



**Request for Proposal (RFP) for Selection of Service Provider
for e-Procurement & e-Auction Services**

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

DISCLAIMER

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Union Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Abbreviations

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

Abbreviations	Description
3DES	Triple Data Encryption Standard
AES	Advanced Encryption Standard
BG	Bank Guarantee
CVC	Central Vigilance Commission
GST	Goods and Services Tax
IDS	Intrusion Detection System
IPS	Intrusion Prevention System
ISO	Indian Standard Organization
IT Act	Information Technology Act
MSME	Micro Small & Medium Enterprise
NDA	Non-Disclosure Agreement
NSIC	National Small Industries Corporation
PO	Purchase Order
PSB	Public Sector Bank
PSU	Public Sector Undertaking
PBG	Performance Bank Guarantee
RFP	Request For Proposal
RSA	Rivest, Shamir, Adleman
SLA	Service Level Agreement
SSL	Secure Sockets Layer
STQC	Standardization Testing and Quality Certification
TCO	Total Cost of Ownership
TLS	Transport Layer Security
TO	Technical Offer
UBI	Union Bank of India

Bid Details:

RFP Ref. No. UBI/DIT/2021-22/e-Proc/05

Start Date & Time of issue of RFP	14.05.2021 at 11:00 Hours
Last date and time for submission of query	21.05.2021 by 17:00 Hours
Last date and time for downloading of document	08.06.2021 by 15:00 Hours
Last date and time for submission Of Bidding Document	08.06.2021 by 16:00 Hours
Date and Time of Technical Bid Opening	08.06.2021 at 16:15 Hours
Place of opening of Bids	Union Bank of India, Department of Information Technology (2 nd Floor), Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai.
Address & Contact Numbers	As above Tel:(022) 25710528/527
Cost of RFP	Rs. 500/- (Rupees Five hundred only) in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai.
Contact details	Interested Bidders are requested to send the email to: bhukya.sripriya@unionbankofindia.com , sanjiiev@unionbankofindia.com dnpeter@unionbankofindia.com containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.

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

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Union Bank of India

1. Introduction

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

2. Objectives of the RFP

Union Bank of India (hereinafter called as “Bank” or “the Bank”) invites proposal from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”). Offers are invited from reputed bidders for procuring capital assets as well as service items, Bank is following “Two-part bid offer” conventional method for auction of items for buying of services, computer hardware etc. Bidders are selected based on commercial offer.

2.1 In order to save cost and time, achieve process efficiencies and maintain transparency, fairness and equal opportunity in auction / tendering processes of procurement, Bank intends to continue its current online e-Procurement & e-Auction, by availing the services of an e-Procurement & e-Auction service provider.

2.2 The bank also wants to use the service provider’s infrastructure viz., Web portal, Hardware, Software, Connectivity, Training and other Services for managing and conducting the e-procurement & e-Auction events.

2.3 The Service Provider should act as a System Integrator for providing solution for the bank’s e-procurements & e-Auction, included but not limited to design and host fully secured Internet web based interface in India for conducting e-procurements & e-Auction events on behalf of the bank and as per the bank’s requirements. Bank has the sole discretion to conduct the e-procurements & e-Auction events for its sell & procurements.

2.4 Offers are invited from reputed bidders for appointment of application services provider for e-procurement & e-Auction services on rate contract basis.

3. Invitation of Tender Bids

This RFP is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until

a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

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

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

The document may be obtained from the Bank at the address mentioned on Bid details page or can be downloaded from Bank's Website www.unionbankofindia.co.in or govt. tender portal www.eprocure.gov.in.

4. Eligibility Criteria

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

- 4.1. The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a PSU/Government organization and should be in existence for last 3 years from the date of submission of RFP. (Certificate of incorporation/Registration is to be submitted).
- 4.2. Bidder should have minimum annual turnover of ₹50 lac during the previous three financial years (2017-18, 2018-2019 & 2019-20). This must be the individual company turnover and not that of any group of companies. (Copies of the audited balance sheet of the company showing the same is to be submitted.)
- 4.3. The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in previous three financial years, (2017-18, 2018-19 & 2019-20). (Copies of the audited balance sheet and Profit/Loss statement of the firm is to be submitted).

- 4.4. The bidder should provide satisfactory performance certificates from minimum one Government Organizations/PSUs/PSBs currently utilizing the e-Auction and e-Procurement platform. Performance Certificate should be submitted.
- 4.5. The bidder should have ISO:9001 and ISO:27001 certificate for conducting e-Auction & e-procurement activities (Valid Copy of Certificate should be attached showing the validity period).
- 4.6. The e-procurement & e-Auction solution proposed by the bidder and related system should conform to the requirements of the IT act 2000, amended IT act 2008 (Recent Copy of Certificate should be attached showing the validity period).
- 4.7. The e-procurement & e-Auction solution proposed by the bidder and related system should conform to the requirements of CVC guidelines, Central Govt. Guidelines, STQC Certified (Bidder should give declaration to this effect & recent copy of STQC certification should be attached with technical bid showing the validity period).
- 4.8. The Bidder should have minimum experience of 3 years in the area of e-Tendering (e-Procurement, Reverse auction & Forward Auction) for Government/PSU/PSBs in India and should have conducted at least 50 e-procurement and 50 reverse/forward auction events in last three financial years. (i.e. 2018-19, 2019-20 & 2020-21) Documentary proof should be attached with the Technical bid.
- 4.9. The bidder should not have been black listed by any of Government Authority or Public Sector Undertaking (PSUs). In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization 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 I to be submitted by the bidder).
- 4.10. Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred/terminated by the Bank from participating in future tenders, will not be eligible for this tender. Bidder to submit an undertaking in this regard.

Note: Vendor must comply with the above mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer.

Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

5. Broad Scope of Work

The scope of work shall cover enabling of hosted solution for e-procurements & e-Auction of any Product, services or goods for Bank.

- 5.1. Bidder should have own Hardware, Software, connectivity and expertise in conducting e-Tendering (e-Procurement, Reverse Auction, Forward Auction) events online.
- 5.2. Bidder should ensure the existence of adequate and secure infrastructure including firewall, intrusion detection, Prevention systems etc. The system shall be scalable and shall permit expansion of both the capacity and functionality.
- 5.3. The bidder will also provide the details regarding the redundancy available at their primary site in case of any eventuality.
- 5.4. The system shall support a minimum of 128 bit encryption for sensitive data, and information while in transfer. Data shall be encrypted and stored in secured format. Within 10 days of completion of every quarter, the data pertaining to Bank shall be submitted in a separate CD. Further, bidder has to provide data pertaining to all the events conducted on the website during contract period should be made available to the bank within 7 days prior to end of the contract period.
- 5.5. The system shall cover full life cycle of purchasing/ sell (indent to placing of Purchase Order for procurement/ sell of goods for Bank).
- 5.6. Bidder shall customize the software suitable for Bank's Technical and Functional Requirements and shall make the Application ready for the live online e-tender events within 28 days of acceptance of the Letter of intent (LOI)/purchase order.
- 5.7. It is estimated that BANK will undertake about 100 events (e-Procurement/ Reverse Auction/Forward Auction) every year after awarding the contract to the successful bidder.
- 5.8. The vendor should be able to provide solutions i.e. e-Procurement, Reverse Auction & Forward Auction separately without dependency on one another. Bank may utilize one or all solutions as per requirement of the bank.

- 5.9. The selected Bidder shall appoint a single point of contact with whom BANK will deal for any activity pertaining to the requirements of this RFP.
- 5.10. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document.
- 5.11. Proposed Solution should be compliant with STQC Certification, Information Technology Act, CVC guidelines and other guidelines issued by regulatory authorities in respect of e-Auction & e-procurement. Solution should support digital signature for participation by bidders.
- 5.12. Bidder should provide training to all qualified bidders on participation in online bidding as well as on use of comprehensive use of online bidding tool and obtain confirmation to this effect from bidders and provide dedicated Help-line during Events. The bidder should note that no additional charges are payable for training the suppliers for each event.
- 5.13. The bidder shall also provide Training to Bank's Procurement Team on administering, monitoring, supervising and usage of the e-procurement solution provided by the Bidder by conducting a mock event.
- 5.14. The bank should be able to generate all the essential reports required for analysis of the online bidding as well as historical data comprising of Bid history, suppliers login data, compliance statement, online bidding summary and price breakups etc. In case of dispute in e-procurement and e-Auction, bidder has to provide all the required information/data/log reports/audit trails and all other relevant information of the event.
- 5.15. Support and Help desk services on connectivity & other technical issues while conducting the on-line tender events at Union Bank of India offices.
- 5.16. The Bidder should provide support at the Central Office/ Regional Offices during the event for smooth completion of e-Tendering (e-Procurement, Reverse Auction, Forward Auction) events.
- 5.17. The bidder should have in place a documented quality and audit process. A copy of the same shall be made available along with the technical bids. The bidder should close all VA/PT & allow access to audit team.
- 5.18. The bidder should allow Bank to add multiple items for bidding depending on the type of procurement.

- 5.19. Bidders participating in tender shall be given system generated user ids and passwords. The bidder should be able to log in to the system from anywhere via internet and submit their response/bids. The lowest bid at the particular moment will be displayed on the screens of all the participants. A bidder participant should not be able to see other participants bid but at Bank's end detailed inputs of all the bidders should be displayed. The final results will be based on the lowest price amongst all the bidders.
- 5.20. Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third- party external auditors for conducting periodical audit. Bidder should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of VA/PT & audit reports without any extra cost to bank.
- 5.21. Expected facilities for full life cycle of procurement / Auction
- a) Creation of Requirement
 - b) Creation of Tender document online
 - c) Cancel/Re-invite Tender
 - d) Approve Tender online
 - e) Create Bidding formats
 - f) Mapping the selected business rules on to the online bidding package.
 - g) Centralized Registration of Vendors/ Contractors
 - h) Uploading of Tenders
 - i) Downloading of Tenders by prospective Vendors
 - j) Pre-Bid Queries
 - k) Facility for online Pre-Bid Meetings
 - l) Publish Minutes of Pre-Bid Meeting
 - m) Publish replies to the Pre-Bid Queries
 - n) Submit Bids Online
 - o) Upload attachments to Tender
 - p) Technical Evaluation
 - q) Commercial Bid Opening
 - r) Commercial evaluation
 - s) Forward Auction & Reverse Auction
 - t) Tracking and displaying the Auction results
 - u) Publish Tender Results
 - v) Award of Contract
 - w) Purchase Order
 - x) Management Information System (MIS)
 - y) Audit Trail

6. Cost of Bidding

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

7. Validity Period

The term of the contract will be initially for a period of 2 years from the date of acceptance of the purchase and/ or signing the contract between the bank and the vendor & renewable for the further period of 1 year. The renewable will be at the sole discretion of the bank and the performance of the bidder during the contract period.

8. Language of Bid

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

9. Instructions for Bid Submission

9.1. Cost of RFP

- 9.1.1. RFP document can be purchased against payment of Rs.500/- (non-refundable) in the form of a demand draft issued by a scheduled commercial bank favoring Union Bank of India payable at Mumbai. In case of bidders registered with the National Small Industries Corporation (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme. In addition, bidder has to submit [Annexure K](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
- 9.1.2. RFP document can also be downloaded from the Bank's website www.unionbankofindia.co.in or from Government tender portal www.eprocure.gov.in.
- 9.1.3. In the event of non-payment of the fee of Rs.500/- towards the RFP form, the offer will be rejected.
- 9.1.4. 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.

9.2. Bid Security Declaration

Bidder should submit an undertaking in lieu of Bid security deposit. Bidder should submit bid security declaration as per [Annexure - M](#)

9.3. Performance Bank Guarantee (PBG)

The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in [Annexure N](#) for 3% of TCO for the entire period of the contract i.e. 2 years, with a claim period of 60 days and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of India.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. 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 bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

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

9.4. 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.

9.5. 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 RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the purchaser may, at its discretion, extend the last date of submission of bids.

9.6. Authorization to Bid

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

- 9.6.1. All pages of the bid shall be initialed by the person or persons signing the bid.
- 9.6.2. Bid form shall be signed in full & official seal affixed.
- 9.6.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- 9.6.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- 9.6.5. 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.

9.7. Two part Bid

The Bid should be submitted at the address provided as place of opening of bids on or before scheduled last date and time of submission of bids:

- 9.7.1. Technical bid - Part I: "TECHNICAL BID for selection of Service Provider for e-Procurement & e- Auction Services".
- 9.7.2. Commercial bid - Part II: "COMMERCIAL BID for selection of Service Provider for e-Procurement & e- Auction Services".
- 9.7.3. Any bid document not conforming to any one of the above terms will be rejected.

- 9.7.4. In the first stage, Technical bids of bidders who have submitted DD for RFP Cost/Exemption certificates will be opened and 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 evaluation of commercial offer. The Bank will open Part II (Commercial Bid) only for those bidders who have qualified in Technical Evaluation.
- 9.7.5. After completion of technical evaluation, the L1 bidder will be decided based on commercial bid submitted as per [Annexure G](#).

9.8. Technical Offer

- 9.8.1. 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.
- 9.8.2. The following documents are to be submitted in physical copy to the Bank (Union Bank of India, Technology Centre, 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai -400072) on or before last date or at the time of bid submission:
- 9.8.2.1. Demand draft for RFP Cost of ₹ 500/- (Rupees Five Hundred only) in the form of a demand draft issued by a Scheduled commercial bank favoring Union Bank of India, payable at Mumbai.
 - 9.8.2.2. In case of bidders who are eligible for waiver of RFP Cost, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. In addition, bidder has to submit [Annexure K](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
 - 9.8.2.3. [Annexure A](#) - Letter of Acceptance
 - 9.8.2.4. [Annexure B](#) - Bidder's Profile Format
 - 9.8.2.5. [Annexure C](#) - Eligibility Criteria
 - 9.8.2.6. [Annexure D](#) - Technical Specification
 - 9.8.2.7. [Annexure E](#) - Compliance to RFP Terms & Conditions
 - 9.8.2.8. [Annexure F](#) - Un-priced Commercial Bid
 - 9.8.2.9. [Annexure H](#) - Declaration for Compliance
 - 9.8.2.10. [Annexure I](#) - Undertaking by Bidder
 - 9.8.2.11. [Annexure J](#) - Confidentiality / Non Disclosure Agreement
 - 9.8.2.12. [Annexure M](#) - Bid Security Declaration
 - 9.8.2.13. [Annexure O](#) - Reference Site Details
 - 9.8.2.14. [Annexure P](#) - Know Your Employee (KYE) Clause
 - 9.8.2.15. [Annexure Q](#) - Restriction on Procurement due to National Security

- 9.8.2.16. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.
- 9.8.2.17. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the bidder.
- 9.8.2.18. All the annexure should be submitted in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- 9.8.2.19. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted in the technical bid.
- 9.8.2.20. The bidder should ensure that all the annexure are submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 9.8.3. 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.
- 9.8.4. 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.
- 9.8.5. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. supply Installation, Implementation etc.
- 9.8.6. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (www.unionbankofindia.co.in) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing

their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

9.9. Commercial Offer

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

- 9.9.1. The Commercial Offer should be submitted as per Annexure G. This must contain all price information. This should be submitted in a separate sealed envelope.
- 9.9.2. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

9.10. RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to bhukya.sripriya@unionbankofindia.com, sanjiiev@unionbankofindia.com, and dnpeter@unionbankofindia.com with subject “RFP for selection of Service Provider for e-Procurement & e- Auction Services” 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 RFP document. Bidders are requested to visit Bank’s website for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank’s website www.unionbankofindia.co.in and at government tender portal www.eprocure.gov.in.

9.11. Technical Bid Evaluation

- 9.11.1 During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If any part of the

technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.

- 9.11.2 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 9.11.3 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 9.11.4 The Bank shall follow all the guidelines/notifications for public procurement.

On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the BANK in this regard shall be final, conclusive and binding on the bidder.

9.12. Commercial Bid Evaluation

- 9.12.1. Commercial bids of only technically qualified short listed bidders will be opened for finalization of L1 bidder.
- 9.12.2. The final decision on the bidder will be taken by Union Bank of India. Union Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- 9.12.3. The Bank shall follow all the guidelines/notifications for public procurement.

9.13. Award of contract

On completion of evaluation of commercial bids, Bank will determine the L1 bidder and contract will be awarded to lowest bidder.

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

9.14. Price Composition

- 9.14.1 The commercial bid should be quoted as per the [Annexure G](#) - commercial bid format attached to this bid.
- 9.14.2 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 9.14.3 The service cost should be inclusive of all other charges as per the requirement of this RFP but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
- 9.14.4 Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- 9.14.5 Bank will not pay any Labour charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO.

9.15. 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 defense in India, or matters directly or indirectly, related thereto, including national security is applicable for this RFP.

- 9.15.1 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.
- 9.15.2 "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.

9.15.3 “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

9.15.4 The beneficial owner for the purpose of (iii) above will be as under: 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;

9.15.5 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;

9.15.6 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; Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner

is the relevant natural person who holds the position of senior managing official;

- 9.15.7 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.
- 9.15.8 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 9.15.9 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.

10. Taxes and Duties

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

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

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

Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per 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.

11. Rejection of Bid

The Bid is liable to be rejected if:

- 11.1 The document does not bear signature of authorized person in each page and duly stamp.
- 11.2 It is received through Fax/E-mail.
- 11.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 11.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 11.5 It is evasive or contains incorrect information.
- 11.6 Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- 11.7 Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- 11.8 Non submission of bid security declaration/Cost of RFP.

12. 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 bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

13. RFP Response

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

Bid properly documented should be delivered by hand/post at the place of bid opening at stipulated date & time mentioned in the RFP.

14. Patent Rights

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

15. Payment Terms

The terms of payment will be as follows:

- 15.1 No advance payment will be released against purchase order.
- 15.2 Regional Office/Administrative Offices will be single point of contact.
- 15.3 Payment shall be made by the Bank at contracted rates on completion of each event within 30 days from the date of receipt of invoice subject to signing the agreement.
- 15.4 Where the Services not delivered within 3 days from the date of request from Bank for event, a penalty at the rate of ₹1000/-per day will be levied.
- 15.5 Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

16. Liquidated Damages (LD)

- 16.1. If the readiness of the solution is not confirmed within 28 days from the date of acceptance of Letter of Intent (LOI)/purchase order from the Bank, a penalty at the rate of ₹200/- per day will be levied maximum up to ₹10,000.00 and after that bank may cancel the contract.
- 16.2. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.
- 16.3. Liquidated Damages is not applicable for the reasons attributable to the Bank and Force Majeure.

17. Contract Period

The successful bidder shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. The rate contract period for this project is 2 years. However, the contract period may be extended for additional one year at the same terms and conditions 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.

18. Service Level Agreement

- 18.1 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 RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- 18.2 The contract period will be for a period of two years.
- 18.3 Where the service not delivered within 3 days from the date of request from Bank for event, a penalty at the rate of ₹1000/-per day will be levied.
- 18.4 Bank may recover such amount of penalty from any payment being released to the bidder, Bank reserves the right to invoke the performance Bank guarantee submitted by the bidder.
- 18.5 The supplier has to ensure support (without any extra cost) for resolving all issues.
- 18.6 Bidder should resolve the problem reported by any means within four hours of report.
- 18.7 If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 18.8 If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

19. Adherence of Cyber Security Policy

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

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

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

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

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

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

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

20. 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.

21. 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:

- 21.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- 21.2. 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;
- 21.3. 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
- 21.4. To treat all Information as Confidential Information.
- 21.5. The Selected Bidder shall be required to sign a Non Disclosure Agreement with Bank as per prescribed format provided in Annexure J within thirty days of issuing the purchase order/letter of intent.

22. Indemnity & Limitation of Liability

- 22.1. Subject to Clause 22.4 below, the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively “Loss”) on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- 22.2. 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.

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

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

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

22.3.3. 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;

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

22.3.3.2. Replace it with a non-infringing equivalent

22.3.3.3. Modify it to make it non-infringing.

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

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

22.4.1. 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;

22.4.2. 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;

22.4.3. 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;

- 22.4.4. 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;
- 22.4.5. 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;
- 22.4.6. 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;
- 22.4.7. 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;
- 22.4.8. 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
- 22.4.9. if a Party makes a claim under the indemnity set out under Clause 22.1 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 21 (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 22.1) 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.

23. Intellectual Property Rights

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

- 23.1 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.
- 23.2 If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- 23.3 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

24. Non-Transferable Offer

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

25. Normalization of Bids

If required, Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the commercial

bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners:

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

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

26. 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.

27. 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 cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out 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.

28. Force Majeure

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

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

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

29. Exit Clause

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

- 29.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
- 29.2 Delay in delivery beyond the specified period
- 29.3 Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
- 29.4 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 three month during the contract period.

30. Termination of Contract

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

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

- 30.1. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 30.2. The Successful bidder goes into liquidation voluntarily or otherwise
- 30.3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 30.4. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the

selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

- 30.5. Non-satisfactory performance of the selected bidder during implementation and operation.
- 30.6. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- 30.7. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 30.8. Material discrepancies in the Deliverables and Services noted in the implementation/maintenance of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- 30.9. Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.
- 30.10. Selected bidder is found to be indulging in frauds.
- 30.11. The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- 30.12. In the event of sub contract or assignment contrary to the terms of agreement.

31. RFP Ownership

The RFP 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 when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

32. 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.

33. Tender/RFP Cancellation

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

34. 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.

35. 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.

36. Jurisdiction

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

37. Submission of Bids

The bidders have to submit all documents as per requirement of RFP in a sealed envelope 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.

38. Deadline for Submission of Bids

Bid must be received by the Bank at the address specified in Bid Document not later than the specified date and time. In event of the specified date for submission of

bids being declared a holiday for the Bank, the bids will be received up to appointed time on next working day.

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

39. Annexure A - Letter of Acceptance

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

To,

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

Dear Sir,

Sub: RFP for Selection of Service Provider for e-Procurement & e-Auction Services.

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

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

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

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

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

We understand that

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

- f. We enclose Demand Draft for ₹500/- (Rupees Five Hundred 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 _____ 2021

Or mention Exemption of Fees Details below:

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

Yours faithfully,

Date:

For _____

Signature _____

Name _____

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

40. Annexure B - Bidder's Profile Format

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai(if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover (₹ In Crores)	Operating Profit (₹ In Crores)
	2019-20		
	2018-19		
	2017-18		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

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

Dated this..... Day of 2021

(Signature)

(In the capacity of)

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

41. Annexure C - Eligibility Criteria

Sl. No.	Pre Qualification Criteria	Compliance (Yes/No)	Detail Of Proof Attached
1	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a PSU/Government organization and should be in existence for last 3 years from the date of submission of RFP.		Certificate of incorporation/Registration is to be submitted.
2	Bidder should have minimum annual turnover of ₹50 lac during the previous three financial years (2017-18, 2018-2019 & 2019-20). This must be the individual company turnover and not that of any group of companies.		Copies of the audited balance sheet/P&L Statement of the company showing the same is to be submitted.
3	The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in previous three financial years, (2017-18, 2018-19 & 2019-20).		Copies of the audited balance sheet / Profit & Loss statement of the firm is to be submitted.
4	The bidder should provide satisfactory performance certificates from minimum One Government Organizations/PSUs/PSBs currently utilizing the e-Auction and e-Procurement platform.		Performance certificate should be submitted.
5	The bidder should have ISO:9001 and ISO:27001 certificate for conducting e-Auction & e-procurement activities.		Valid Copy of Certificate should be attached showing the validity period.
6	The e-procurement & e-Auction solution proposed by the bidder and related system should conform to the requirements of the IT act 2000, amended IT act 2008.		Recent Copy of Certificate should be attached showing the validity period.
7	The e-procurement & e-Auction solution proposed by the bidder and related system should conform to the requirements of CVC		Bidder should give declaration to this effect & recent copy

	guidelines, Central Govt. Guidelines, STQC Certified.		of STQC certification should be attached with technical bid showing the validity period
8	The Bidder should have minimum experience of 3 years in the area of e-Tendering (e-Procurement, Reverse auction & Forward Auction) for Government/PSU/PSBs in India and Should have conducted at least 50 e-procurement and 50 reverse/forward auction events in last three financial years (i.e. 2018-19, 2019-20 & 2020-21)		Documentary proof should be attached with the Technical bid.
9	The bidder should not have been black listed by any of Government Authority or Public Sector Undertaking (PSUs). In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization 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 I to be submitted by the bidder.
10	Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred by the Bank from participating in future tenders, will not be eligible for this tender. Bidder to submit an undertaking in this regard.		Self-undertaking should be submitted.

Place:

Date:

Authorized Signatory: _

Name & Designation: _

Business Address & email id: _____

42. Annexure D - Technical Specification

A. Functional Requirement of Solution

SI NO.	PRODUCT FEATURE	DESCRIPTION	COMPLIANCE YES/NO
1.	Auction formats	Auction Reverse/Multi Currency including Rank bidding, Formats Anonymous & Alias bidding, Multi Line bidding, Multiple Lot bidding, Package Auction and/ or any other formats.	
2.	Parameters	Defining and Setting of <ul style="list-style-type: none"> Opening Price, Historic Price, Reserve Price, Landed & Base Price, Bid factor Start and End Time. Automatic and Manual Extensions and Closing rules. Data validation rules, Auction Rules like lowest/highest bid wins or highest/lowest quality wins etc. Uploading file attachments. Placing of exit Bids etc. 	
3.	Messaging	Broadcast message to Suppliers during the auction for information and clarifications.	
4.	Scalability	The solution should be scalable to meet the requirements of the Bank for the next 2 years from the date of placing the Purchase Order.	
5.	User Interface	<ul style="list-style-type: none"> GUI based Wizard Driven Configuration Customized Look & Feel, Graphical Representation, Online/Onscreen help features, Auto scaling graph etc. On the Bidding screen, Remaining Time of the event should be displayed synchronized with the server time in decremental manner. 	
6.	Mandatory features	<ul style="list-style-type: none"> Admin should be able to monitor user connectivity. Portal must be available on 24x7 basis. Online Maintenance support must be available 24x7 basis. 	
7.	Reports	<ul style="list-style-type: none"> The software should be capable of generating detailed reports in Excel/ HTML and PDF, CSV, DOC, ODF other format specified by the Bank. The software should be capable of providing event-wise bid histories & Supplier wise, Product wise, date wise reports. Actual savings report, category wise reports, transaction based reports, 	

		<p>aggregated reports per category cross suppliers.</p> <ul style="list-style-type: none"> System should have the provision to generate L1, L2, L3 chart dynamically. Visibility to reports is granted through the use of report privileges like Admin reports, Originator Reports and Bidder Reports. These privileges will be granted by the organization administrator Audit Trails-Logs to be available for all user transactions & administrative actions. 	
8	Third Party Audit	<ul style="list-style-type: none"> The implemented solution may be audited by competent third party assigned by bank at least once a year or as per the Bank's requirement. 	

9. Security Considerations

1.	Whether the application is secure from making any temporary distortion in the electronic, posting of tender notice, just to mislead certain vendors?	
2.	If yes at above, then whether any automatic systems alert is provided in the form of daily exception report in the application in this regard?	
3.	Whether application ensures that the tender documents issued to/downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum?	
4.	Is there any check available in the application to detect and alert about the missing pages to the tenderer, if any?	
5.	Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased/downloaded the bid documents well ahead of the due date and before uploading the corrigendum?	
6.	Whether system is safe from sending discriminatory communication to different bidders about the same e-tendering process?	
7.	Whether e-procurement solution has also been customized to process all type of tenders viz Limited/Open/Global Tenders?	
8.	Whether online Public Tender opening events feature are available in the application?	
9.	Whether facilities for evaluation/loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?	
10.	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?	
11.	Whether application is safe from submission of fake bids?	
12.	Whether encryptions of bids are done at clients end?	

13.	Whether safety against tampering and stealing information of submitted bid, during storage before its opening is ensured?	
14.	Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with public key of tender opening officer?	
15.	Whether application is safe from mutilation/sabotage or otherwise rendering the encrypted bid in the-tender box during storage to make it unreadable/invalid in any form, before opening of the bids?	
16.	Whether introduction of special characters/executable files etc. by users are restricted in the application.	
17.	Whether validity check of DSC is being done at server end?	
18.	Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?	
19.	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc?	
20.	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?	
21.	Whether log shipping feature is available, where a separate dedicated server receives the logs from the application over a web in real time?	
22.	Whether integrity and non-tampering is ensured in maintaining the server clock synchronization and time stamping?	
23.	Whether application generates any exception report/system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated?	
24.	Whether application ensures that the quotes from various bidders with their name are not being displayed to anyone including to the organization during carrying out of the e-Auctioning process?	
25.	Whether application is fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.	
26.	Whether any comprehensive third party audit [as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT Act 2000 and its amendments)] was conducted before first putting it to public use?	
27.	Whether application complies with the CVC guidelines Circular dated 17.09.2009 security considerations for e-procurement Systems.	

B. Policy for Transmission of Messages Over Networks other than Bank's WAN

The following aspects should be incorporated in the software for messages not being routed through the Bank's own network:

Sl. No.	Requirement of the Bank	COMPLIANCE YES/NO
i)	Security guidelines	
1.	Bidder's site should be a secured site certified by a reputed IS audit firm specialized in IT security or a Govt. agency Cert-in or by an internationally recognized agency.	
2.	The system should be resistant to spoofing, tampering of data, repudiation, and information disclosure, denial of service and elevation of privilege.	
3.	Union Bank of India will be the sole owner of all the data/information asset which cannot be shared to any other party without prior written permission of the bank.	
4.	Secure transmission between server and client. All data should be encrypted when sent over networks other than the Bank's own network.	
5.	The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys. Specially, encryption methodology like TLS must be deployed while communicating with the payment gateway or TLS 2 over public network.	
6.	There should be provision for dynamically changing the keys used for encryption. If static keys are used they should be changeable periodically.	
7.	Asymmetric keys should have minimum length of 1024 bit.	
8.	Encryption algorithms like 3DES, AES, RC4 and blowfish use with of 128 bit keys (1024 bits for RSA) at a minimum.	
9.	The entire process has to be PKI enabled and digitally signed & encrypted.	
ii)	<u>Application security</u>	
1.	All users should be authenticated before access is provided.	
2.	Application should enforce minimum password length of 8 characters.	
3.	Password expiry should be set.	
4.	Password history should be maintained. The last 5 passwords should not be usable.	
5.	Account lockout feature should be configured.	
6.	Web based applications should comply with security standards including OWASP.	
7.	Role based access is mandatory.	
8.	Time based access is mandatory.	
9.	IP based access (optional)	
10.	Biometric access (optional)	
11.	Time stamping of all events.	
12.	The authentication mechanism of the e-procurement application should ensure that the credentials are submitted on the pages that are server under SSL.	

13.	The application should enforce access control model to ensure that the parameter available to the user cannot be used for launching any attack.	
14.	The session tokens should be adequately protected from guessing during an authenticated session.	
15.	The application should ensure that it does not present user error messages to the outside world which can be used for attacking the application.	
16.	The application may accept input at multiple points from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set. All user-supplied fields should be validated at the server side.	
17.	Logging should be enabled across all applications in the environment.log file data is important for incident and trend analysis as well as for auditing purposes.	
18.	The application should log failed and successful authentication attempts, changes to application data including user accounts, serve application errors, and failed and successful access to resources.	
19.	When writing log data, the application should avoid writing sensitive data to log files.	
iii)	<u>Operating System Security</u>	
1.	Default accounts should be disabled.	
2.	All users should have a unique user-id. There should be no sharing of user accounts.	
3.	Operating System should enforce minimum password length of 8 characters.	
4.	Password expiry should be set.	
5.	Password history should be maintained. The last 5 passwords should not be usable.	
6.	Account lockout feature should be enabled.	
7.	The Operating System should force a new user to change the password at first logon.	
8.	Operating system should enforce password complexity with the following characteristics: a. Password should not contain any portion of user-id. b. Password should have a combination of upper-case and lower-case alphabets, numerals and special characters.	
iv)	<u>Database Security</u>	
1.	All users should be authenticated before providing access.	
2.	There should not be any account with default password or with no password.	
3.	All users should have a unique user-id. There should be no sharing of accounts.	
4.	User accounts should be created in the database for application access database backup and database optimization. All accounts should be	

	provided access only to the database tables used by the specific application.	
5.	The default user profile should be modified to enforce account policy settings.	
6.	The database should enforce minimum password length of 8 characters.	
7.	Password history should be maintained.	
8.	Account lockout feature should be enabled.	
9.	Password expiry should be set.	
10.	Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking/commit features.	
11.	Referential integrity should be maintained in the database design and should include cascading update and cascading delete.	
12.	Logging should be enabled for security related events	
13.	Sensitive data should be encrypted or hashed in the database and file system. The application should differentiate between data that is sensitive to disclosure and must be encrypted, data that is sensitive only to tampering and for which a keyed hash value (HMAC) must be generated, and data that can be irreversibly transformed (hashed) without loss of functionality (such as passwords). The application should store keys used for decryption separately for the encrypted data.	
14.	Sensitive data should be encrypted prior to transmission to other components. It should be verified that intermediate components that handle the data in clear-text form, prior to transmission or subsequent to receipt, do not present an undue threat to the data. The application should take advantage of authentication features available within the transport security mechanism. Specially, encryption methodology like SSL must be deployed while communicating the payment gateway over public network.	
v)	<u>Hardware Requirements at Data Centre</u>	
1.	Entire Hardware required at Data Centre and, for implementing the e-procurement, shall be procured, deployed and maintained by the Bidder.	
2.	The proposed configuration of Hardware shall cover CPU, main memory required, storage requirement, auto-backup, dual systems for fault free operations, devices, etc. which takes into consideration the present and future volume estimates, current technology, and path for upgrade/growth. Dual system redundancies should be built in the proposed hardware to ensure the desired performance needs considering the load on the system in terms of transaction volumes, estimated number of users, etc.	
3.	Deploy all Hardware and Software to handle the present and future estimates of volume of data and transactions for at least 2 years and on extended tenure, if any	
4.	Deployment of routers, Firewall, IPS/IDS, Remote Access and network segmentation for perimeter defense.	
5.	Network authentication through deployment of password policy for	

	accessing the network resources to minimize unauthorized access to the e-procurement system at system level.	
6.	Deployment of logging at OS/network level and monitoring the same.	
7.	The security of individual servers, workstations and network hosts, especially when remote access is allowed should be in place to resist common attacks.	
8.	Servers, Workstations and network hosts should be updated with latest patches, latest security updates whenever released.	
9.	Suitable control like anti-virus, anti spyware etc. should be deployed on the hosts associated with e-procurement system. Otherwise suitable operating system which is immune to virus, Trojan and malware should have been deployed.	
10.	The load balancing of the web application should be implemented depending on the number of expected hits and access the options for clustering of servers.	
11.	Suitable management procedure should be deployed for regular back-up of application and data. The regularity of data backup should be in commensurate with the nature of transaction/business translated into the e-procurement system.	
12.	Suitable management procedure should be deployed for regular back-up of application and data. The regularity of data backup should be in commensurate with the nature of transaction/business translated into the e-procurement system.	
vi)	<u>Access Control</u>	
1.	Application should enforce an authorization mechanism that provides access to sensitive data and functionality only to suitably permitted users.	
2.	The role-based access controls should be enforced at the database level as well as at the application interface.	
3.	Authorization checks should be followed post successful authentication and all attempts to obtain access without proper authorization should be logged.	
4.	There should be regular testing of key applications that process sensitive data and of the interfaces available to users through internet that includes “black box” informed testing against the application to determine if users can gain access to data from other accounts.	
5.	Public Key Infrastructure (PKI) should have been implemented which are required in order to establish non-repudiation and to ensure the security of the online system.	
6.	It should be ensured that participating contractors and suppliers, as well as the department users, will be using Digital Signature Certificate (DSC) by a licensed Certification Authority.	

Place:

Date:

Authorized Signatory: _

Name & Designation: _

Business Address & email id:

43. Annexure E - Compliance to RFP Terms & Conditions

Sl. No.	Clause Details	Bidder's Compliance (Yes/No)
1.	Introduction	
2.	Objectives of The RFP	
3.	Invitation of Tender Bids	
4.	Eligibility Criteria	
5.	Broad Scope Of Work	
6.	Cost of Bidding	
7.	Validity Period	
8.	Language of Bid	
9.	Instructions For Bid Submission	
10.	Taxes and Duties	
11.	Rejection Of Bid	
12.	Modification And Withdrawals Of Bid	
13.	RFP Response	
14.	Patent Rights	
15.	Payment Terms	
16.	Contract Period	
17.	Liquidated Damages (LD)	
18.	Service Level Agreement	
19.	Adherence of Cyber Security Policy	
20.	Authorized Signatory	
21.	Confidentiality	
22.	Indemnity and Limitation of Liability	
23.	Intellectual Property Rights	
24.	Non-Transferable Offer	
25.	Normalization of Bids	
26.	Responsibility for Completeness	
27.	Audit	
28.	Force Majeure	
29.	Exit Clause	
30.	Termination of Contract	
31.	RFP Ownership	
32.	Proposal Ownership	
33.	Tender / RFP Cancellation	
34.	Publicity	
35.	Arbitration	
36.	Jurisdiction	
37.	Submission of Bids	

Sl. No.	Clause Details	Bidder's Compliance (Yes/No)
38.	Deadline for Submission of Bids	

Place:

Date:

Authorized Signatory: _

Name & Designation: _

Business Address & email id:

44. Annexure F - Un-Priced Commercial Bid

Sl. No.	Items/ Events	Price event excluding taxes (`)	No. of events	Total Cost excluding taxes (`)	Compliance (Yes/No)
1.	e-Procurement	XXX	100	XX	
2.	Reverse Auction / Forward Auction	XXX	100	XX	
Total Cost of Ownership (TCO)				XX	
Total Cost of Ownership (TCO) in words				XX	

Notes:

1. TCO must be quoted in WORDS AND FIGURES.
2. The Total cost is exclusive of all taxes i.e. GST (CGST/SGST/IGST), which will be payable at actual.
3. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward /downward revision in GST will be borne by Bank.
4. The rates will be valid for two years from the date of acceptance of purchase order.
5. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
6. Cost of on-going software maintenance / updates / patches / bug fixes / enhancements shall be borne by Bidder.
7. No. of events mentioned is only for deriving TCO and it may increase or decrease as per actual requirement of Bank.
8. Bank will not evaluate and consider any terms and conditions mentioned in the commercial Bid. Bank reserve the right to disqualify the Bidder if any deviation is mentioned in the commercial Bid.
9. All prices are mandatory to be quoted else Bid is liable to be rejected.
10. Any discrepancy in TCO amount, the figure in words will be treated as final.
11. Bank will not pay any labor charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO.

Authorized Signatory:

Place:

Name & Designation & mail id :

Date:

Business Address:

45. Annexure G - Commercial Bid

Sl. No.	Items/ Events	Price event excluding taxes (`)	No. of events	Total Cost excluding taxes (`)
1.	e-Procurement	XXX	100	XX
2.	Reverse Auction / Forward Auction	XXX	100	XX
Total Cost of Ownership (TCO)				XX
Total Cost of Ownership (TCO) in words				XX

Notes:

1. TCO must be quoted in WORDS AND FIGURES.
2. The Total cost is exclusive of all taxes i.e. GST (CGST/SGST/IGST), which will be payable at actual.
3. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward /downward revision in GST will be borne by Bank.
4. The rates will be valid for two years from the date of purchase order.
5. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
6. Cost of on-going software maintenance / updates / patches / bug fixes / enhancements shall be borne by Bidder.
7. No. of events mentioned is only for deriving TCO and it may increase or decrease as per actual requirement of Bank.
8. Bank will not evaluate and consider any terms and conditions mentioned in the commercial Bid. Bank reserve the right to disqualify the Bidder if any deviation is mentioned in the commercial Bid.
9. All prices are mandatory to be quoted else Bid is liable to be rejected.
10. Any discrepancy in TCO amount, the figure in words will be treated as final.
11. Bank will not pay any labor charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO.

Authorized Signatory:

Place:

Name & Designation & mail id :

Date:

Business Address:

All Terms and Conditions including scope of work except technical specifications

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47. Annexure I - Undertaking By Bidder

Place:

Date:

To:

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

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

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

48. Annexure J - Confidentiality / Non Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2021, 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.

W H E R E A S:-

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

NOW THIS AGREEMENT WITNESS:

1. Interpretation

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

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

2. Confidentiality:

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

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other

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

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

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

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

3. Return or destruction:

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

4. Permitted disclosure:

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

5. Ownership of Information:

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

6. No Representation:

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

7. Remedies and Relief:

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

8. No Assignment

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

9. Severability

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

10. Delay or Waiver

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

11. Notices

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

12. Term

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

13. Governing Law

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

14. Indemnity

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

15. Modification

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

16. Headings

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

17. Counterparts

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ 2021

Signed and delivered by

M/s _____

Signed by:

Name

Title

in the presence of

.....

Signed and delivered by

Union Bank of India

Signed by:

Name

Title


in the presence of

.....

(In Letter head of Chartered Accountant)

TO WHOMSOEVER IT MAY CONCERN

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



VID No.

50. 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 in this Microsoft Excel format by e-mail):

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

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

Place:

Date:

Signature:

Name & Designation:

Business Address:

51. Annexure M - Bid Security Declaration

To

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

Dear Sir,

Subject: Request for Proposal (RFP) for Selection of Service Provider for e-Procurement & e-Auction Services.

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

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

Yours faithfully,

Date:

For _____

Signature _____

Name _____

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

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

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

Dear Sir,

In consideration of Union Bank of India, 5th floor, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Andheri (East), Mumbai-400072, placing an order for Implementation of _____ & on _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (hereinafter called the said contract), we _____ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the) for Selection of Service Provider for e-Procurement & e-Auction Services as per the said contract entered into by the vendor with you.

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

We _____ (Name of the Guarantor Bank), further agree that this guarantee shall

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

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

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

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

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

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.
Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed 3% of 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 _____ 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)

The reference sites submitted must be necessarily of those PSU/PSB where the proposed vendor has been awarded the contract prior to Issuance of this RFP. For those references where the offered service is accepted, the acceptance should be valid as on the last date for submission of bids at Union Bank of India.

Please provide reference details in the format defined below:

Particulars	Response
Name of the Institution	
Country of Operation	
Address of the Organization	
Date of commencement of implementation	
Date of Go-live/Commencement of project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users	
Name of the contact person for reference	
Contact details of contact person	
Modules used at Branches/Offices	
Project Details <ul style="list-style-type: none"> a. Operating System b. Middleware c. Security features d. Maintenance & support 	

(Enclose necessary documentary proof)

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

Dated this..... Day of 2021

(Signature)

(In the capacity of)

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

54. Annexure P - Know Your Employee (KYE) Clause

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

1. We _____ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____
(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for _____ (Name of the RFP)."

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

55. Annexure Q - Restriction on Procurement due to National Security

Date:

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

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

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