



**Request for Proposal (RFP) for Empanelment of Vendors for
availing software development resources**

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

Disclaimer

The information contained in this RFP document 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 bid. 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 bid.

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GENERAL INSTRUCTIONS TO BIDDERS

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

Procedure for submission of E-tender by bidder:

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

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

E-tendering Helpline no: 079-61200566/567/579/580/569/566/591 Email ID: support@auctiontiger.net

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

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

Abbreviations

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

S.No	Abbreviations	Description
1.	Bank/ Purchaser/ Union Bank	Reference to the “the Bank”, “Bank” and “Purchaser” Shall be determined in context and may mean without limitation “Union Bank of India and it’s Foreign Offices, Foreign Subsidiaries and Domestic Subsidiaries”.
2.	BCP	Business Continuity Process
3.	BFSI	Banking, Financial Services and Insurance
4.	BG	Bank Guarantee
5.	CBS	Core Banking Solution
6.	DIT	Department of Information Technology
7.	DR	Disaster Recovery
8.	NDA	Non-Disclosure Agreement
9.	PBG	Performance Bank Guarantee
10.	PO	Purchase Order
11.	PSB	Public Sector Bank
12.	PSU	Public Sector Undertaking
13.	RFP	The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
14.	SLA	Service Level Agreement
15.	SOP	Standard Operating Procedure
16.	TDS	Tax Deducted at Source
17.	TO	Technical Offer
18.	SEI	Software Engineering Institute
19.	CMM	Capability Maturity Model

Schedule of Events & Bid Details

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

Start Date and Time of issue of RFP/ Document Download	18.09.2023 at 11:00 Hours
Online Prebid Meeting	25.09.2023 at 11:00 Hours
Last date and time for submission of query	26.09.2023 by 17:00 Hours
Last date and time of Downloading of RFP	10.10.2023 by 15:00 Hours
Last date and time for submission Of Bidding Document	10.10.2023 by 16:00 Hours
Date and Time of Technical Bid Opening	10.10.2023 by 16:15 Hours
Bank's Address for Communication/Submission of Originals	Union Bank of India, Department of Information Technology (Ground Floor), Technology Centre, 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai.
Address & Contact Numbers	As above Tel: (022) 25710528/527
Cost of RFP (Non-Refundable)	Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.2,500/- in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai for purchasing hardcopy from DIT.
Security Deposit/Earnest Money Deposit (EMD)	Rs. 60,00,000/- (Rupees Sixty Lac Only) in the form of Bank Guarantee (BG)/e-BG of any scheduled commercial Bank other than Union Bank of India. EMD should be valid for 6 months from the last date of bid submission with a claim period of 45 days. Physical Original copy should be submitted on or before last date & time of bid submission at the address mentioned above.
Integrity Pact Submission	Physical/Original copy of Pre-Contract Integrity Pact signed by authorized signatory should be submitted on or before last date & time of bid submission at the address mentioned above.
Contact details	Interested Bidders are requested to send the email to: bhukya.sripriya@unionbankofindia.bank , kamal.kothwala@unionbankofindia.bank , p.ratnaprasad@unionbankofindia.bank containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.

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

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Union Bank of India

1. Introduction

Union Bank of India, a Public Sector Bank has its Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, having Department of Information Technology at 1/1A, Adi Shankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072. The Bank has 8600+ branches, 18 zonal offices and 125 regional offices spread across the country.

2. Integrity Pact (IP)

Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as [Annexure M](#) for strict compliance.

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

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

3. Objectives of the RFP

Union Bank of India (hereinafter called as “UBI” or “Bank”) invites proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) for Empanelment of Vendors for availing software development resources. Bank may further engage up to 60 additional resources under rate contract from the successful H1 bidder.

4. Definitions

- 4.1. ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Union Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 4.2. ‘RFP’ means this Request for Proposal prepared by Union Bank of India for Empanelment of Vendors for availing Software development resources.

- 4.3. 'Bidder' means a vendor submitting the proposal in response to this RFP.
- 4.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 4.5. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.

5. Invitation of Tender Bids

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

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 bid.

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 communication address given under RFP details on page 5 or can be downloaded from Bank's Website www.unionbankofindia.co.in or from government portal eprocure.gov.in or from Bank's e-Procurement Portal <https://ubi.abcprocure.com>.

6. Eligibility Criteria

Only those Bidders fulfilling the eligibility criteria should respond to the bid. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in [Annexure C](#). The bidder would need to provide supporting documents as part of the eligibility proof. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. 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 eligibility criteria are liable to be rejected.

7. General Scope of Work:

The broad scope of project envisages on onsite IT Professional services, Software modernization and offshore development. It includes study, design, development, integration, testing and implementation of the software and other components required. Selected Bidder must provide Software Development services by deploying resources onsite specifically to meet Bank's requirements. The selected Bidder should provide the following services at our Mumbai/Hyderabad/Bangalore office for a contract period of 3 years.

- a. Forty (40) Onsite IT Professional services for defined skill sets as mentioned below on man month basis to be provided onsite.

S. No	Skill Set	Number of Resources	Minimum Work experience
1	Finacle Scripting	12	5 Years
2	API develop/Integration - java	7	3 Years
3	.Net Core full stack	5	3 Years
4	Java full stack	6	3 Years
5	Microservices Developer	4	3 Years
6	SAP API Integration Engineer	2	3 Years
7	UI/UX Developer	1	5 Years
8	Business Analyst	2	5 Years
9	Project Manager	1	12 Years
	Total Resources	40	

Note: Vendor will be selected through T1+L1 process to provide above set of onsite resources with a minimum commitment period of 27 months during the contract period of three Years. Bank may further engage up to 60 additional resources under rate contract from the successful H1 bidder.

Bank will decide the timeline for activities / development based on the past experience and/or consultation with Project Manager. In case it is not completed within the defined timeline, penalties will be deducted as per SLA.

Bank may procure additional resources up to 60 based on the requirement from time to time on the same terms and conditions. Bank reserves the right to surrender the resources taken if found excess by giving a notice period of 1 month.

The commercials quoted will be applicable for the additional resources and will valid for the entire contract period.

Certification & qualification: B. Sc. (IT/ Computer Science)/BCA (Bachelor of Computer Applications)/M.Sc. (IS/IT/Computer Science)/MCA/BE (IT/ Comp. Science)/BTech (IT/ Comp. Science)/MTech (IT/ Comp. Science) with minimum 1 certification in respective skill set. Project Manager should have PMP or equivalent certificate.

Apart from above, top 3 vendors will be empaneled based on evaluation process. The Bank will empanel vendors through this process to carry out following Bank's software Development/ Customization activities.

- b. Onsite Software modernization service of existing applications - on, per resource basis during the contract period.
- c. Offshore Software development service as per defined scope during the contract period.

Based on the requirement, Bank may float limited tender amongst 3 empaneled bidders to provide software development (as mentioned at point number b & c) from time to time during the contract period. Technical Score and per resource cost will carry forward during the contract period. Scope of work will be shared with empaneled vendors along with timeline for completing the project and empaneled bidders have to quote resource days/months required to develop the software for completing particular scope of work. The Technical and Commercial scores obtained during the empanelment process along with resource days/Months quoted will be considered for deriving H1 in the subsequent processes. Successful Bidder has to complete the development within the defined timeline using resources parallelly. In case non completion of project within specified timeline, Penalty will be deducted as per SLA.

Bank is implementing CMMI level 3 framework and all the documentation carried out for all the work as part of the contract should be in accordance with the CMMI level 3 frame work.

Bank has already implemented Kubernetes platform and the onsite/offsite development should be micro service-based applications/portal/apps.

7.1 Onsite IT Professional Services:

7.1.1 Bidder has to provide Source code of application, Source Code of DLLs, images, library files, object code / executable code etc. required to customize the application as per requirements, unit test cases, unit test code, and compilation procedures (build/make file, build scripts etc.), Source code quality report, Test Scripts for CIT / SIT / UAT of the developed application / customizations and subsequent upgrades, if any. This is applicable for applications developed onsite/office.

7.1.2 The source code to be committed to version controlling tool provided by the Bank on regular basis.

- 7.1.3 Bidder has to provide all necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture / design, Test Cases documentation for CIT / SIT / UAT, Deployment guide on infrastructure servers, and Release notes) to the bank with every source code delivery for any change.
- 7.1.4 The bank will have complete rights on the intellectual property generated out of the development done as part of the contract.
- 7.1.5 The bidder must rectify the gaps identified during the audit by internal/external agencies or by any of the regulators of software developed/ customized at no additional cost to the bank.
- 7.1.6 The application development / customization work carried by the successful empaneled bidder will be subject to unit testing, system integration testing & user acceptance testing and security audit (SAST/DAST/Source Code Review etc.) as applicable. However, bank will not pay any additional fee / charges for the rectification of errors detected during the testing / audit process.
- 7.1.7 Major Software/Language used by bank presently includes java, core java, advance java, Spring MVC, spring boot, dot net, dot netcore, oracle, sql server, appzillion, CSS3, HTML5, Javascript, Objective C, C#, WPF, XAML, SOAP, UDDI, WAP, HTML, DHTML, Angular, JQuery. API Platform presently used in bank is Kiya.ai. JSP and Finacle native language is used for Finacle scripting. 'Kony' platform for Mobile application development with Flutter and Dart, Ionic backend as Oracle, MS SQL, My SQL, DB2, Mongo DB, etc.
- 7.1.8 The resources should develop Micro service-based application which can be deployed in containers on Kubernetes platform.
- 7.1.9 Bidder needs to deploy its own payroll resources and no subcontracting is allowed. However, Bidder can deploy subcontracted resources for Finacle scripting, if need be.

7.2 Software Modernization/Offshore Development

In order to move further in Bank's digital transformation journey with prime focus on harnessing the true power of cloud such as container services, micro service architecture, implementing Bank's cloud strategy, delivering services in more innovative and more competitive manner bank may quote a limited tender in order to modernize the existing application among the successfully empaneled vendors for modernization of existing applications.

Based on the requirement, Bank may float limited tender amongst 3 empaneled bidders to provide software development from time to time during the contract period of 36 months. Technical Score and Man month cost will carry forward during the contract period. Scope of work will be shared with empaneled vendors along with time line for completing the project and empaneled bidders have to quote man days/months required to develop the software for completing particular scope of work. The Technical and Commercial scores obtained during the empanelment process along with man days/Months will be considered for deriving H1 in the subsequent processes. Successful Bidder has to complete the development within the defined timeline using resources parallelly. In case non completion of project within specified timeline, Penalty will be deducted as per SLA.

The scope of work under software modernization includes:

- 7.2.1 Bidder has to ensure that the software development will be carried out as per standard software development process and taking into consideration the best secure coding practices followed worldwide.
- 7.2.2 Existing applications are needed to be modernized to best industry standards. In these cases, development will be primarily done onsite as knowledge of existing applications is available with bank officials.
- 7.2.3 Bank may at any time, by a written order given to the successful bidder, make changes within the general scope of the project in any one or more of the following:
 - a) Designs (Application/DB Implementation), Specifications, requirements which software or service to be provided under the project are to be specifically developed and rendered for Bank.
 - b) Schedule for deployment Acceptance
- 7.2.4 Utilize provided information and appropriate frameworks to develop assessment materials to understand Bank's needs and drive technical activities on completion.
- 7.2.5 Conduct legacy asset analysis, code restructuring and refactoring, code conversion. Platform business logic extraction and build executable business rules.
- 7.2.6 Drive adoption of flexible and extensible web UI solutions using Design thinking to arrive at effective user experiences.
- 7.2.7 Develop medium to high complexity benefit realization models utilizing the Modernization Workshop and Assessment methodology.
- 7.2.8 In such cases, Bank may conduct code reviewal, IS Audit and VA/PT of developed software, it is the responsibility of bidder to close all the observations before go live. Go -Live signoff will be given only after closure of all the observation and after go live of application.
- 7.2.9 Periodically Bank conducts VA & PT of the applications. Observations raised as part of the VA&PT are to be fixed on priority.

- 7.2.10 Bidder has to also provide certificate stating that software developed is bug/malware/unauthorized libraries/RAT kits free with proper version control.
- 7.3 Bidder has to provide Source code of application, Source Code of DLLs, images, library files, object code / executable code etc. required to customize the application as per requirements, unit test cases, unit test code, and compilation procedures (build/make file, build scripts etc.), Source code quality report, Test Scripts for CIT / SIT / UAT of the developed application / customizations and subsequent upgrades, if any. The source code to be committed to version controlling tool provided by the Bank on regular basis.
- 7.4 Bank will have complete rights on the intellectual property if generated any as part of the contract.
- 7.5 Bidder has to provide all necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture / design, Test Cases documentation for CIT / SIT / UAT, Deployment guide on infrastructure servers, and Release notes) to the bank with every source code delivery for any change.
- 7.6 Bidder to deploy/copy the source code in Bank's PC, compile and deploys the code in the servers as per the Banks requirement.
- 7.7 When a change request is initiated by the bank after Go live of the project for customization, below mentioned steps will be followed:
- a) **Identification and documentation of the need for the change** -The information related to initiator, initiation date and details of change required and priority of the change will be documented by Bank.
 - b) **Analysis and evaluation of the Change Request** - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the successful bidder.
 - c) **Approval or disapproval of the change request** - Bank will approve or disapprove the change requested including the additional payments for software development including database design & management with secure coding practices as per the industry best practices, quoted man-month rate in the project shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be considered for total man-month estimation to carry out the software development resulting from the change request.
 - d) **Implementation of the change** - The change will be implemented in accordance to the agreed cost, effort, and schedule by the successful bidder.

- e) **Verification of the change** - The changes will be verified by the concerned department of the Bank on implementation of the change request.
- f) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost / time of the project shall be undertaken by the bidder only after securing the express consent of the Bank. In the event that the consent of Bank is not received then the change will not be carried out. While approving any change request, if required, Bank may ask the bidder to deploy the required resources on-site.

8. Profile of resources:

The major role profile of resources as follows.

8.1 Business Analyst

- a. Sound Banking knowledge
- b. Concepts of programming
- c. Requirement Gathering and Analysis
- d. Documentation
- e. Stakeholder Management
- f. Process Improvement
- g. Risk Assessment
- h. Solution Design
- i. Testing and Validation
- j. Change Management
- k. Project Management Support
- l. Feedback Loop

8.2 UI/UX Designer

- a. Create interactive programs that enhance the customer's experience.
- b. Improve the look and feel of product software / mobile App.
- c. Design the aesthetics to be implemented within a website/app or product from the layout menus and drop-down options to colors and fonts.
- d. Build storyboards to conceptualize designs and convey project plans to business unit and management.
- e. Should be able to create Visual Design, Layout Design, Icon and Button Design, Typography, Color Palette, Responsive Design, Collaboration, Persona Creation, User Journeys, Wireframing, Prototyping, Usability Testing, Information Architecture.
- f. Responsive design.
- g. Developers should have experience in HTML5, CSS, Java script, jQuery.

8.3 Integration Engineer

- a. Strategize and build the version for API products.

- b. Identifying which APIs are required based on the needs of business.
- c. Identifying internal and external developers, and customers- which may be customers or internal end-users.
- d. Monitoring the ROI of APIs (i.e., cost to develop APIs and the value they deliver)
- e. Promoting and launching the API for the use in appropriate ecosystems and managing the integration pipeline.
- f. Studying market trends to determine the strategy and roadmap for APIs.
- g. Continuously evolving the API Strategy to meet the emerging developer and consumer needs and to take advantages of the technologies.
- h. Identifying and implementing security standards for APIs and incorporating latest strong algorithm and keys for encryption/decryption and version control.
- i. Development of APIs.

8.4 Dot net Engineer

- a. Minimum 3 Years of work experience in .NET core
- b. Working Knowledge on following technologies
- c. .NET
- d. .Net MVC
- e. .NET Core
- f. Angular 9+
- g. Type script
- h. Oracle Database
- i. MS SQL Database
- j. REST APIs
- k. Knowledge of PL/SQL
- l. GIT tools
- m. Deployment of applications
- n. “Dot Net” Certification from Microsoft
- o. Sound analytical, troubleshooting and programming skills
- p. Create interactive programs that enhance a customer’s experience
- q. Application Development for various Business Demands using latest development techniques/technologies.
- r. Responsible for Coding, Implementation, Maintenance, Debugging etc

8.5 Java Engineer

- a. Minimum 3 Years of work experience in Java/J2EE/Spring Technologies
- b. Working Knowledge on following technologies
- c. Core Java 1.8+
- d. Spring Boot Framework including security
- e. HTML5
- f. JavaScript frameworks
- g. Type script
- h. Angular 9+
- i. GIT tools

- j. Oracle Database
- k. REST APIs
- l. Knowledge of PL/SQL
- m. Java Certification from Oracle
- n. Sound analytical, troubleshooting and programming skills
- o. Create interactive programs that enhance a customer's experience
- p. Application Development for various Business Demands using latest development technologies.
- q. Responsible for Coding, Implementation, Maintenance, Debugging etc

8.6 App Modernizer including Containerization & Micro-services

- a. Design, develop and potentially lead other specialists / developers on digital transformation engagements modernizing existing legacy platform to a modernized (SOA, Containerization, Micro services and / or API-enabled) enterprise architecture.
- b. Utilize Provided information and appropriate frameworks to develop assessment materials to understand Bank's needs and drive technical activities till completion.
- c. Conduct legacy asset analysis, code restructuring and refactoring, code conversion. Platform business logic extraction and build executable business rules.
- d. Drive adoption of flexible and extensible web UI solutions using Design thinking to arrive at effective user experiences.
- e. Should have Oracle PL/SQL programming knowledge.
- f. Develop medium to high complexity benefit realization models utilizing the Modernization Workshop and Assessment methodology.
- g. Harness the true benefits of cloud such as container services, micro service architecture.
- h. Modernizing the existing 2 tier applications to 3 tier architecture (Web, App & DB)
- i. Applications running at web platform with or without responsive are to be changed to mobile platform compatible with light weight control and design.
- j. Knowledge and experience of DevSecOps Tools like Jenkins, Sonarqube, GitLab, OmniDeq, JIRA customization, HP Fortify, Ansible etc.
- k. Understanding of Cloud computing environment including Tanzu Kubernetes Grid.
- l. Experience with Container platforms and Cloud Services as well as monitoring tools such as Prometheus, Grafana
- m. Experience with Service Mesh like Istio
- n. Any Certification on Cloud Computing Platform/ DevSecOps Platform Administration/ Container Platform Administration

8.7 SAP API Integration Engineer

- a. Should understand client requirement, architecture, deployment model and the database architecture.
- b. Development of APIs for integrating SAP system with other applications.
- c. Should be able to do Integration Design, API Development, Data Mapping and Transformation, Testing and Debugging, Documentation, Monitoring and Maintenance, Security and Compliance, Collaboration, Troubleshooting and Support, Performance Optimization
- d. Knowledge on various SAP modules and components.
- e. Familiarity with SAP data structures, tables, and business processes.
- f. Proficiency in working with various API types, including RESTful APIs, SOAP APIs, OData, GraphQL, etc.
- g. Middleware and Integration Platforms.
- h. API Security and Authentication.
- i. Knowledge of common data formats and protocols, such as JSON, XML, HTTP/HTTPS, and FTP.
- j. Ability to handle different message formats for data interchange

8.8 Finacle Scripting

- a. Proficient in Finacle Scripting/ development for Core banking solution.
- b. Proficient in Fine-tuning of Finacle script.
- c. Should have thorough knowledge of AIX/UNIX or Linux OS and vi editor commands.
- d. Should have Oracle PL/SQL programming knowledge, ISO 8583 messaging knowledge.
- e. Experience in Finacle MRT/ Jasper report development.
- f. Knowledge of basic banking along with C/C++, JSP, finacle native language and Java language.
- g. Attend day to day script/mrt /sql /com/packages issues arise out of operations of branches.

8.9 Program / Project Manager

- a. Program manager will be SPOC to bank.
- b. Prepare deliverable, define timelines for each project.
- c. Demonstrated ability to analyze business requirements and derive architecture diagrams and technical design, data analysis, mapping and modeling, use cases, Architecture management frameworks, System architecture & deployment, Enterprise Application Development etc.
- d. It is a responsibility of project manager to execute the complete project in all aspects from requirement gathering to production by guiding team.
- e. Perform project planning and governance.

- f. Introduce best practices and process.
- g. Create and maintain project artifacts, archives and tool sets.
- h. Prepare weekly status reports.
- i. Awareness of various technologies including SOA, BPM, Workflow, DMS, BI, Web Architectures, Web Services, Single Sign-on and development platforms & tools
- j. Prepare project status presentations.
- k. Suggesting industry best practices to bank and conduct review meeting with bank and submit the progress report.
- l. Review/presentation about software development progress with Bank daily/weekly/monthly.

9. Performance of Monitoring and Control of Onsite Resource

Interview: Interview may be conducted at Bank for accepting the resource proposed by successful bidder in Bank premises.

Review: Monthly review will be conducted to assess the work allotted and successfully completed by the resource during the review of the month. Bank reserves the right to reject any resource currently working. In such cases, substitute resource should be provided within a week. If substitute is not provided within a week penalty will be deducted as per SLA.

It is also the responsibility of bidder to provide the following documents during the period of contract.

- I. Feasibility study document / report
- II. Secure code practice proof
- III. SDLC document
- IV. Sanity Testing report
- V. Test cases
- VI. Learning report
- VII. Progressing report on daily coding progress for each project allotted to the developer.

10. Project Plan

H1 Bidder (Successful bidder) must deploy 40 engineers at site within 6 weeks from the date of purchase order. Order will be deemed accepted on 4th day of purchase order date, in case bidder does not convey formal acceptance to Bank. In case of delay in delivery & installation, penalty will be levied as per Liquidated Damages clause. Bank may further engage up to 60 additional resources under rate contract from the successful H1 bidder.

Apart from above, top 3 vendors (H1, H2 & H3) will be empaneled for 3 years to carry out software Offshore Development/ Modernization/Customization activities.

Based on the requirement, Bank may float limited tender amongst 3 empaneled bidders to provide software development from time to time during the contract period. Technical Score and Man month cost will carry forward during the contract period. Scope of work will be shared with empaneled vendors along with time line for completing the project and empaneled bidders have to quote man days/months required to develop the software for completing particular scope of work. The Technical and Commercial scores obtained during the empanelment process along with man days/Months will be considered for deriving H1 in the subsequent processes. Successful Bidder has to complete the development within the defined timeline using resources parallelly. In case non completion of project within specified timeline, Penalty will be deducted as per SLA. At any point of time the allotted projects will not be exceeded than the date of contract validity period fixed by this RFP.

11. Locations to be Covered

The Resources to be deployed in Hyderabad. However, the Bank reserves the right to change locations/add new locations such as Metro cities/State capital/Major cities as per Bank's requirement which includes Mumbai, Hyderabad, Bangalore. Vendor must bear the relocation charges in case of shifting the team from one city to another city.

Incase vendor is unable to shift the resources to new city and arranges new team at the new place, then vendor has to arrange KT and handholding along with relevant documentation of existing applications/projects to the new team. KT and hand holding should be for two months for each resource with the respective resource from the old city. During the KT period, only one resource will be counted for billing as the other resource will be providing KT.

12. 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.

13. 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.

14. Instructions for Bid Submission

14.1. Cost of RFP

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

14.1.2 RFP document can also be downloaded from the Bank's website www.unionbankofindia.co.in or from Government tender portal www.eprocure.gov.in or from E-procurement site ubi.abcpocure.com.

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

14.2. Bid Security Declaration / EMD (Refundable)

14.2.1 The bidder should deposit bid security of Rs.60,00,000/- (Rupees Sixty Lakh Only) in the form of a demand draft favoring Union Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. EMD should be valid for 6 months from the last date of bid submission with a claim period of 45 days.

14.2.2 In case of bidders registered with NSIC/Udyog Aadhaar as SME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/SME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India.

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

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

14.2.5 Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure S.

14.2.6 Bid Security will be forfeited in the following cases:

- 14.2.6.1 If a bidder withdraws its bid during the period of bid validity; or
- 14.2.6.2 If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
- 14.2.6.3 In case of a successful Bidder, if the Bidder fails:
- To execute Contract within the stipulated time or
 - To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.
- 14.2.7 The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of 1 year as per the format mentioned in Annexure L, for 3% of TCO, valid for the entire contract period.
- 14.2.8 Bidder should submit bid security declaration as per Annexure – D. Bidder who is claiming waiver of EMD should submit an undertaking in lieu of Bid security deposit.

14.3. Performance Bank Guarantee

The successful bidder (H1 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 L](#), for 3 % of order value for the entire period of the contract i.e. 3 years with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India. IFSC Code for issuance of PBG is UBIN0556688.

Empaneled bidders, who becomes H1 bidder in subsequent assignment through limited tender process, should submit 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 L](#), for 3 % of order value for the entire period of the contract i.e. 3 years with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India. IFSC Code for issuance of PBG is UBIN0556688.

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

included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected 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.

14.4. 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.

14.5. Amendment of Bidding Documents

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

14.6. 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.

14.6.1 All pages of the bid shall be initialed by the person or persons signing the bid.

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

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

14.6.4 All such initials shall be supported by a rubber stamp impression of the

Bidder's firm.

- 14.6.5 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.

14.7. Two-part Bid

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

14.7.1 **Technical bid - Part I:** “Technical Bid for Empanelment of Vendors for Availing Software Development Resources.”

14.7.2 **Commercial bid - Part II:** “Commercial Bid for Empanelment of Vendors for Availing Software Development Resources.”

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

14.7.4 In the first stage, Technical Bid will be opened online and only those bidders who have submitted their bids online will be evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document only shall be short-listed for commercial evaluation.

14.7.5 After completion of technical evaluation, the successful bidder will be decided based on Techno commercial bid (T1+L1 in the ratio of 70:30) as per technical evaluation process mentioned in the RFP.

14.7.6 In the second stage, the COMMERCIAL BIDS of only those top 3 bidders, whose Technical bids are shortlisted with high scores, will be eligible for their commercial bid evaluation.

14.8. Technical Bid

14.8.1 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. It should be submitted online.

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

14.8.3 The following documents are to be submitted in original (Union Bank of India, Technology Centre, 1/1A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400072) at the Bank in physical (Hard copy) on or before last date & time of bid submission:

- 14.8.3.1 Bid security of Rs.60,00,000/- (Rupees Sixty Lac only) in the form of a demand draft issued by a Scheduled commercial bank favoring Union Bank of India, payable at Mumbai or Bank Guarantee from Scheduled commercial Bank other than Union Bank of India.
- 14.8.3.2 In case of bidders registered with NSIC/Udyog Aadhaar as SME or a Start-up Company, they are eligible for waiver of EMD. However, SME bidders need to provide valid NSIC/SME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, SME bidders have to submit [Annexure T](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
- 14.8.3.3 Integrity Pact (IP) as provided as [Annexure M](#) is to be submitted physically.
- 14.8.4 The following documents are to be submitted online at the e-procurement site <https://ubi.abcprocure.com>:
- 14.8.3.1 [Annexure A](#)- Letter of Acceptance
- 14.8.3.2 [Annexure B](#) - Bidder's Profile Format
- 14.8.3.3 [Annexure C](#) - Eligibility Criteria
- 14.8.3.4 [Annexure D](#) -Bid Security Declaration
- 14.8.3.5 [Annexure E](#)-Compliance to RFP Terms & Conditions
- 14.8.3.6 [Annexure F](#)- Un-priced Commercial Bid
- 14.8.3.7 [Annexure H](#) - Declaration for Compliance
- 14.8.3.8 [Annexure I](#) - Undertaking by Bidder
- 14.8.3.9 [Annexure J](#) - Confidentiality / Non-Disclosure Agreement
- 14.8.3.10 [Annexure K](#) - Reference Site Details
- 14.8.3.11 [Annexure M](#) - Pre-Contract Integrity Pact
- 14.8.3.12 [Annexure O](#) - Know Your Employee (KYE) Clause
- 14.8.3.13 [Annexure P](#) - Undertaking of Information Security
- 14.8.3.14 [Annexure Q](#) - Scoring Guide
- 14.8.3.15 [Annexure T](#) - Certificate of Waiver for MSME/NSIC Firms
- 14.8.3.16 [Annexure U](#)-Standard terms and conditions for Outsourcing
- 14.8.3.17 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.

- 14.8.3.18 Self attested Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.
- 14.8.3.19 Deviations from RFP Scope and terms & conditions such as assumptions, exclusions, out of scope, etc. if any, is submitted by bidder as part of response through solution document or any other documents, it will not be considered by Bank.
- 14.8.3.20 All the annexure should be submitted online in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- 14.8.3.21 Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid.
- 14.8.3.22 The bidder should ensure that all the annexure is submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 14.8.3.23 Bidder shall agree to comply with the Standard terms and conditions for Outsourcing as per Annexure T.
- 14.8.5 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 14.8.6 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 14.8.7 The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. supply, Installation, Implementation, migration, upgradation, support etc.
- 14.8.8 The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.unionbankofindia.co.in), Govt. Tender Site and e-

procurement site <https://ubi.abcprocure.com> and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

14.9. Commercial Bid:

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

- 14.9.1 The Commercial Bid - Part should be submitted online at the e-Procurement site as per [Annexure G](#) by way of entering the values in the format provided at the site. This must contain all prices in Indian rupees (INR).
- 14.9.2 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. Any deviations may lead to disqualification of the bid.

14.10. RFP Clarifications

Queries/ clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to bhukya.sripriya@unionbankofindia.bank, kamal.kothwala@unionbankofindia.bank, p.ratnaprasad@unionbankofindia.bank with subject “Request for Proposal (RFP) for Empanelment of Vendors for availing software development resources” as per [Annexure N](#).

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, government tender portal www.eprocure.gov.in and at <https://ubi.abcprocure.com>.

14.11. Other Terms and Conditions of RFP

- 14.11.1 Responses to this RFP should not be construed as an obligation on the part

of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

- 14.11.2 By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for the work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 14.11.3 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 14.11.4 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

14.12. Miscellaneous RFP Requirement

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

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

14.13. Technical Bid Evaluation

- 14.13.1 During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests seeking explanation through e-procurement portal within three days or any such extended time frame indicated in the portal, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the e-Procurement portal every now and then in order to ascertain any exceptions are raised or clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders for responding to the clarification sought. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the

same in detail the reason of their quoting a different specification than what is sought for, like non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.

- 14.13.2 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 14.13.3 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- 14.13.4 The Bank shall follow all the guidelines/notifications for public procurement.
- 14.13.5 Finally, the technical proposal of the bidder will be scored based on below mentioned chart and the bidders who do not score 75% shall be liable to be rejected. In case during functional and Technical evaluation, all the bidders fail to score more than 75% marks, or less than three bidders obtain more than 75% marks, then in that case top three bidder will be considered for opening commercial bids provided marks obtained by them are more than 60%. The decision of the Bank in this regard shall be final.

Scoring chart for evaluation of eligibility criteria is as under:

Sr No.	Criteria	Marks
1	Implementation of Software development Services in BFSI sector within India (Maximum marks - 15)	
	More than 1 BFSI but less than or equal to 3 BFSI	10
	More than 3 BFSI	15
2	Software development resources deployed in/for BFSI for the projects during last 3 years (Maximum marks - 20)	
	UI/UX Designer and App Modernizer	5
	Application Programming Interface (API)/ Integration Engineer, Software/ Web Portal Developer	5
	UPI and Mobile App Developer	5
	CBS- Finacle Scripting and Finacle	5
3	Number of resources (on payroll) deployed during last 5 years for UI/UX Designer/ App Modernizer/ Application Programming Interface (API)/ Integration Engineer/ Software/ Web Portal Developer in single BFSI (Maximum marks - 15)	

	Up to 10 resources	5
	More than 10 but less than or equal to 20	10
	More than 20 resources	15
4	Number of resources (on payroll) deployed during last 5 years for UPI Developer/ Mobile App Developer/ CBS-Finacle Scripting / Finacle - Internet Banking Developer in single BFSI (Maximum marks - 15)	
	Up to 10 resources	5
	More than 10 but less than or equal to 20	10
	More than 20 resources	15
5	Number of resources (on payroll) certified in software development area (Finacle Scripting/ Java/ C#/ VB.net/ MS SQL Server/ Oracle/ MySQL /DB2/Mongo DB / Open Web Application Security Project (OWASP) platform) (Maximum marks - 20)	
	30 resources	10
	More than 30 but less than or equal to 50	15
	More than 50 resources	20
6	Presentation to the Bank (Maximum marks - 15)	
	Bidder should make presentation in the following area: <ol style="list-style-type: none"> a. Individual experience on technologies b. Experiences of Company on various projects covering above technologies. c. Execution plan d. Goodwill of company 	15
Total Technical Score (T1) (Max Marks - 100)		

14.14. Commercial Bid Evaluation:

- 14.14.1 Finally, the technical proposal of the bidder will be scored as per above chart and the bidders who do not score 75% shall be liable to be rejected. In case during functional and Technical evaluation, all the bidders fail to score more than 75% marks, or less than three bidders obtain more than 75% marks, then in that case top three bidder will be considered for opening commercial bids provided marks obtained by them are more than 60%. The decision of the Bank in this regard shall be final.
- 14.14.2 The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders are not present, the commercial bids will be opened in their absence. No information regarding the commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
- 14.14.3 The final decision on the Bidder will be taken by Union Bank of India. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any Bidder in the final shortlist.

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

14.15. Combined Technical-Commercial Evaluation Process:

In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the Bank as per the following procedure:

- a) Technical score will be arrived at treating the marks of the bidder scoring the highest marks (say Bidder A) in Technical evaluation as 100 (technical Weightage). Technical score for other bidders (B, C etc.) will be computed using the formula mentioned below

$$\text{Technical Score of B} = (\text{Marks of B} / \text{Marks of highest scorer A}) \times 100.$$

- b) Similarly, Commercial score of all technically qualified bidders will be arrived at taking the lowest quote from all technically qualified bidders (say Bidder A) as 100. Marks for other technically qualified bidders (B, C etc.) will be calculated using the formula mentioned below:

$$\text{Commercial Score of B} = (\text{Cost of bidder A} / \text{Cost quoted by bidder B}) \times 100.$$

- c) A “Combined Score” will be arrived at, considering both marks scored through technical bid evaluation and the commercial quotes with a weightage of 70% for technical and 30% for commercials as detailed below.
- d) Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1), up to 2 decimals.
- e) Formula for calculating the Combined Score of technically qualified bidder is as follows.

$$L = ((T/T\text{- High}) \times 70) + ((C\text{-Low}/C) \times 30)$$

Whereas:

L = Combined Score of Bidder;

T = Technical Score of Bidder;

T-High = Highest Technical Score among the bidders;

C = Commercial Quote of Bidder;

C-Low = Lowest commercial quote among the bidders;

Example:

Bidder	Technical Evaluation	Nominal bid Price in lacs	Technical Score (T)	Commercial Score (C)	Combined Score (out of 100) (L=T+C)
A	95	71	$95/95 \times 70 = 70.00$	$60/71 \times 30 = 25.35$	$70.00 + 25.35 = 95.35$ (H-1)

B	85	65	85/95*70 =62.63	60/65*30 =27.69	62.63+27.69= 90.32 (H-3)
C	80	60	80/95*70 =58.94	60/60*30 =30.00	58.94+30.00 = 88.94 (H-4)
D	82	62	82/95*70 =60.42	62/60*30 =31.00	60.42+31.00 = 91.42 (H-2)

In the above example, Bidder A, D, B as top 3 scorers (H1, H2, H3) becomes the successful Bidders for empanelment. In case of a tie between bidders i.e. if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H1). However, Purchase order will be placed with H1 bidder only for immediate requirement of 25 resources.

Kindly note that the Bank reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the Bank decision on techno- commercial evaluation is FINAL. Please note that up to two decimal points will be taken in the final score.

14.16. Empanelment and Award of Contract:

On Completion of Techno Commercial evaluation of bids, Bank will determine the H1, H2, H3 Bidders based on the marks obtained through Technical and Commercial and Top 3 Bidders who scores highest marks will be empaneled. Contract for supply of 40 resources will be awarded to H1 bidder. Bank may further engage up to 60 additional resources under rate contract from the successful H1 bidder. The rate contract period for placing the order is 2 years from the date of acceptance of first purchase order.

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.

15 Price Composition

15.1 Commercial for Empanelment of Vendors for Availing Software Development Resources is for an initial contract period of 3 years, with provision to extend contract for further 1 year. The price quoted should be inclusive of all charges as per Banks requirement mentioned in [Annexure G](#) - Commercial Bid.

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

- 15.3 The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
- 15.4 If the cost for any line item is indicated as zero/nil/blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- 15.5 Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- 15.6 Bank will not pay any Labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in the project cost.

16 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.

17 Rejection of Bid

The Bidis liable to be rejected if:

- 17.1. The document does not bear signature of authorized person in each page and duly stamped.
- 17.2. It is received through Fax/E-mail/dropped in tender box.
- 17.3. It is received after expiry of the due date and time stipulated for Bid submission.
- 17.4. 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.

- 17.5. It is evasive or contains incorrect information.
- 17.6. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- 17.7. Bidder should comply with all the points mentioned in the scope of work, technical specifications and all other clauses of RFP. Noncompliance of any point will lead to rejection of the bid.
- 17.8. Bids dropped in tender box or submitted in physical hard copy format.
- 17.9. Non-submission of Integrity Pact (IP).

18 Modification and Withdrawals of Bid

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

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

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

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

19 RFP Response

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

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

20 Patent Rights

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

21 Adherence to Cyber Security Systems

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

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

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

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

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

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

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

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

22 Liquidated Damages (LD)

If Successful bidder fails to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. Bidder has to deploy engineers at site within 6 weeks from the date of purchase order. For calculation of LD:

- 22.1 The Contract price for calculation of LD is project cost.
- 22.2 The LD will be applicable on non-deployment of resources within defined timeline. LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the order value.
- 22.3 The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- 22.4 Part of week will be treated as a week for this purpose.
- 22.5 However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

- 22.6 Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder.
- 22.7 Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

23 Service Level Agreement

- 23.1. 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.
- 23.2. Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made.
- 23.3. If Bidder fails to provide Facility Management Engineer (Resource) on any shift, a penalty of Rs. 1,000/- per day per engineer will be levied by Bank in addition to deducting the charges for that number of days on pro-rata basis (Calculation of Charge = (monthly charges/working days) * no. of days absent)).
- 23.4. In case engineer intends to leave the firm, Bidder should inform the Bank 2 months in advance and depute new engineer 1 month prior to last working day of existing engineer for proper handover of work along with progressive report of all projects allotted to the individual. In case bidder fails to depute engineer 1 month prior to last working day of existing engineer, only half of the amount for that resource will be considered for the payment.
- 23.5. If bidder fails to provide necessary SOPs or documents such as Feasibility study document / report, Secure code practice proof, Secure Coding Certificate/undertaking, SDLC document, Testing report, Learning report, etc. within the agreed time line, a penalty of 0.5% of quarterly payout per week will be deducted.
- 23.6. If bidder fails to complete the development within the agreed time line, a penalty of 0.5% of quarterly pay out per week will be deducted.
- 23.7. If bidder fails to close VA/PT/ IS Audit observation within a week for critical observation and within two weeks for medium / low observation, a penalty of 0.5% of quarterly pay out per week will be deducted.
- 23.8. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

- 23.9. RBI/Regulatory authority may inspect facilities of successful bidder 2 years beyond the contract period. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors.
- 23.10. The overall Penalty including LD during contract period will be to a maximum of 10% of the total value of order.
- 23.11. The vendor should support all the portal/applications developed and any bugs identified should be fixed on priority. In case Bank incurs any financial loss due to the bugs of the coding, the same will be recovered from the vendor.
- 23.12. The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet the delivery dates/time, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance.

24 Payment Terms

The Payment will be made in quarterly arrears

- a) No advance payment will be released against purchase order.
- b) The resource cost will be paid quarterly in arrears as per man month cost discovered within 30 days from date of invoice against performance/attendance/progressive report.
- c) The Penalty, Liquidated Damage (LD) will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e. SLA, LD, etc. if any.
- d) Successful Bidder agrees that Bank to hold or deduct the amount from its invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- e) All the payments to the bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the services to the satisfaction of Bank for this purpose.
- f) Under no circumstances Bank shall be liable to the successful bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- g) Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the successful bidder under the Contract, if the successful bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
- h) All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the bidder shall not be entitled to charge any

additional costs on account of any items or services or by way of any out-of-pocket expenses, including but not limited to travel, boarding and lodging.

- i) The bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the monthly reports/attendance for which payment is being claimed.

25 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.

26 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:

- 26.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- 26.2 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;
- 26.3 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
- 26.4 To treat all Information as Confidential Information.
- 26.5 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.

27 Indemnity & Limitation of Liability

- 27.1 Subject to Clause 27.4 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.

- 27.2 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.
- 27.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
- 27.3.1 Indemnified Party's misuse or modification of the Service;
 - 27.3.2 Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - 27.3.3 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;
 - 27.3.3.1 Procure the right for Indemnified Party to continue using it
 - 27.3.3.2 Replace it with a non-infringing equivalent
 - 27.3.3.3 Modify it to make it non-infringing.
 - 27.3.3.4 The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- 27.4 The indemnities set out in this clause shall be subject to the following conditions:
- 27.4.1 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;
 - 27.4.2 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;

- 27.4.3 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;
- 27.4.4 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;
- 27.4.5 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;
- 27.4.6 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;
- 27.4.7 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;
- 27.4.8 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
- 27.4.9 if a Party makes a claim under the indemnity set out under Clause 27.1 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 26 (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 27.1) 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.

28 Intellectual Property Rights

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

- 28.1 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.
- 28.2 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.
- 28.3 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.

29 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.

30 Force Majeure

Force Majeure is here in defined as any cause, which is beyond the control of

the selected Bidder or the Bank as the case may be which they could not foresee or with are as on able amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- 30.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- 30.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- 30.3. 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.

31 Termination of Contract

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

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

- 33.1. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 33.2. The Successful bidder goes into liquidation voluntarily or otherwise
- 33.3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 33.4. 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.
- 33.5. Non-satisfactory performance of the selected bidder during implementation and operation.
- 33.6. 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.

- 33.7. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 33.8. 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.
- 33.9. 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.
- 33.10. Selected bidder is found to be indulging in frauds.
- 33.11. The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- 33.12. In the event of sub contract or assignment contrary to the terms of agreement.
- 33.13. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
- 33.14. Delay in delivery beyond the specified period.
- 33.15. Delay in completing testing/developing/customization and acceptance tests/ checks beyond the specified periods.
- 33.16. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- 33.17. In addition to the termination of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

32 Minimum Wages

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

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer

employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

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

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

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

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

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the

Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.

34 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 initial contract period for this project is 3 years, with provision to extend contract for further 1 year at the same cost & terms and conditions on the basis of satisfactory performance. The rate contract period for placing the order is 2 years from the date of acceptance of first purchase order. Order may be placed within the rate contract period of 2 years for availing up to 60 additional resources based on requirement of the Bank.

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

H1 Bidder (Successful bidder) has to deploy 40 engineers at site within 6 weeks from the date of purchase order. Order will be deemed accepted on 4th day of purchase order date, in case bidder does not convey formal acceptance to Bank. Bank may place orders based on requirement from time to time for availing up to 60 additional resources during the rate contract period of 2 years.

Apart from the above, top 3 vendors (H1, H2 & H3) will be empaneled for 3 years (Extendable to further 1 year) to carry out software Offshore Development/Modernization/Customization activities.

Based on the requirement, Bank may float limited tender amongst 3 empaneled bidders to provide software development from time to time during the contract period. Technical Score and Man month cost will carry forward during the contract period. Scope of work will be shared with empaneled vendors along with time line for completing the project and empaneled bidders have to quote man days/months required to develop the software for completing particular scope of work. The Technical and Commercial scores obtained during the empanelment process along with man days/Months will be considered for deriving H1 in the subsequent processes. Successful Bidder has to complete the development within the defined timeline using resources parallelly. In case non completion of project within specified timeline, Penalty will be deducted as per SLA.

35 Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other

Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

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

36 RFP Ownership

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

37 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.

38 Tender/RFP Cancellation

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

39 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.

40 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.

41 Dispute Resolution & Jurisdiction

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

42 Online Prebid Meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank will hold a pre-bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any bidder shall be entertained / received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site. Only authorized representative of bidder (maximum two) will be allowed to attend the online Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization through the emails mentioned in this RFP one day before the date of pre-bid meeting along with details including name, organization, designation, Mobile number, etc. with subject as "RFP for Empanelment of Vendors for availing Software development resources." URL for joining the online Prebid meeting will be sent separately to those submitted authorization letter within the scheduled date and time.

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

Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting, shall be made public by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.unionbankofindia.co.in, government tender portal www.eprocure.gov.in and e-Procurement site <https://ubi.abcprocure.com>

43 Price Validity

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

44 Rate Contract

Bank may avail additional resources at the discovered rate in phases as per future requirement. The rate discovered through this RFP will be valid for 2 years. Fresh Purchase Order will be issued as and when required by the bank for the same. The Liquidated Damages and SLA mentioned in clause 22 and clause 23 of this RFP respectively shall be applicable for all the purchase orders issued during the period

of the rate contract.

45 Submission of Bids

The bidders have to submit bid through Online. All documents as per requirement of RFP must be uploaded on the site <https://ubi.abcprocure.com>. Bids will be opened at the following address as per the scheduled date and time.

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

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

46 Annexure A - Letter of Acceptance

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

To

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

Dear Sir,

Sub: Request for Proposal (RFP) for Empanelment of Vendors for availing software development resources.

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/Bank Guarantee for Rs.10,00,000/- (Rupees Ten lac only) favoring Union Bank of India and payable at Mumbai, towards bid security, details of the same is as under:

No. :

Date :

Name of Issuing Bank :

Dated at _____ this _____ day of _____ 2023

Or

MSME/Udyog Aadhaar Certificate No.

We hereby declare that all the information & Statements made in this 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)

47 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/Mobile No.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover (Rs. In Crores)	EBITDA (Rs. In Crores)
	2022-23		
	2021-22		
	2020-21		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

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

Dated this..... Day of 2023

(Signature)

(In the capacity of)

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

48 Annexure C- Eligibility Criteria

Sl. No.	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure M on 100 Rs stamp paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Integrity Pact (IP) as per Annexure M on 100 Rs stamp paper is to be submitted.	
2	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 3 years from the date of issuance of RFP.	Certificate of incorporation/certificate for commencement of business along with the copies of Memorandum and Articles of Association and full address of the registered office is to be submitted.	
3	The bidder should have minimum annual turnover of Rs.26 Crore in each of the last three financial years i.e. 2020-21, 2021-22 and 2022-23 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2022-23 is not finalized, Provisional Balance Sheet of 2022-23 should be submitted. This must be the individual company turnover and not that of any group of companies.	Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same is to be submitted.	
4	Bidder should have positive operating Profit (as EBITDA i.e. Earnings Before Interest, Tax,	Copies of the audited balance sheet and Profit/Loss statement	

	Depreciation & Amortization) in the last three financial years i.e. 2020-21, 2021-22 and 2022-23. In case the audited financials for the year 2022-23 is not finalized, Provisional Balance Sheet of 2022-23 should be submitted	of the company is to be submitted.	
5	Bidder must have deployed at least 10 resources software resources in any scheduled commercial bank in any one of the area of Mobile Developer/UI UX Designer/Integration Engineer and in any one of the area of Finacle Scripting/Software Developer/App Modernizer during last 5 years.	Bidder should submit the Reference Purchase Order (PO)/ Contract Document/sign off/Document proof	
6	Bidder must be certified a minimum SEI CMM Level 3 or above/ ISO 20000:2013.	Documentary proof should be attached.	
7	Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of Promoters/ management or partnership firms/LLPs having common partners have not participated in the bid process.	(Letter of confirmation on company letter head duly signed by authorized official to be submitted.)	
8	Bidder should have at least 30 Software Professionals on its permanent rolls having experience for at least 2 years for technologies as mentioned in scope of work.	Profile of persons along with Name, qualification, experience (in years) should be furnished in company letter head duly signed by authorized official.	
9	The Bidder must be operating in the field of Software development/ Software Solution for at least 5 years as on the date of Tender.	Bidder should submit the Reference Purchase Order/ Contract Document/ Sign off.	

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

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

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

In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the bid may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process. However, all the parameters of the bidding company shall be reckoned from the date of its inception for the purpose of this bid.

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

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & e mail id:

49 Annexure D - 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 Empanelment of Vendors for availing software development resources.

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)

50 Annexure E - Compliance to RFP Terms & Conditions

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Integrity Pact (IP)	
3	Objectives of the RFP	
4	Definitions	
5	Invitation of Tender Bids	
6	Eligibility Criteria	
7	General Scope of Work	
8	Broad Scope of Work	
9	Resource: Qualification/Certification	
10	Project Plan for Implementation	
11	Locations to be Covered	
12	Cost of Bidding	
13	Language of Bid	
14	Instructions for Bid Submission	
15	Price Composition	
16	Taxes and Duties	
17	Rejection of Bid	
18	Modification and Withdrawals of Bid	
19	RFP Response	
20	Patent Rights	
21	Adherence to Cyber Security Systems	
22	Liquidated Damages (LD)	
23	Service Level Agreement	
24	Payment Terms	
25	Authorized Signatory	
26	Confidentiality	
27	Indemnity& Limitation of Liability	
28	Intellectual Property Rights	
29	Non-Transferable Offer	
30	Force Majeure	
31	Termination of Contract	
32	Minimum Wages	
33	Audit	
34	Contract Period	
35	Conflict of Interest	
36	RFP Ownership	
37	Proposal Ownership	

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
38	Tender/RFP Cancellation	
39	Publicity	
40	Arbitration	
41	Jurisdiction	
42	Submission of Bids	

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

51 Annexure F - Unpriced Commercial Bid

Bidders must submit Unpriced commercial bid as per format provided along with technical bids.

Table I - Cost of Resources

S. No	Resource Profile	No. of Resources (a)	Resource Cost per person per Month in INR (b)	Resource Cost for 36 Months (c=axbx36)	Submitted (Y/N)
1	Finacle Scripting	12	XX	XX	
2	API develop/Integration - java	7	XX	XX	
3	.Net Core full stack	5	XX	XX	
4	Java full stack	6	XX	XX	
5	Microservices Developer	4	XX	XX	
6	SAP API Integration Engineer	2	XX	XX	
7	UI/UX Developer	1	XX	XX	
8	Business Analyst	2	XX	XX	
9	Project Manager	1	XX	XX	
	Total man month charges in figure:		XX	XX	
	Total man month charges in words:		XX	XX	

Note:.

- All the costs mentioned above must be quoted in Indian Rupees and exclusive of taxes.
- Amount must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes and it is valid for five years. In case of any discrepancy, amount quoted in words will be considered.
- Payment will be made as per the payment terms mentioned in this RFP.
- Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.

5. 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.
6. The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, transportation, configuration/reconfiguration, integration and go-live.
7. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
8. Breakup of implementation cost should be provided to the Bank if required by the Bank.
9. The rate contract period for placing order is 2 years from the date of acceptance of first purchase order. Bank may procure additional resources up to 60 at the same rates discovered as per Annexure G. Fresh Purchase order will be issued as and when the need arises. Bank also reserves the rights to surrender resources if found excess by giving a notice period of 1 month.
10. Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period of three years.
11. Resource cost per person per day (Man day) is derived proportionately from the resource cost per person per month (man month).

Authorized Signatory:

Place:

Name & Designation & email ID:

Date:

Business Address:

52 Annexure G - Commercial Bid

Table I - Cost of Resources

S. No	Resource Profile	No. of Resources (a)	Resource Cost per person per Month in INR (b)	Resource Cost for 36 Months (c=axbx36)
1	Finacle Scripting	12	XX	XX
2	API develop/Integration - java	7	XX	XX
3	.Net Core full stack	5	XX	XX
4	Java full stack	6	XX	XX
5	Microservices Developer	4	XX	XX
6	SAP API Integration Engineer	2	XX	XX
7	UI/UX Developer	1	XX	XX
8	Business Analyst	2	XX	XX
9	Project Manager	1	XX	XX
Total man month charges in figure:			XX	XX
Total man month charges in words:			XX	XX

Note:

- All the costs mentioned above must be quoted in Indian Rupees and exclusive of taxes.
- Amount must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes and it is valid for five years. In case of any discrepancy, amount quoted in words will be considered.
- Payment will be made as per the payment terms mentioned in this RFP.
- Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST). GST will be paid on actual on production of original invoice.
- 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.
- The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, transportation, configuration/reconfiguration, integration and go-live.

7. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
8. Breakup of implementation cost should be provided to the Bank if required by the Bank.
9. The rate contract period for placing order is 2 years from the date of acceptance of first purchase order. Bank may procure additional resources up to 60 at the same rates discovered as per Annexure G. Fresh Purchase order will be issued as and when the need arises. Bank also reserves the rights to surrender resources if found excess by giving a notice period of 1 month.
10. Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period of three years.
11. Resource cost per person per day (Man day) is derived proportionately from the resource cost per person per month (man month).

Authorized Signatory:

Place:

Name & Designation & email ID:

Date:

Business Address:

53 Annexure H- Declaration for Compliance

All Terms and Conditions

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

Signature:

Name

Date

Seal of company:

Scope of Work

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

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Signature:

Name

Date

Seal of company:

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

54 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

55 Annexure J- Confidentiality / Non-Disclosure Agreement

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

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

AND

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

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

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

WHEREAS:-

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

NOW THIS AGREEMENT WITNESS:

1. Interpretation

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

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

2. Confidentiality:

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

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

- III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

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

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

3. **Return or destruction:**

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

their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

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

5. Ownership of Information:

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

6. No Representation:

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

7. Remedies and Relief:

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

Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by 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 acknowledgment due on receipt.

12. Term

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

Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law

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

14. Indemnity

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

15. Modification

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

16. Headings

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

17. Review of Contract and performance

Bank shall have the right of periodical /yearly review of the performance of the successful bidder with regard to upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

18. Proprietary Rights:

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any

information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank’s decision will be final.

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

19. Counterparts

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

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

Signed and delivered by

Signed and delivered by

M/s _____

Union Bank of India

Signed by:
Name

Signed by:
Name

Title
in the presence of
.....

Title
in the presence of
.....

56 Annexure K - Reference Site Details

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

Please provide reference details in the format defined below:

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. IDE c. Security features d. Maintenance & support 	

(Enclose necessary documentary proof)

*Provide Information in respect of at least 1 major customer each for every required experience who fulfills the eligibility Criteria. References may be enclosed from the customer from the above reference.

Dated this..... Day of 2023

(Signature)

(In the capacity of)

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

57 Annexure L - Format for Performance Bank Guarantee (Covering Delivery obligations)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs.500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 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 **Request for Proposal (RFP) for Empanelment of Vendors for availing software development resources** _____ 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 **Request for Proposal (RFP) for Empanelment of Vendors for Availing Software Development Resources** 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 the project cost.
- II) This bank guarantee shall be valid up to _____.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____ 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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

58 Annexure M - Pre-Contract Integrity Pact

Tender Ref. No: UBI/DIT/2023-24/02

INTEGRITY PACT

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

And

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

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

3. Preamble

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

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

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

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

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

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

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

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

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

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five

years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any.

Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

- (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

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

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

10. Price Fall Clause

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

11. Independent External Monitor(s)

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

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

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

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

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

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

12. Law and Place of Jurisdiction

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

13. Other Legal Actions

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

14. Integrity Pact Duration.

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

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

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

15 Other Provisions

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

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

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

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

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

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

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

BIDDER * /SELLER*
Signature:
Authorized Signatory (*)

Date:
Stamp:
Witness

Date:
Stamp:
Witness

1. _____
2. _____

1. _____
2. _____

(*) - Authorized signatory of the company who has also signed and submitted the main bid.

59 Annexure N - 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:

60 Annexure O - 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 undertake to exercise due diligence and engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for offering the services under the said contract.
4. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for _____ (Name of the RFP).”

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

61 Annexure P - Undertaking of Information Security

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.

Sir,

Subject: Request for Proposal (RFP) for Empanelment of Vendors for availing software development resources.

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

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

62 Annexure Q - Scoring Guide

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.

Sr No.	Criteria	Experience Details (Proof should be submitted)
1	Implementation of Software development Services in BFSI sector within India	Mention Names of Organizations
2	Software development resources deployed in/for BFSI for the projects during last 3 years	Mention Names of Organizations
	UI/UX Designer and App Modernizer	
	Application Programming Interface (API)/ Integration Engineer, Software/ Web Portal Developer	
	UPI and Mobile App Developer	
	CBS- Finacle Scripting and Finacle	
3	Number of resources (on payroll) deployed during last 5 years for UI/UX Designer/ App Modernizer/ Application Programming Interface (API)/ Integration Engineer/ Software/ Web Portal Developer in single BFSI	Mention Names of Individuals
	Up to 10 resources	
	More than 10 but less than or equal to 20	
	More than 20 resources	
4	Number of resources (on payroll) deployed during last 5 years for UPI Developer/ Mobile App Developer/ CBS- Finacle Scripting / Finacle - Internet Banking Developer in single BFSI	Mention Names of Individuals
	Up to 10 resources	
	More than 10 but less than or equal to 20	

	More than 20 resources	Mention Names of Individuals
5	Number of resources (on payroll) certified in software development area (Finacle Scripting/ Java/ C#/ VB.net/ MS/SQL Server/ Oracle/ MySQL /DB2/Mon go DB /Open Web Application Security Project (OWASP) platform) (Maximum marks - 20)	
	30 resources	
	More than 30 but less than or equal to 50	
	More than 50 resources	

Yours faithfully,

Authorized Signatory
 Name:
 Designation:
 Vendor's Corporate Name
 Address
 Email and Phone #

63 Annexure R - Bank Guarantee for EMD

Date:

To

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

Dear Sirs,

M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the RFP for Empanelment of Vendors for availing software development resources, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to bid, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs.60.00 Lakh (Rupees Sixty Lakh Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of bid.

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

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

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs.60.00 Lakh (Rupees Sixty Lakh Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs.60.00 Lakh (Rupees Sixty Lakh Only).
- 2) This Bank guarantee will be valid up to _____; and a claim period of one month thereafter and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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

64 Annexure S - Letter for Refund of EMD

LETTER FOR REFUND OF EMD (To be submitted by the unsuccessful bidders)

Date :

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

We _____(Company Name) had participated in the RFP for Empanelment of Vendors for availing software development resources and we are an unsuccessful bidder.

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

Sr. No	Bidder Name	BG / DD Number	Drawn on (Bank Name)	Amount(Rs)

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

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

Sign

Name of the signatory

Designation

Company Seal.

65 Annexure T - Certificate for Waiver for MSME/NSIC Firms

(on Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

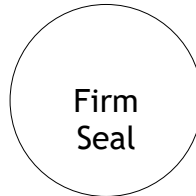
This is to certify that M/s. _____, having registered office at _____ has made an investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2022. Further we certify that the Company is classified under SME as per MSME Act 2006.

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

Chartered Accountant Firm Name

Signature
Name
Reg. No

VID No.



66 Annexure U - Standard terms and conditions for Outsourcing

Introduction

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

1. Representations and Warranties:

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

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

- 1.1 That the Service Provider is a company / firm which has the requisite qualifications, skills, experience and expertise in providing all such services as are necessary to perform its obligation under the contract/agreement and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by the Bank.
- 1.2 That the Service provider is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract / Agreement.
- 1.3 That the Service provider shall use such assets of the Bank as the Bank may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract / Agreement. The Service provider shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 1.4 That the Service provider shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- 1.5 That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time.
- 1.6 That there are - (a) no legal proceedings pending or threatened against Service provider or its team which adversely affect/may affect performance under this Contract / Agreement; and (b) no inquiries or investigations have been threatened, commenced or

pending against the Service provider or any sub-Service provider / third part or its team members by any statutory or regulatory or investigative agencies.

- 1.7 That neither the execution and delivery by the Service provider of the Contract / Agreement nor the Contractor's compliance with or performance of the terms and provisions of the Contract / Agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Service provider (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Service provider is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Contractor.
- 1.8 The Service provider shall not charge any fees to the customers of the Bank directly for the services rendered by them on behalf of the Bank.
- 1.9 The service provider shall not sell/compel the customers of the Bank to buy third party products along with the Bank's product.

2. Compliance Requirements

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

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

3. Subcontracting

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

- 3.1 It is agreed between the parties that service provider shall not procure services either through subcontract without the prior written permission of the Bank. If subcontracting is permitted by the Bank then;
 - 3.1.1 Service provider shall be responsible for all the services provided to the Bank regardless of which entity is conducting the operations on behalf of contractor.
 - 3.1.2 The Service provider shall be responsible for managing the activities of its personnel and/or the personnel of subservice provider and under no circumstances and at no point of time the subservice provider of the Service provider will be considered employees, subservice provider or agent of Bank.

- 3.1.3 The Service provider shall be responsible for ensuring that the Sub-Contractor comply with all security & confidentiality requirement of the Bank set out in this agreement and the Bank can obtain independent report for the same.

4. Human Resource Requirement

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

- 4.1 The Service provider shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service
- 4.2 The Service provider shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Service provider shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 4.3 In case the performance of resources engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Service provider shall have to replace the said person within the time limits stipulated by the Bank. Where the Service provider fails to comply with the Bank's request, Bank may replace the said person, resource or their agents/employees on its own.
- 4.4 No right to employment in the Bank shall accrue or arise to the employees or agents of the Service provider, by virtue of engagement of employees, agents, etc. of The Service provider for any assignment under this project. It is further clarified that the arrangement herein with the Service provider is a contract for service.
- 4.5 The Service provider shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 4.6 The Service provider shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

5. Service Levels

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

- 5.1 The Service provider shall proceed to carry out the Service(s) with diligence and care in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract / Agreement and shall meet the standards of good industry practice.
- 5.2 Notwithstanding generality of the foregoing, the Service provider shall achieve the service levels and key performance matrixes stipulated by Bank under the contract.
- 5.3 Standard of Performance

The Service provider shall perform the Service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology, procedures and methods. The Service provider shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.

5.4 Key Performance Measurements

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

5.5 Reporting Progress

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

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

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

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

Intellectual Property Rights of any person and the Service provider shall keep the Bank, its directors, employees, agents and representatives indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and / or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service provider or any sub-Service provider during the course of performance of the service(s).

7. Information Security

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

8. Ownership and Retention of Documents

- 8.1 Bank shall own the documents, prepared by or for the Service provider arising out of or in connection with the Contract / Agreement. The services provider shall preserve the documents and data in accordance with the legal/regulatory obligation of the Bank.
- 8.2 Forthwith upon expiry or earlier termination of the Contract / Agreement and at any other time on demand by Bank, the Service provider shall deliver to Bank all documents provided by or originating from Bank and all documents produced by or from or for the

Service provider in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost. The Service providers shall not, without the prior written consent of Bank store, copy, distribute or retain any such Documents.

9. Data Ownership

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

10. Confidentiality

The service provider hereby represents and warrants that they shall ensure the preservation and protection of the security and confidentiality of the beneficiary/customer information or data which are in the custody or possession of the service provider. They further represent and warrants that they shall ensure the preservation and protection of the sensitive personal data or information as defined/laid down in "The information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules,2011" ("IT SPD Rules).

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

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

Confidential Information does not include information which:

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

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

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

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

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

- 11.1 The Bank/Reserve Bank of India reserves the right to inspect and monitor/assess the progress of the Services at any time during the course of the Contract / Agreement. Bank may demand and upon such demand being made, Bank shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Services.
- 11.2 The project shall conform to Bank/Reserve bank of India's policies and would be subject to Internal and External audits or agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

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

12. REVIEW OF CONTRACT AND PERFORMANCE

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

- 12.1 Bank shall have the right of quarterly review of the performance of the Service provider under the contract which would be basis of continuation or termination of the same. Bank on mutual agreement between both Parties may change the periodicity of such review.
- 12.2 Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the service provider in order to assess the ability of the Service provider to continue to meet its outsourcing/contractual obligations.

13. Delay in the Contractor's Performance

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

- 13.1 Time is the essence of contract. Time period for delivery, installation and implementation will be drawn up by the Bank or as given in the contract and service provider should adhere to the schedule and complete the project within given time .Performance of the Contract shall be made by the Service provider in accordance

with the time schedule specified by Bank .Bank will impose following penalties apart from the liquidated damages, termination of contract etc. and will be recovered from the Service provider from his payment.

13.2 A delay by the Service provider in the performance of its Contract obligations shall render the Service provider liable to any or all the following sanctions:

- (a) Forfeiture of its performance Bank guarantee if any,
- (b) Imposition of liquidated damages and penalties, and / or
- (c) Termination of the Contract for default

14. User Acceptance Test and Quality Check

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

- 14.1 Bank or its representative shall have the right to inspect and/or to test the goods and Services to check their conformity to the Contract specifications at no extra cost to the Bank.
- 14.2 The inspections and test may be conducted on the premises of the Contractor, at point of delivery and / or at the final destination. If conducted on the premises of the Contractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.
- 14.3 Should any inspected or tested goods fail to conform to the specifications, Bank may reject the goods, and the Service provider shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to Bank.
- 14.4 Pre-delivery /acceptance Inspection will be carried out by the Bank through its staff / consultant at Contractor's factory / warehouse or at any of the Bank's site / location depending on the exigencies of Bank. The Service provider shall keep ready the equipment for inspection if the inspection is carried out at Bank's Site, the Service provider should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants.

15. Relationships between the Parties

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

- (a) The Service(s) of the Service provider herein shall not be construed as any agency of Bank and there shall be no principal and agent relationship between Bank and the Service provider in this regard.

- (b) Nothing in the Contract / Agreement constitutes any fiduciary relationship between Bank and Contractor/Contractor's Team or any relationship of employer - employee, principal and agent, or partnership, between Bank and Contractor.
- (c) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract / Agreement.
- (d) Bank has no obligations to the Contractor's/Contractor's team except as agreed under the terms of the Contract / Agreement.

16. No Assignment

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

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

Authorized Signatories
(Name, Designation and Seal of the Company)
Dated this day of 2023