capability to replicate the backed-up data to the DR site for the selected set of backup sets.	
9	The proposed Backup Solution Software has inbuilt Web based GUI for centralized management of backup domain.	
10	The bidder will supply backup server and media servers as per backup OEM design at DC and DR site along with disk-based backup solution along with necessary operating system licenses for backup server. The backup server as well as backup appliance must have minimum 4x25 Gbps Ethernet port and 4x32 Gbps FC (Fibre Channel) port.	
11	The vendor must design the solution using the NIST framework or a similar design that will help the organization to build contingency against ransomware attacks	
12	Proposed purpose-built backup solution should be able to interface with various industry leading backup software, server platforms and operating systems.	
13	The solution should support global / inline data duplication using variable block length de-duplication technology.	
14	The purpose-built backup solution should support OST file system or any other optimized synthetic file system.	
15	The Solution Should Support de-duplication at backup server/ host level so that only changed blocks travel through network to backup device	

16	The purpose-built Backup solution must support high density disk array expansion in order to help the Bank with lower rack space utilization	
17	Backup Solution must support IPv4 for backup, replication as well as management of the Backup solution. Should support Ethernet failover and aggregation	
18	Backup Solution Should support 256-bit AES encryption for data at rest and data-in-flight during replication	
19	Backup Solution Should support retention lock or equivalent feature which ensures that no data is deleted accidentally	
20	The purpose-built backup solution should provide a mechanism to perform an immediate verification of the unique backup data as soon as it is written on the disk, to insure against any write	
21	The Solution must use store all data along with the meta data that describes it. It must provide the ability to rebuild the meta data structure by scanning the data from the disk to enable	
22	Backup Solution must ensure integrity of the data returned during a restore by verifying the block data read with a checksum of the data	
23	Backup Solution must have scheduled file system check to ensure data integrity	
24	The proposed Backup Solution should be available on various OS platforms such as Windows/Linux Platforms and be capable of supporting SAN/NAS based backup / restore from various platforms including Linux and Windows	
25	The proposed Backup Solution should support tape mirroring running concurrently with primary backup jobs to the disk target.	
26	The proposed backup solution must support Link Aggregation Control Protocol (LACP).	
27	The proposed backup solution should allow creation of additional backup copies, run concurrently with primary backup, within the same Library or over the network to another tape library/standalone drive of different format medium (e.g. Ultrium to SDLT etc..) to allow easy valuating operation.	
28	The proposed backup solution must support all leading hypervisors like VMware, Acropolis, Microsoft Hyper-V, RHEL-V to take full as well as incremental backup of the running VMs.	
29	The proposed Backup Solution must have certified Hot- Online backup solution for different type of critical Databases such as Oracle, Microsoft Sql Server, Mysql, DB2. The backup solution should support incremental backup of above-mentioned databases.	
30	Solution must have built-in protection against zero-day attack and malicious insider threats	

31	Solution should support different retentions for primary and DR backup device.	
32	The proposed backup software licenses must be offered in Sockets or Front-end capacity licenses and with perpetual licensing in this RFQ.	
33	The purpose-built backup solution must have the feature to integrate with any Tape Library LTO5/6/7/8 and higher.	
34	The proposed backup solution should not be binding with any specific hardware OEM. It must support other OEMs backup appliances as well.	
35	Proposed solution should support options for immutability, air-gap and data isolation for backup data. The proposed purpose-built backup device must support WORM immutability.	
36	The proposed solution should support Policy-driven automated workflows to securely move business critical data into an isolated air-gapped environment.	
37	The proposed solution should enable the fastest and surest possible recovery, in addition to potentially helping to track the source of the attack.	
38	The solution must provide instant access of virtual Machine. The solution must allow to instantly power on minimum 25 virtual machines simultaneously from backup appliance with 60K or more IOPS.	
39	The bidder needs to provide minimum two customer references within India (preferably Public Sector) that run of similar or higher scale.	
40	The bidder must provide all additional infrastructure including servers, network switches required for backup infra.	
41	<p>Proposed disk-based backup solution should be sized appropriately for backup of front-end data 1PB (30% VM DB type and 70% VM File System type) data as per below mentioned backup policies.</p> <ol style="list-style-type: none"> <li>Daily incremental backup - retained for 4 weeks in PBBA.</li> <li>Weekly full backup for all data types - retained for 1 month in backup device.</li> <li>Monthly full backups - retained for 12 months in backup device or Long term /Object Storage.</li> <li>Yearly full backups - retained for 7 years in backup device or Long term /Object Storage.</li> </ol> <p>The disk-based backup solution should be quoted with adequate capacity considering 5% daily change rate for entire duration of 5 years warranty. Bidder must provide a sizing certificate showcasing this sizing consideration on the OEM's letter head with seal and sign from the authorized signatory.</p>	

42	The proposed backup solution must have the functionality to backup and recovery of containers/pods.	
43	The proposed backup solution must support automatic detection and backup of the applications in kubernetes clusters.	
44	The proposed backup solution must support for backup and restore to multi-cluster considering multi-cloud environment and DR (Disaster Recovery) site.	
45	The proposed backup solution must support backup and recovery of applications hosted on public cloud such as Azure, AWS, Oracle Cloud, Google Cloud without any additional licenses.	

**60. Annexure F - Declaration for Compliance**

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

RFQ Ref. No. UBI/DIT/2023-24/

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

**Signature:**

**Name**

**Date**

**Seal of company:**

**Technical Specification**

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)



## 61. Annexure G - Undertaking by Bidder

Place:

Date:

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

RFQ Ref. No. UBI/DIT/2023-24/

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

We \_\_\_\_\_ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

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

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

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

WHEREAS: -

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

### NOW THIS AGREEMENT WITNESS:

#### 1. Interpretation

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

Information solely for and in connection with the business transacted/ to be transacted between the Parties.

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

## 2. Confidentiality:

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

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

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

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

3. **Return or destruction:**

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

#### 4. Permitted disclosure:

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

#### 5. Ownership of Information:

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

#### 6. No Representation:

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

#### 7. Remedies and Relief:

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

#### 8. No Assignment

This Agreement shall not be assigned by the successful bidder, by operation of law or otherwise, without the prior written consent of Bank. 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 6 months beyond contract period of .... years. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the nondefaulting 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 upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. 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 RFQ 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 RFQ 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 labor 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 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 and delivered by  
Union Bank of India

Signed by:  
Name .....

Signed by:  
Name .....

Title .....  
the presence of

Title ..... in  
in the presence of

.....

.....



### 63. Annexure I - Reference Site Details

Please provide following information for most relevant projects and clients in India:

Use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment. Please mention more than one assignment under the same client if relevant. (Use separate sheet for each client)

Name of the Bank / Financial Institution/Company (Client Name)	
Address of Bank / Financial Institution/Company (Client Name)	
Brief description of the nature of business / process handled.	
Contact Details (At least two contacts details of senior staff of the client are to be provided for each reference).	
Contact1	
Name:	
Designation:	
Landline No.:	
Mobile No.:	
E-mail id:	
Contact2	
Name:	
Designation:	
Landline No.:	
Mobile No.:	
E-mail id:	
Description of the services provided	
Duration of assignment including start date and end date.	
Approximate value of service	

Certificate of experience/ work done/ satisfactory work completion from Senior Executive of the client to be attached regarding the successful completion. Please include client references/ commendation letters, if any.

Place:

Date:

Signature:

Name & Designation:

Business Address:

## 64. Annexure J - Pre-Contract Integrity Pact

Tender Ref. No: UBI/DIT/2023-24/

### INTEGRITY PACT

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

And

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

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

### 3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of \_\_\_\_\_ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/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.

#### **5.4 Agents / Agency Commission**

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

## 6. Previous Transgression

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

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

## 7. Company Code of Conduct

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

## 8. Sanctions for Violation

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

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

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the

Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

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

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

## **10. Price Fall Clause**

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

## **11. Independent External Monitor(s)**

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

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

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

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

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

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

## 12. Law and Place of Jurisdiction

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

## 13. Other Legal Actions

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

## 14. Integrity Pact Duration.

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

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

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

## 15 Other Provisions

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

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



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

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

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

17. The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

BIDDER \* /SELLER\*

Signature:

Signature:

General Manager/Dy GM,  
Union Bank of India,  
..... Division

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.

**65. Annexure K - Letter for Refund of EMD****LETTER FOR REFUND OF EMD**

(To be submitted by the unsuccessful bidders)

Date:

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

RFQ Ref. No. UBI/DIT/2023-24/

We \_\_\_\_\_ (Company Name) had participated in the Request for Qualification (RFQ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud Under Rate Contract and we are an unsuccessful bidder.

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

Sr. No.	Bidder Name	DD/BG 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.

**66. Annexure L - 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 only in Microsoft Excel in the following format by e-mail):

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

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

Place:

Date:

Signature:

Name & Designation: Business

Address:

**67. Annexure M - Bank Guarantee for EMD**

Date:

To

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

RFQ Ref. No. UBI/DIT/2023-24/

Dear Sir,

M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Bidder') wish to respond to the Request for Qualification (RFQ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud Under Rate Contract, self and other associated Bidders and submit the proposal for the same as listed in the RFQ document.

Whereas the 'Bidder' has submitted the proposal in response to RFQ, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of Rs.10,00,00,000.00 (Rupees Ten Crore Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFQ. 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 commercial bid. Bank reserves the right to place order onto Bidder based on prices quoted by them.
3. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs.10,00,00,000.00 (Rupees Ten Crore 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 RFQ document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs.10,00,00,000.00 (Rupees Ten Crore Only).
- 2) This Bank guarantee will be valid up to \_\_\_\_\_; with a claim period of 45 days thereafter and

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

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

Signature .....

Name .....

(In Block letters)

Designation ..... (Staff

Code No.) .....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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

## 68. Annexure N - 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, e-Andhra Bank and e-Corporation Bank 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 60 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 Bank by the Issuing Bank under Registered Post with Acknowledge Due.

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

RFQ Ref. No. UBI/DIT/2023-24/

Dear Sir,

In consideration of Union Bank of India, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Andheri (East), Mumbai-400072, placing an order for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud Under Rate Contract& on \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said contract), we \_\_\_\_\_ ( Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the ) for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation of Private Cloud Under Rate Contract as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we \_\_\_\_\_ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts

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

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

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

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

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

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

company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

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

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed 10% of the TCO.
- II) This bank guarantee shall be valid up to \_\_\_\_\_.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before \_\_\_\_\_ 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

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

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.) .....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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



**69. Annexure O - Know Your Employee (KYE) Clause**

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

RFQ Ref. No. UBI/DIT/2023-24/

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 RFQ) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, credit history report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for \_\_\_\_\_ (Name of the RFQ).”

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

\_\_\_\_\_

## 70. Annexure P - Undertaking of Information Security

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

Place:

Date:

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

RFQ Ref. No. UBI/DIT/2023-24/

Sir,

**Subject: Request for Qualification (RFQ) for Supply, Installation, Maintenance of Hyper Converged Infrastructure and Implementation for expansion of Private Cloud Under Rate Contract.**

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

Yours faithfully,

Authorized Signatory Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**71. Annexure Q - Certificate for Waiver for MSME/NSIC Firms**

(in Letter head of Chartered Accountant)

**Date:**

RFQ Ref. No. UBI/DIT/2023-24/

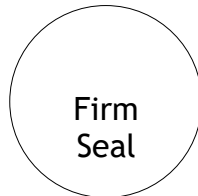
**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2023. Further we certify that the Company is classified under SME as per MSME Act 2006.

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.

## 72. Annexure R - Certificate of Local Content

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

Date:

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

Dear Sir,

Ref.: RFQ No.: UBI/DIT/2023-24/

1. This is to certify that proposed \_\_\_\_\_ <product details> is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFQ.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 - Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.

Signature of Statutory Auditor/  
Cost Auditor  
Registration Number: Seal

Counter-signed:

Bidder

OEM

### 73. Annexure S - Undertaking of Authenticity for Hardware

To

Date:

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

**Sub: RFQ for Supply, Installation, Maintenance of Hyper-Converged Infrastructure and Implementation for expansion of Private Cloud Under Rate Contract**

**Ref: Your RFQ Ref. No. UBI/DIT/2023-24/**

Dear Sir,

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

We hereby undertake that all the components/parts/assembly/software used in the implementation of cloud shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / pirated software are being used or shall be used.

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

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

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

Name:

Designation:

#### 74. Annexure T - Bid Security Declaration

To

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

RFQ Ref No. UBI/DIT/2023-24/

Dear Sir,

**Subject: Request for Qualification (RFQ) for Supply, Installation, Configuration, Implementation & Support of Hyper-Converged Infrastructure and Software Solution for Expansion of Bank's On-Premises Private Cloud under Rate Contract.**

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:

If the bid submitted by us is withdrawn/modified during the period of bid validity.

1. 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.
2. In case of we becoming successful bidder and if:
  - a) we fail to execute Contract within the stipulated time.
  - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFQ document.

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories

(Name & Designation, seal of the firm)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories

(Name & Designation, seal of the firm)

**75. Annexure W - 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)***

Ref. No. UBI/DIT/2023-24/

Date:

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

## 76. Annexure X - Standard terms and conditions for Outsourcing

### Introduction

- A. The purpose of these standard terms and condition for Outsourcing Contracts (hereinafter referred to as the “standard Terms and conditions”) is to set forth the terms and conditions applicable to the outsourcing agreement executed between the Service Provider and the Bank.
- B. If any provisions of the standard terms and conditions is inconsistent with any provision of the outsourcing agreement of which the Standard terms and conditions constitute an integral part, the provision of standard terms and conditions shall prevail,

### 1. Representations and Warranties:

The following representation and warranties shall be deemed to have been given by the Service Provider in relation to outsourcing Contracts upon the contracts being executed.

In order to induce the Bank to enter into the Contract / Agreement, the Service Provider hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 1.1 That the Service Provider is a company / firm which has the requisite qualifications, skills, experience and expertise in providing all such services as are necessary to perform its obligation under the contract/agreement and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by the Bank.
- 1.2 That the Service provider is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract / Agreement.
- 1.3 That the Service provider shall use such assets of the Bank as the Bank may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract / Agreement. The Service provider shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 1.4 That the Service provider shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- 1.5 That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time.
- 1.6 That there are - (a) no legal proceedings pending or threatened against Service provider or its team which adversely affect/may affect performance under this Contract / Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Service provider or any sub-Service provider / third part or its team members by any statutory or regulatory or investigative agencies.
- 1.7 That neither the execution and delivery by the Service provider of the Contract / Agreement nor the Contractor’s compliance with or performance of the terms and provisions of the Contract / Agreement (i) will contravene any provision of any applicable



law or any order, writ, injunction or decree of any court or governmental authority binding on the Service provider (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Service provider is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Contractor.

- 1.8 The Service provider shall not charge any fees to the customers of the Bank directly for the services rendered by them on behalf of the Bank.
- 1.9 The service provider shall not sell/compel the customers of the Bank to buy third party products along with the Bank's product.

## 2. Compliance Requirements

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 2.1 The entire activity and Services would be guided by and conform to policies and guidelines of the Bank, Reserve Bank of India, IDRBT, State and Central Governments, legal provisions etc.
- 2.2 Information Security standards for end-to-end solution would conform to ISO 27001, CERT-In guidelines, IT Act 2000, The information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules, 2011 ("IT SPD Rules), RBI, Government, IDRBT and Bank's policies.
- 2.3 The business practices, processes adopted for rendering services, maintenance of records, accounting norms & procedures etc. for banking and financial services shall conform to regulatory, legal and Bank's policies and guidelines.

## 3. Subcontracting

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 3.1 It is agreed between the parties that service provider shall not procure services either through subcontract without the prior written permission of the Bank. If subcontracting is permitted by the Bank then;
  - 3.1.1 Service provider shall be responsible for all the services provided to the Bank regardless of which entity is conducting the operations on behalf of contractor.
  - 3.1.2 The Service provider shall be responsible for managing the activities of its personnel and/or the personnel of subservice provider and under no circumstances and at no point of time the subservice provider of the Service provider will be considered employees, subservice provider or agent of Bank.
  - 3.1.3 The Service provider shall be responsible for ensuring that the Sub-Contractor comply with all security & confidentiality requirement of the Bank set out in this agreement and the Bank can obtain independent report for the same.

## 4. Human Resource Requirement

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 4.1 The Service provider shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- 4.2 The Service provider shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Service provider shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 4.3 In case the performance of the Business Correspondents/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Service provider shall have to replace the said person within the time limits stipulated by the Bank. Where the Service provider fails to comply with the Bank's request, Bank may replace the said person, Business Correspondent or their agents/employees on its own.
- 4.4 No right to employment in the Bank shall accrue or arise to the employees or agents of the Service provider, by virtue of engagement of employees, agents, etc. of The Service provider for any assignment under this project. It is further clarified that the arrangement herein with the Service provider is a contract for service.
- 4.5 The Service provider shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 4.6 The Service provider shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they 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.

## 5. Service Levels

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 5.1 The Service provider shall proceed to carry out the Service(s) with diligence and care in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract / Agreement and shall meet the standards of good industry practice.
- 5.2 Notwithstanding generality of the foregoing, the Service provider shall achieve the service levels and key performance matrixes stipulated by Bank under the contract.
- 5.3 Standard of Performance  
The Service provider shall perform the Service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology, procedures and methods. The Service provider shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.
- 5.4 Key Performance Measurements

Unless specified by Bank to the contrary, the Service provider shall perform the Service(s) and carry out the Service(s) under and in accordance with the terms of the Contract / Agreement and as per the good industry practice.

#### 5.5 Reporting Progress

The Service provider shall monitor progress of all the activities specified in the program of work/ Service(s) and submit free of cost weekly progress report about various aspect of the work/Service(s) to Bank. Bank on mutual agreement between both Parties may change the periodicity of such reports.

### 6. Intellectual Property Rights and Patent Rights, Information Security and confidentiality

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 6.1 Purchaser/Bank shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of the Contract, if any, including all processes, products and Services which have been developed by the Service provider during the performance of Service(s) and for the purposes of inter-alia, use or sub-license of such service(s) under the Contract. The Service provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the service(s) to Bank and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of Bank.
- 6.2 Further, the Service provider shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Contractor, shall be acquired in the name of Bank, prior to termination of the Contract and which shall be assigned by Bank if necessary under the applicable laws or otherwise to the Service provider for the purpose of execution of any of its obligations under the terms of the bid, or the Contract. However, subsequent to the term of the Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of Bank.
- 6.3 The Service provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the service(s), it does not infringe the Intellectual Property Rights of any person and the Service provider shall keep the Bank, its directors, employees, agents and representatives indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and / or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service provider or any sub-Service provider during the course of performance of the service(s).

### 7. Information Security

- 7.1 The Service provider and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Bank's premises without written permission from Bank.

- 7.2 The Service provider personnel shall follow Bank's information security policy and instructions in this behalf.
- 7.3 The Service provider acknowledges that Bank's business data and other proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; and the Service provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service provider to protect its own proprietary information. Service provider recognizes that the goodwill of Bank depends, among other things, upon Service provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service provider could damage Bank. By reason of Contractor's duties and obligations hereunder, Service provider may come into possession of such proprietary information, even though the Service provider does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract / Agreement. Service provider shall use such information only for the purpose of performing the Service(s).
- 7.4 Service provider shall, upon termination of the Contract / Agreement for any reason, or upon demand by Bank/ Purchaser, whichever is earliest, return any and all information provided to Service provider by Bank, including any copies or reproductions, both hardcopy and electronic.

## 8. Ownership and Retention of Documents

- 8.1 Bank shall own the documents, prepared by or for the Service provider arising out of or in connection with the Contract / Agreement. The services provider shall preserve the documents and data in accordance with the legal/regulatory obligation of the Bank.
- 8.2 Forthwith upon expiry or earlier termination of the Contract / Agreement and at any other time on demand by Bank, the Service provider shall deliver to Bank all documents provided by or originating from Bank and all documents produced by or from or for the Service provider in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost. The Service providers shall not, without the prior written consent of Bank store, copy, distribute or retain any such Documents.

## 9. Data Ownership

By virtue of the Contract / Agreement, the Contractor's team may have access to personal and business information of Bank and / or a third party. Bank have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Service provider or Contractor's team in the course of performing the Service(s) under the Contract / Agreement.

## 10. Confidentiality

The service provider hereby represents and warrants that they shall ensure the preservation and protection of the security and confidentiality of the beneficiary/customer information or data which are in the custody or possession of the service provider. They further represent and warrants that they shall ensure the

preservation and protection of the sensitive personal data or information as defined/laid down in “The information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules,2011” (“IT SPD Rules).

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract / Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- a) to maintain and use the Confidential Information only for the purposes of the Contract / Agreement and only as permitted herein;
- b) to only make copies of such documents / papers as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c) to restrict access and disclosure of Confidential Information to such of their employees, agents, service providers, and Service providers strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and d) . In the event of earlier termination of the Contract / Agreement, the Parties hereby agree to maintain the confidentiality of the Confidentiality obligation shall survive the termination of this agreement.

Confidential Information does not include information which:

- i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- ii) information in the public domain as a matter of law;
- iii) is received from a third party not subject to the obligation of confidentiality with respect to such information;
- iv) is released from confidentiality with the written consent of the other Party.

The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient. Notwithstanding the foregoing, the Parties acknowledge that the nature of the Service(s) to be performed under this Contract / Agreement may require the Service provider's personnel to be present on premises of Bank or may require the Service provider's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the Service provider under such circumstances and to provide notice to the Service provider/ Service provider of the confidentiality of all such information. Therefore, the Service provider agrees that any technical or business or other information of the other party that the Contractor's personnel, sub Service providers, or agents acquire while on the Bank's premises, or through access to Bank's computer systems or databases while on or off Bank's premises, shall be deemed Confidential Information. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract / Agreement, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of Bank in respect of the Systems, Service(s), and Documents etc.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable

the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of the Contract / Agreement without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract / Agreement. The provision of this clause shall survive termination of the Contract / Agreement till such Confidential Information enters public domain and as stated above.

## **11. Bank's/Reserve Bank of India's Right of Inspection and Periodic Audit**

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- 11.1 The Bank/Reserve Bank of India reserves the right to inspect and monitor/assess the progress of the Services at any time during the course of the Contract / Agreement. Bank may demand and upon such demand being made, Bank shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Services.
- 11.2 The project shall conform to Bank/Reserve bank of India's policies and would be subject to Internal and External audits or agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.
- 11.3 The Service provider shall allow the Reserve Bank of India or persons authorized by them to access the Bank/service provider's documents, records & service providers' transactions and other necessary information given to or stored or processed by the service provider within a reasonable time. In the event these are not made accessible to Reserve Bank of India within a reasonable time, the service provider will reimburse the Bank which they may be liable to pay supervisory fees to Reserve Bank of India.
- 11.4 The Service provider is required to extend all necessary co-operations to facilitate audit process.
- 11.5 The Service provider shall have adequate audit controls and track normal and exception transactions.
- 11.6 Bank shall utilize the services of internal or external auditors for ensuring proper operations by the Service provider.
- 11.7 Bank/Reserve Bank of India shall also arrange for a random verification for better control and shall have the right to review and monitor the security practices and control processes of the service provider on regular basis and require the service provider to disclose security breaches if any.
- 11.8 The Bank/Reserve Bank of India reserve its right to inspect and monitor/access the progress/activities of the services and Complaint Register and other related documents at any time during the course of the contract/agreement. Bank/ Reserve Bank of India may demand and upon such demand being made, Bank/ Reserve Bank of India shall be provided with any document, data, material, Complaint Register or any other information, which it may require, to enable it to access the activity, details of compliant redressals and progress of the services.

## **12. REVIEW OF CONTRACT AND PERFORMANCE**

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under;

- 12.1 Bank shall have the right of quarterly review of the performance of the Service provider under the contract which would be basis of continuation or termination of the same. Bank on mutual agreement between both Parties may change the periodicity of such review.
- 12.2 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 service provider in order to assess the ability of the Service provider to continue to meet its outsourcing/contractual obligations.

### **13. Delay in the Contractor's Performance**

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

13.1 Time is the essence of contract. Time period for delivery, installation and implementation will be drawn up by the Bank or as given in the contract and service provider should adhere to the schedule and complete the project within given time .Performance of the Contract shall be made by the Service provider in accordance with the time schedule specified by Bank .Bank will impose following penalties apart from the liquidated damages, termination of contract etc. and will be recovered from the Service provider from his payment.

- 13.2 A delay by the Service provider in the performance of its Contract obligations shall render the Service provider liable to any or all the following sanctions:
- (a) Forfeiture of its performance Bank guarantee if any,
  - (b) Imposition of liquidated damages and penalties, and / or
  - (c) Termination of the Contract for default

### **14. User Acceptance Test and Quality Check**

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 14.1 Bank or its representative shall have the right to inspect and/or to test the goods and Services to check their conformity to the Contract specifications at no extra cost to the Bank.
- 14.2 The inspections and test may be conducted on the premises of the Contractor, at point of delivery and / or at the final destination. If conducted on the premises of the Contractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.
- 14.3 Should any inspected or tested goods fail to conform to the specifications, Bank may reject the goods, and the Service provider shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to Bank.
- 14.4 Pre-delivery /acceptance Inspection will be carried out by the Bank through its staff / consultant at Contractor's factory / warehouse or at any of the Bank's site / location depending on the exigencies of Bank. The Service provider shall keep ready the

equipment for inspection if the inspection is carried out at Bank's Site, the Service provider should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants.

## 15. Business Continuity Plan

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- 15.1 The parties shall comply with the provisions of the Business Continuity Plan and the Service provider shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its terms.
- 15.2 The Service provider shall test the Business Continuity Plan on a regular basis (and in any event not less than once in every [12 month] period) jointly with the Bank. The Bank may require the Service provider to conduct additional tests of the Business Continuity Plan where the Bank considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan. The Authority reserves the right to attend any Business Continuity Plan test undertaken by the Contractor.
- 15.3 If the Bank requires an additional test of the Business Continuity Plan it shall give the Service provider written notice and the Service provider shall conduct the test in accordance with the Bank's requirements and the relevant provisions of the Business Continuity Plan. The Contractor's costs of the additional test shall be borne by the Bank unless the Business Continuity Plan fails the additional test in which case the Contractor's costs of that failed test shall be borne by the Contractor.
- 15.4 Following each test, the Service provider shall send to the Authority a written report summarizing the results of the test and shall promptly implement any actions or remedial measures which the Bank considers to be necessary as a result of those tests.
- 15.5 The Service provider shall undertake regular risk assessments and/or business impact analysis in relation to the provision of the Services not less than once every six months and shall provide the results of, and any recommendations in relation to those risk assessments or business impact analysis to the Authority promptly in writing following each review.

## 16. Indemnity

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- 16.1 The Service provider agrees to indemnify and keep indemnified, defend and hold harmless Purchaser and its directors, employees, agents and representatives from and against any , loss, damages, liabilities, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of



patent, trademark, Intellectual Property Rights, copyrights or industrial drawings and designs arising from use of the services or any part thereof and/ or otherwise.

- 16.2 Further, the said indemnity shall also be available for any of actions arising out of or in connection with the Contractor's breach of the representations and warranties specified in the Contracts/Agreement; acts or omissions of negligence or misconduct by the Service provider or its professionals, representatives, agents, subcontractor, security analysts, consultants and advisors; For the purpose of the Agreement/Contract, the Service provider shall mean and include the Contractor, its personnel, employees, consultants, advisors, agents, representatives and /or other authorized persons.
- 16.3 The responsibility to indemnify shall survive the termination of the Agreement/Contract for any reason with regard to any indemnity claims arising in relation to performance thereof. The Service Provider shall ensure that in addition to security features deployed in the technology, controls and operational procedures should ensure protection of the Bank from loss, disclosure or frauds.
- 16.4 The Service provider shall indemnify the Bank from transaction risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.)
- 16.5 The Service Provider shall indemnify the Bank and provide a system free from risks arising out of data becoming outdated, lost or overwritten due to inappropriate update procedures and the potential for frauds.
- 16.6 The Service Provider shall indemnify the Bank and hold the Bank harmless against loss or liability, claims actions or proceedings due to wrong debit/credit of any account of any beneficiary/customer that may arise through the action of its employees, agents, contractors, etc. or otherwise.
- 16.7 The Service Provider shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- 16.8 The Service Provider shall maintain adequate documentation, records, audit trails, etc. and cooperate with the Bank's internal audit teams, regulatory authorities and third-party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of The Service provider

## 17. Relationships between the Parties

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- (a) The Service(s) of the Service provider herein shall not be construed as any agency of Bank and there shall be no principal and agent relationship between Bank and the Service provider in this regard.
- (b) Nothing in the Contract / Agreement constitutes any fiduciary relationship between Bank and Contractor/Contractor's Team or any relationship of employer - employee, principal and agent, or partnership, between Bank and Contractor.
- (c) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract / Agreement.

(d) Bank has no obligations to the Contractor's/Contractor's team except as agreed under the terms of the Contract / Agreement.

### **18. No Assignment**

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

The Contract / Agreement cannot be transferred or assigned by the Service provider without the prior written approval of Bank.

### **19. Termination**

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

19.1 Bank may, terminate the Contract / Agreement by giving the Service provider a prior and written notice of 3 months indicating its intention to terminate the Contract / Agreement under the following circumstances:

(a) Where it comes to Bank's attention that the Service provider is in a position of actual conflict of interest with the interests of Bank, in relation to any of terms of the Contractor's bid or the Contract / Agreement.

(b) Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any Bank bankruptcy proceedings against the Contractor, any failure by the Service provider to pay any of its dues to its creditors, the institution of any winding up proceedings against the Service provider or the happening of any such events that are adverse to the commercial viability of the Contractor.

19.2 In the event of the happening of any events of the above nature, Bank shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Service provider, and to ensure business continuity.

#### **19.3 Termination for Insolvency:**

Bank may at any time terminate the Contract / Agreement by giving written notice to the Contractor, without compensation to the Contractor, if the Service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank.

#### **19.4 Termination for Default:**

Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Contractor, may terminate the Contract/ Agreement in whole or in part.

### **20. Consequences of Termination**

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- 20.1 In the event of termination of the Contract / Agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract / Agreement or otherwise], Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Service provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Service provider to take over the obligations of the erstwhile Service provider in relation to the execution/continued execution of the scope of the Contract / Agreement. Termination process will be initiated only after the service provider has been provided with a written curing period of 3 months.
- 20.2 In the event that the termination of the Contract / Agreement is due to the expiry of the term of the Contract / Agreement, a decision not to grant any (further) extension by Bank, the Service provider herein shall be obliged to provide all such assistance to the next successor Service provider or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- 20.3 Where the termination of the Contract / Agreement is prior to its stipulated term on account of a default on part of the Service provider or due to the fact that the survival of the Service provider as an independent corporate entity is threatened/has ceased, Bank shall pay the Service provider for that part of the Service(s) which have been authorized by Bank and satisfactorily performed by the Service provider up to the date of termination, without prejudice to any other rights, Bank may retain such amounts from the payment due and payable by Bank to the Service provider/ Service provider as may be required to offset any losses caused to Bank as a result of any act/omissions of the Service provider / Service provider. In case of any loss or damage due to default on the part of the Service provider / Service provider in performing any of its obligations with regard to executing the Service(s) under the Contract / Agreement. The Service provider / Service provider shall compensate Bank for any such loss, damages or other costs, incurred by Bank. Additionally, the sub-service provider / Service provider / other members of its team shall continue to perform all its obligations and responsibilities under the Contract / Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all / any functions as stipulated by Bank and as may be proper and necessary to execute the service(s) under the Contract / Agreement in terms of the Service provider's / Service provider's bid and the Contract / Agreement.
- 20.4 Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and / or remedies that may be available to Bank under law or otherwise.
- 20.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract / Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

20.6 Termination survives the Contract / Agreement.

In the event of termination of this Agreement for any reason, Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.

**Additional Points can be considered:**

1. Neither Union Bank of India nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.
2. It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/external auditors/RBI / Third parties etc. Selected vendor must take same into consideration while delivering the desired services.
3. Bidder may assess the existing infrastructure by visiting Bank's Data Centre located at Powai, Mumbai, if required and accordingly submit the proposal.
4. Project completion Timelines: The bidder should adhere to the project schedule as mentioned in project plan implementation.
5. Subcontracting should be explicitly prohibited. Bidder must obtain prior permission from the Bank before contracting any work to subcontractors.
6. Performance Bank Guarantee should be 10% of TCO.

Authorized Signatories

(Name, Designation and Seal of the Company)

Dated this day of 2023