



Request for Proposal (RFP) for selection of consultant for project management of end to end digital transformation.

Union Bank of India, Digitization Vertical, Central Office,
10th Floor, Naman Centre, G Block, BKC,
Bandra (E), Mumbai - 400 051

DISCLAIMER

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

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

This document is the property of Union Bank of India and is meant for the exclusive purpose of bidding as per the Specification, Terms, Condition and Scope indicated. It shall not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

GENERAL INSTRUCTIONS TO BIDDERS

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

Procedure for submission of E-tender by bidder:

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

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

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

Abbreviations

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

Abbreviations	Description
ACoE	Analytics Center of Excellence
AI	Artificial Intelligence
API	Application programming Interface
APIM	Application programming Interface Management
APM	Application Performance Monitoring
Bank/UBI/Union Bank	Union Bank of India
BFSI	Banking, Financial Services and Insurance
BG	Bank Guarantee
BRD	Business Requirement Documents
BRE	Business Rule Engine
CBS	Core Banking Solutions
CMM	Capability Maturity Model
CRM	Customer Relationship Management
DIT	Department of Information Technology
DLT	Distributed Ledger Technology
EAI	Enterprise Application Integration
EASE	Enhanced Access and Service Excellence
EBDITA	Earnings before Depreciation, Interest, Tax & Amortization
EFRM	Enterprise Fraud Management System
EIS	Executive Information System
EOI	Expression of Interest
ESB	Enterprise Service Bus
ETB	Existing To Bank
GST	Goods & Service Tax
IP	Integrity Pact
IPR	Intellectual Property Rights
IT	Information Technology
IVR	Interactive Voice Response
KYC	Know Your Customer
KYE	Know Your Employee
LD	Liquidated Damages
LLP	Limited Liability Partnership
ML	Machine Learning
MoU	Memorandum of Understanding
MVP	Minimum Viable Products
NDA	Non-Disclosure Agreement
NIT	Notice Inviting Tenders
NSIC	National Small Industries Corporation Limited
NTB	New To Bank
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PMO	Project Management Office
PO	Purchase Order

PSB	Public Sector Bank
PSE	Public Sector Enterprise
PSU	Public Sector Undertaking
RAS	Reliable Available Scalable
RFP	Request for Proposal
RPA	Robotic Process Automation
SLA	Service Level Agreement
TCO	Total Cost of Ownership
UAT	User Acceptance Testing
UI	User Interface
UX	User Experience
VA/PT	Vulnerability Assessment / Penetration Testing
WAN	Wide Area Network

Bid Details:

RFP Ref. No. UBI/DIGI/2021-22/04 Date 17.12.2021

Start Date & Time of issue of RFP/ Document Download	17.12.2021 at 11:00 Hours
Last date and time for submission of query	22.12.2021 by 17:00 Hours
Last date and time of Downloading of RFP	07.01.2022 by 15:00 Hours
Last date and time for submission Of Bidding Document	07.01.2022 at 16:00 Hours
Date and Time of Technical Bid Opening (Online)	07.01.2022 at 16:15 Hours
Place of opening of online Bids	Union Bank of India, Digitization Vertical Central Office, 10 th Floor, Naman Centre, BKC, Mumbai - 400 051
Address & Contact Numbers	As above Tel: (022) 40122400
Cost of RFP (Non-Refundable)	Rs. 25,000/- (Rupees Twenty Five Thousand Only - non-refundable) Demand Draft in favor of Union Bank of India, payable at Mumbai or online transfer.
Security Deposit /Earnest Money Deposit (EMD)	Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh only) in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India and should be valid for 6 months from the date of bid submission with a claim period of 45 days.
Contact details	Interested Bidders are requested to send the email to: digitization@unionbankofindia.com containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.

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

Table of Contents

1.	Introduction	9
2.	Integrity Pact (IP).....	9
3.	Definition	10
4.	Project Objective.....	10
5.	Invitation of Tender Bids	10
6.	Eligibility Criteria.....	11
7.	Terms of Reference - Scope of Work and Key Deliverables	14
8.	Project Team.....	31
9.	Compliance with IS/Cyber Security Policy	33
10.	Cost & Currency.....	34
11.	Price Validity and Single Point of Contact	34
12.	Acceptance of Offer.....	34
13.	Language of Bid	35
14.	Instructions for Bid Submission	35
15.	Award of Contract	48
16.	Price Composition	48
17.	Taxes and Duties.....	49
18.	Rejection of Bid.....	49
19.	Modification and Withdrawals of Bid	50
20.	Pre-Bid Meeting	50
21.	RFP Response.....	50
22.	Payment Terms	51
23.	Order Cancellation/ Termination of Contract.....	52
24.	Contract Period	53
25.	Liquidated Damages (LD) / Penalties for Delay	54
26.	Service Level Agreement	54
27.	Authorized Signatory	55
28.	Review of Consultancy Services	55
29.	Substitution of Programme Team Members.....	55
30.	Adherence to Standards	56
31.	Limitation of Liability.....	56
32.	Confidentiality	56
33.	Indemnity	57
34.	Intellectual Property Rights.....	58
35.	Minimum Wages.....	58
36.	Non-Transferable Offer	59
37.	Responsibility for Completeness.....	59
38.	Force Majeure.....	59
39.	Exit Clause	60
40.	Termination of Contract.....	60
41.	RFP Ownership	61
42.	Proposal Ownership	61
43.	Sub Contract.....	61
44.	Conflict of Interest	61
45.	Tender/RFP Cancellation	62
46.	Publicity.....	62

47.	Arbitration	62
48.	Jurisdiction	62
49.	Submission of Bids	62
50.	Resource	63
51.	Annexure A - Letter of Acceptance	64
52.	Annexure B - Bidder's Profile Format.....	66
53.	Annexure C - Eligibility Criteria	67
54.	Annexure D - Bid Security Declaration.....	70
55.	Annexure E - Compliance to RFP Terms & Conditions.....	71
56.	Annexure F - Commercial Bid	73
57.	Annexure G - Declaration for Compliance	74
58.	Annexure H- Undertaking By Bidder	75
59.	Annexure I - Confidentiality / Non-Disclosure Agreement.....	76
60.	Annexure J - Reference Site Details	82
61.	Annexure K - Pre Contract Integrity Pact	83
62.	Annexure L - Letter for Refund of EMD.....	89
63.	Annexure M - Bid Query Format	90
64.	Annexure N - Bank Guarantee for EMD	91
65.	Annexure O - Format of Performance Bank Guarantee	93
66.	Annexure P - Know Your Employee (KYE) Clause	96
67.	Annexure Q - Certificate for RFP Cost Waiver for MSME/NSIC Firms.....	97
68.	Annexure R - Undertaking of Information Security	98
69.	Annexure S - List of Members of the Consultancy team & CV.....	99
70.	Annexure T- Approach & Methodology Paper.....	100
71.	Annexure- U Format for Reference Letter / email from Client.....	101

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 Digitization Department at 10th Floor, Naman Centre, G Block, BKC, Mumbai - 400072 (which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), herein after called the “Bank” intends to issue this bid document, hereinafter called “RFP”, to eligible Bidders to participate in the competitive bidding for selection of consultant for project management of end to end digital transformation.

The bidders desirous of taking up the project for supply of the services for the Bank as per the terms of reference are invited to submit their technical and commercial proposal in response to this RFP. The criteria and actual process of the evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Bank’s discretion. Bidders have to adhere to the Bank’s requirements outlined in this RFP.

The information provided by the bidders in response to this RFP document will become the property of the Bank and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised through the Bank’s website and such amendments will be binding on them.

This RFP will be open to the bidders who have the necessary eligibility, experience, capability and expertise.

This RFP is not an offer or recommendation by the Union Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the Bank with the selected bidder.

Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply criteria like independent assessment of the market reputation and perception of ability to perform, but not limited to those selection criteria set out in this RFP document. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation or warrant given in this RFP document

2. Integrity Pact (IP)

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

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

3. Definition

- 3.1. '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.
- 3.2. 'RFP' means this Request for Proposal.
- 3.3. 'Bidder / Service Provider / Consultant' means a vendor submitting the proposal in response to this RFP.
- 3.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 3.5. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.
- 3.6. 'Consultancy Service' means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the services and other obligation of the Consultant covered under the RFP.
- 3.7. 'Terms of Reference' -(TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.

4. Project Objective

To create a 'Digital Bank within the Bank', a turnkey exponential shift, guided by digital business model, customer-first values with new and vibrant innovative strategies and technologies. By implementing a state-of-the-art Digital Bank as a Platform, the bank is looking to achieve the following objectives:

- 4.1. **Redefine** business model across all segment of banking viz. Retail, MSME, Agri, NRI, Corporate and Wholesale Banking, etc., to embrace innovation and opening services to integrate with partners to redefine the customer experience.
- 4.2. **Acquire new** customers on to Digital Bank with aggressive growth y-o-y.
- 4.3. **Achieve adequate** business mix of the bank acquired and serviced through the UBI 'Digital Bank'.
- 4.4. **Foster** Innovations, Leverage Modern Technologies, Use of AI, ML, Data & Analytics for Hyper Personalization, Enhance Customer Experience.
- 4.5. **Make UBI** a preferred Digital Bank in every day-to-day life cycle of the customer and also to Business partners in BFSI ecosystem.

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 RFP.

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

The RFP Document can be downloaded from Bank's Website www.unionbankofindia.co.in or from Government portal eprocure.gov.in or e-Procurement Portal ubi.abcprocure.com. The response should be uploaded online at the e-procurement Portal <https://ubi.abcprocure.com>.

6. Eligibility Criteria

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

- The Bidder needs to comply with all the eligibility criteria mentioned below to be evaluated in Eligibility bid evaluation phase. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal.
- The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria.
- Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation.
- All credential letters should be appropriately bound, labelled and segregated in the respective areas.
- There is no restriction on the number of credentials a Bidder can provide. The decision of the Bank would be final and binding on all the Bidders to this document. Union Bank of India may accept or reject an offer without assigning any reason whatsoever.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as on RFP issuance date, Registered with the GSTN and should have been in the business of providing of Consultancy Services for a period of at least 5 years as on date of RFP.	Copy of Incorporation / Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
2	Bidder should have minimum turnover of Rs. 150 Crores during the last two financial years in India from consulting services.	CA Certified documentary proof satisfying the criteria should be submitted.
3	Bidder should have positive operating Profit (as EBDITA i.e., Earnings before Depreciation, Interest, Tax & Amortization) in each of the last three financial years, (2018-19, 2019-20 and 2020-21).	Copy of the audited balance sheet of the company showing the same should be submitted. In case the audited financials for the year 2020-21 is not available, CA Certificate certifying positive EBDITA/ Turnover / Net worth should be submitted.
4	<p>Bidder should have consulting experience of at least one assignment during last 7 years (minimum duration of 6 months for individual assignment) in the nature of digital transformation* ongoing / completed of Scheduled Commercial Banks / NBFC / PSU / BFSI / in India or global having business mix of Rs. 1,50,000 crores and above at the time of project execution.</p> <p>Digital Transformation* includes any of the below:-</p> <ul style="list-style-type: none"> • Omni-channel Customer Experience • Digital Lending • Digital Liabilities • Full-fledged Digital Bank[#] • Digital financial superstore / market place • Advanced Analytics and Data platform • Artificial Intelligence (AI) / Machine Learning (ML)/ Robotic Process Automation (RPA) / Distributed Ledger Technology (DLT) / Cloud Native Platform • Customer Relationship Management (CRM) 	<p>For global experience, the currency conversion rate equivalent to INR will be considered prevailing on the date of better evaluation date purchase order.</p> <p>A copy of engagement letter/work order/ letter of award / email to bank from client's official email-id for each assignment to be furnished by the bidder.</p>
6	<p>Bidder should have minimum staff strength of at least 200 professionals on its payroll. Of which, company should have the following qualified professional in their payroll:</p> <ol style="list-style-type: none"> Digital Business - 10 Data & Analytics - 10 Technology Expert -10 Digital Customer Experience-10 Information Security / Audit -10 	An undertaking signed by the company secretary of the bidder must be submitted along with the technical bid as proof of document. Profile of the employees along with name, qualification, experience should be furnished on the company's letter head.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
7	<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.</p> <p>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>	Self-declaration to this effect on the company's letter head should be submitted as per format given as Annexure H.
8	Bidder to provide an undertaking on their letter head that all the functional requirements as part of scope of work are covered in totality in the proposal submitted by the bidder.	A Self-Declaration to be furnished by the Bidder on the Company's letter head
9	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head

Digital Bank[#] set up for any of the below areas:

1. Digital Liabilities
2. Digital Lending
3. Digital Payment

Services offered over Internet and not through physical branches

Restriction:

- Selected bidder of this project will not be permitted to participate in any of the RFPs, which are under scope of this RFP. (Section 7.5.5)
- Bidder shall provide an undertaking that there is no conflict of interest whatsoever with ongoing projects

Note:

- a. Bidder must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer.
- b. 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.
- c. 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.
 - d. All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.
 - e. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
 - f. Bidder should submit detailed response along with documentary proof for all the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
 - g. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
 - h. Bidders to submit relevant documentary evidence for all parameters mentioned.
 - i. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
 - j. All Annexure must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
 - k. All third-party documents must be signed by their authorized signatory and his/her designation; Official e-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.

7. Terms of Reference - Scope of Work and Key Deliverables

Union bank of India envisage to build a Digital Bank within the Bank as part of digital transformation journey.

To deliver this vision, Bank is looking to engage services of a consultant who can drive in formulating the digital strategy aligned with the business vision, conduct gap analysis, redefining the business model and customer experience journeys across Retail, Agri, MSME and NRI, Corporate Banking, etc., as suitable to new digital platform (Digital Bank), formulating key deliverables for evaluation, onboarding, program management of partners and Fintechs design of Digital Platform which should be open platform, beyond Banking, new business model with strategic ecosystem etc., Program Management of the transformation to ensure timely, effective delivery of the program and measuring the KPIs/ROI during the project period as per the project objective, strategic partnership (New consultant would use the road map for digital architecture, if any, prepared by existing consultant for further enhancing the vision of digital Bank)

The consultant is expected to develop and formulate, a comprehensive business blueprint which will detail the approach involved in various digital initiatives proposed or likely to be proposed by the bank, Digital Business Model, Digital Operating Model, Digital Customer experience,

Customer Journeys and Use cases, Digital Technology Platform, Fintech Partnerships, Digital Marketing and transformation for the articulated business objectives.

To achieve and sustain the continuous growth, it is imperative that consultant proposes suitable strategy, enriching it with a digital layer across the dimensions of business & operational processes, people and information technology aimed at clearly defining a scalable, flexible and efficient operating model while simultaneously managing risks and meeting security and compliance requirements.

The consulting company needs to keep in mind the expected business volumes and the nature of growth that will be achieved post the implementation of Digital platform and various Digital Customer Journeys.

The approach should be cognizant of the expected business volumes and they should be capable of handling such scale. Previous experience of handling similar assignments will be a key differentiator for the consultant.

The Consultant must propose a totally 'grounds up build' solution as the bank wants to own the Intellectual Property Rights (IPRs) of the proposed Digital Platform solution.

To design, create/craft, launch atleast one product on the proposed Digital Platform during the project period which should be innovative, customer centric, profitable, game changer, enhance brand value etc.,

The Consultant will closely work with relevant Bank verticals, existing consultants and their recommendations/designs/journeys, and vendors, as well as members of technical vendor teams for each of the specific areas delineated below.

Section 1: - Digital Strategy and Digital Business Services Model

Section 2: - Digital Customer Experience Services (Mobile / Web Channel / Assisted)

Section 3: - Ecosystem Partnerships Strategy design and Implementation in the entire digital Bank platform

Section 4: - Digital Technology and Cyber security services

Section 5: - Vendor and Partner Selection for setting up of digital platform

Section 6: - Data & Analytics Platform Services

Section 7: - Define Business change approach to measure effectiveness of the digital model and Change Management

Section 8: - Program Management, set -up and Implementation and roll-out of entire customer journeys across banking and financial services and next -gen digital platform along with review and governance of the Digital Transformation Project.

7.1. Section 1: - Digital Strategy and Digital Business Services Model: - The consultant should have strong digital business team and knowledge to help bank in development of digital business strategies and tactics.

- 7.1.1. To understand the business vision from the Bank for formulating the Digital transformation objectives for the articulated business objectives.
- 7.1.2. To evaluate the existing business model, digital products, data analytics, customer experience, customer servicing channels, partners, etc., and define a digital business model, establish a strategic digital vision, objective, need, goals for building a sustainable, best in class Digital Platform.
- 7.1.3. To document the implications on bank's existing operating model and identify key gaps that may need to be addressed in relation to development of the digital platform.
- 7.1.4. To analyse products and processes in the bank including channels, Interact with customers, Branches, Regional Offices, Zonal Offices, Central Office departments to understand the challenges/ obstacles faced by them in the existing products/ processes.
- 7.1.5. To develop a digital blueprint for the overall platform with insights on the investments required, stakeholder management, process flows with a focus on automation, security and operational readiness.
- 7.1.6. To develop digital business model covering the essential elements that create and deliver a value proposition for the customers, including the economic model and underlying logic, the key resources and processes.
- 7.1.7. To define the digital team covering Digital Product Team, Digital Channel Team, Digital Operations Team, Back Office Team, Data & Analytics Team etc., so as to have effective balancing among the team and outcomes.
- 7.1.8. To develop a high level business case and benefit analysis for the proposed Digital platform, design a robust Operating model to support seamless delivery of the objectives and outcomes as detailed in the vision and design the "big picture" of all the new capabilities required to support the digital business.
- 7.1.9. To recommend roadmap for increasing Bank's market share on Acquirer such as Unified Payment Interface, Bharat Bill Payment System, Immediate Payment System etc., for both retail and corporate.
- 7.1.10. To provide a governance structure and a set of standards and protocols that facilitate interactions at scale to unleash the ecosystem effects on new platform.
- 7.1.11. To recommend implementation of new digital products / services basis market / Fintech / competitive analysis offering new revenue streams, product and service bundling, pricing, ensuring efficiency gains are delivered to the customers.
- 7.1.12. To draw up a digital transformation program and Digital Strategy that starts with analysing the current business models, customer insights, market dynamics, and processes followed by new customer journeys based on modern technology that unlock growth opportunities and reducing the costs.
- 7.1.13. To devise strategy for digital transformation benchmarking against world's best in class in the industry. Identify new age products and channels as a turnkey, which bank can introduce on digital platform.
- 7.1.14. To advise designing and implementing new business processes to be adopted on new Digital Platform.
- 7.1.15. To prioritize and identify customer journeys and services in consultation with Bank, to design, develop and deploy as part of the Minimum Viable Product (MVP) and propose a platform roadmap which can be delivered in phases. (The digital journeys already designed and implemented as per existing consultancy engagement shall be used as it is on the new digital platform)

- 7.1.16. MVP for Digital Platform and Data & Analytics Track will be delivered in phases comprising of six months /4 months as mentioned in deliverables.
- 7.1.17. To perform cost benefit analysis of Major products and processes identified as part of the MVPs.
- 7.1.18. To define the customer journeys and experiences:
 - 7.1.18.1. Building a Digital Bank App for engagement of customers
 - 7.1.18.2. Embedding a financial super store, marketplace and ecosystem / value added services
 - 7.1.18.3. Digitize Existing To Bank (ETB) and New To Bank (NTB) customer journeys
 - 7.1.18.4. Leverage 3rd party product / services through partnership in ecosystem to increase engagement and revenue.
- 7.1.19. To capture key themes and detailed business requirements for the development and integration phases.
- 7.1.20. To prepare the detailed Digital Lending Policy, Digital Liabilities policy, Digital Operations policy, Digital Channel Policy etc., covering end to end Straight through processes (STP) aligned with EASE Agenda, Bank's vision, Govt. of India Digital Bank licensing and regulatory guidelines and RBI's Working Group report on Digital Lending, etc., and duly considering the regulatory guidelines.
- 7.1.21. Formulating policy for Open API. (Open API Policy will cover identifying the activities and ownership related to onboarding, monetization, monitoring and termination of partners via APIs. Open API Policy is to be prepared by the selected bidder. Consultant is expected to look from security and API management perspective. Bank is planning to monetize the APIs).
- 7.1.22. Digital Marketing will be key to customer acquisition and increasing brand awareness and value.
 - 7.1.22.1. To draft digital marketing strategy aligned with digital strategy to achieve the business objective.
 - 7.1.22.2. To Assess existing marketing strategies/structure of the bank and suggest Digital marketing Strategy for Marketing for all type of products and services (both Digital/ Non-Digital) and on boarding of new customers.
 - 7.1.22.3. To define the functional design of the digital marketing department and framework and ways of leveraging marketing through all digital channels. Assessment of KPI's and KRA's of Digital Marketing members.
- 7.1.23. Post implementation of Journeys of each phase, consultant to analyse the reduction in TAT, Proportion of STP, and Cost of processing, Customer experience and feedback, rollout for the entire population and adoption etc.,.
- 7.1.24. Define strategic roadmap to scale up the launched Journeys based on the feedback/pilot runs including capability building and adoption program of field level functionaries/field staffs.
- 7.1.25. In case of Govt./RBI deciding to issue license to Digital Bank in future the design proposed shall be able to run the business as an independent Bank leveraging on Digital Bank License.(Obtaining License is not part of the scope)
- 7.1.26. The design shall explore to leverage RBIs sandbox framework wherever desirable
- 7.1.27. Be able to onboard multiple Neo Banks/Cooperative Banks as an engagement layer /white labelled to offer segment/geographical based scale to the services.
- 7.1.28. To accommodate value added services i.e. embedded finance , sharing platform, etc.,.

- 7.1.29. To consider and prepare launch embedded financial services to serve business and consumer segments.
- 7.1.30. Consultant shall help in arriving at cost of acquiring customer and assess the business generation through the platform.
- 7.1.31. Consultant shall chart a robust plan for Business Continuity Plan for the Digital Platform that will include apart from others, APIs continuity plan, partnerships continuity etc.,
- 7.1.32. Digital Collections capabilities-
 - 7.1.32.1. Provide a road map for Digital Collections capabilities in for Retail, Agri and MSME banking.
 - 7.1.32.2. Digital collections capabilities include -
 - a) Advanced Analytics models - Collections scorecards, Treatment strategy, EWS, Settlement models.
 - b) Digital Collections platform: Platform for Case management, workflow management, Legal management (SARFAESI stages), Communication (Notice tracking etc.,)
 - c) Collections mobile App/ Web app for agents, agencies and branches
 - d) Re-designing the operating model and workflows for ensuring higher collections efficiency and performance

7.2. Section 2: - Digital Customer Experience Services (Mobile / Web Channel / Assisted):

The consultant should have strong Digital Customer Experience team and knowledge to help bank to achieve the superior customer experience. Selected Consultant to provide end to end UI/UX for all the identified journeys and must be design thinking-based UI/UX.

- 7.2.1. To design and articulate the UI/UX/CX based on design thinking and best in class journey experience.
- 7.2.2. To evaluate user experience and incorporate the learning assessment in proposed customer user experience.
- 7.2.3. To define and recommend Customer Lifecycle management including digital onboarding, hyper personalisation and omni channel experience, competitive pricing, optimized touch points & improving journeys, etc.,
- 7.2.4. To evaluate and define the metrics in areas such as sales, e-commerce navigation, Omni-channel experience.
- 7.2.5. To assess IVR & Customer Care, Call Centre, ChatBots, Complaint Redressal Process, TAT etc., customer servicing products/ servicing Banks as whole and recommend automation / modernisation to enhance the customer service.
- 7.2.6. To work in close coordination with onboarded SI (Platform/ Aggregator) for superior customer experiences for the identified journeys as part of MVPs.
- 7.2.7. For the identified use cases as part of MVPs, capture the following design elements:
 - a) Identify and develop the customer experience by identifying user profiles and personas.
 - b) Create brand proposition and brand guidelines
 - c) Design wireframes and prototypes for the shortlisted use cases.
 - d) Develop detailed user stories and affinity maps - the platform's value proposition and prototypes should be tested with a sample set of customers
 - e) Ensure a seamless customer experience through seamless integration of the platform with Bank's existing system.

- f) Design and Integration in coordination with Platform SI partner.
- 7.2.8. To work in close coordination with onboarded SI (Platform/ Aggregator) for superior customer experiences for the identified journeys as part of MVPs.
- 7.2.9. Identify and articulate the business requirements for the vendors who can design, build, manage the digital platform comprising of
- Digital Banking
 - Integration with Fintech Companies for enabling digital journeys,
 - Financial Marketplace for enabling Sales of Third-Party Financial Products,
 - Lifestyle Marketplace for offering third party e-commerce products / services.
- l. The selected consultant is accountable to create non-functional requirement operational as part of design.
- m. To design, craft/create at least one digital native product.

7.3. Section 3: - Ecosystem Partnerships Strategy design and Implementation in the entire digital Bank platform: The end objective of this section is to enable Bank to plug into each ecosystem which are critical for its customers to fulfil their daily needs and long-term life goals. The Consultant will closely work with Bank for each of the specific areas delineated below:

- Ecosystem Partnership Strategy and Framework and Operating Model
- Ecosystem Partnerships Selection
- Ecosystem Partnerships Design of Customer Journeys and front to back process maps from Lead till Disbursement
- Fintech ecosystem for access to best in class across various specialized use-cases for the Digital Platform

7.3.1. Ecosystem Partnership Strategy and Framework and Operating Model

- 7.3.1.1. Design Ecosystem partnership blueprint covering framework to identify and shortlist the ecosystem partners across Retail, Agri and MSME segments.
- 7.3.1.2. The Framework should cover opportunities to source new customers, improve customer engagement and ways to retain customers through partnerships
- 7.3.1.3. Assess benchmark best practices across India for ecosystem engagement
- 7.3.1.4. Design the various models of engagement with partners
- 7.3.1.5. Define value proposition with each identified partner
- 7.3.1.6. Defining the digital operating model for ecosystem partnerships
- 7.3.1.7. Define the roles and responsibilities among Bank and each partner as per the proposition identified with each partner

7.3.2. Ecosystem Partnerships Selection

- 7.3.2.1. Prioritization framework for the target partners for Ecosystem Financing
- 7.3.2.2. Basis the ecosystem partnership framework, define the bank's going-in view for partnership discussions with each of the partners
- 7.3.2.3. Create a framework for assisting the decision making for the partnerships to be pursued by the bank
- 7.3.2.4. Development of Success metrics for different types of partnership opportunities to assess success of the partnership

7.3.3. Ecosystem Partnerships Design of Customer Journeys and front to back process maps

- 7.3.3.1. Creation of customer journeys encompassing all scenarios for the partnership on a product-by-product basis
- 7.3.3.2. Develop or revise scorecard design for various products/customer segments/ticket sizes for each partner
- 7.3.3.3. Create detailed process and product notes and support the bank in getting the relevant internal approvals for product and process developed as part of the partnership
- 7.3.3.4. Create, UAT plan, pilot rollout and complete rollout plan and also strategize the adoption of new journeys for success.
- 7.3.3.5. Define the measures of success for each wave or phase as well as the end state success metrics for each partnership journey

7.3.4. Fintech ecosystem for access to best in class across various specialized use-cases for the Digital Platform

The Bank wishes to invite proposals from experienced and eligible Fintech/Start-ups for Development, Customization & Technical Support for New Software Applications with latest features, technologies, and other facilities, accessible over the Bank's Corporate Wide Area Network (WAN), Internet, Mobile and other channels as the Bank may deem fit as part of Digital Platform. In line with this vision, the bank requires support from consultant on the following:

- 7.3.4.1. To evaluate fintech partnerships that will enable the digital platform and digitization journeys.
- 7.3.4.2. To define functional solutions proposed to be obtained through Fintech and provide potential Fintech choices for each functional solution along with trade-off assessment.
- 7.3.4.3. To create a framework for monitoring and evaluation for FinTech partnerships
- 7.3.4.4. To define the scope of work of the empanelled Fintech which will include but not limited to application development, customization of a product / solution, adding new functionalities / changes, integration of new modules in an existing product / solution, developing a new software solution or related activities like database support etc.
- 7.3.4.5. To Identify and introduce FinTech's across bank-specified / identified use cases for partnership potential. (FinTech evaluation is not from investment perspective)
- 7.3.4.6. To enable the Bank by helping draft key onboarding, evaluation, and requirement specification documents for onboarding of these FinTech. (Consultant is not expected to provide Legal & Compliance related inputs around contracting. The consultant will only be required to support in formulating the scope in the contract)
- 7.3.4.7. To provide formats and templates for Service Level Agreement (SLA) with partners, with support to the bank of defining the right SLAs and Key Performance Indicators (KPIs) for evaluating them

7.3.4.8. To manage delivery of outcomes from the onboarded FinTech's as defined / desired by the bank in the digital platform

7.4. Section 4: - Digital Technology and Cyber security services: The consultant should have strong technical experience team and knowledge so as to make the right recommendations on what platforms, digital channels and tools to use. The consultant shall act as the Technical Advisor

7.4.1. To help Bank achieve goals in innovation and digital transformation in the most efficient way and stay relevant in the market using future technology and digital channels.

7.4.2. To provide digital assurance services for the proposed digital platform by measuring the digital transformation parameters that include but not limited to risk of time, cost, changing technology, platform assurance, digital business assurance, test automation, leveraging platforms for scalability, customer persona focused solutions, Customer experience testing, Ensuring Digitization Effectiveness, Agile, extensibility, customer context, data integrity, business alignment, automation etc.,.

7.4.3. Gap Assessment

7.4.3.1. To study Bank's existing systems/applications not limited to Channel integrations, architecture, cloud deployment, Data & Analytics, Bancsconnect, UPI, APIM, ESB , CRM, EFRM, etc., and propose modernizations, sunset/reusability, transactions growth, capacity planning, existing limitations in terms of managed services/facility management, to achieve

1. Improved Customer Experience
2. Improved Data insight or Business Value
3. Improved IT Agility
4. Improved Customer Retention
5. Improved Security of digital capability & Infrastructure

Note: Applications for assessment includes but not limited to Internet Banking, Mobile Banking, Unified Payment Interface (UPI), Govt. Business Module (GBM), Loan Management System, Payment Systems, Card Management systems, Document Management System, EFRM, Middleware (APIM, EAI/ESB , BancsConnect, Finacle Integrator, Digital Accelerator, etc.), etc,. This is an indicative list of applications only. Bank will provide exhaustive list of applications to the selected bidders after they submit Non-Disclosure Agreement in the attached format.

7.4.3.2. To review the technology architecture, existing applications, Integrations and identify gaps, and make recommendations to ensure alignment with Digital business transformation strategy and expected changes in the Digital Platform.

7.4.3.3. Study the present infrastructure and advise on the infrastructure requirements both for the envisaged enterprise architecture and for the underlying existing systems. (Which will be part of Digital Platform)

Note: Existing systems/ applications within the context of the integration of new digital platform with Bank's existing systems or applications. Those systems or applications that need not be integrated will not be assessed as part of this consulting services. Evaluation of Core Banking system is not part of the evaluation and replacement. Bidder must review proposed platform security architecture and solutions.

7.4.4. To-be Digital Platform Architecture:

- 7.4.4.1. Propose new Platform Enterprise Architecture (Design Enterprise level Digital Architecture covering application, infrastructure and security architecture for the bank) and benchmarking its architecture and capacity for next 5-7 years duly considering Cloud, Data and analytics, DevOps, Agile at scale, Partnership, Cyber Security, API, UI/UX, Micro services, Serverless architecture, Containerization, event driven architecture, AI/ML, etc.,
- 7.4.4.2. To assess and recommend Digital Platform for Omni channel experience by embracing emerging technologies, microservices driving product innovation & offerings, strengthening business continuity and technology resilience, cyber and IT security, etc., designed by the Platform System Integrator.
- 7.4.4.3. To assess and recommend infrastructure and operations, data management and retention, security, risk and compliance, comprehensive integration strategy, related to the new digital platform.
- 7.4.4.4. To advise Bank of digital backbone (public and private public cloud, Serverless computing and in-house infrastructure, include API and microservices performance management, Application Performance Monitoring (APM), AI platform management and other emerging operations that require efficient management.
- 7.4.4.5. To support, advise and assist the Bank's technical and solution delivery teams to Build Reliable, Available, Scalable (RAS) framework from point of entry through the last layer of system of records to a specific uptime objective
- 7.4.4.6. Strategy and design for open Banking Architecture using ESB (enterprise service bus) and API Management solution. Design strategy, Roadmap for adopting technologies like Blockchain, Artificial Intelligence (AI) and Machine Learning (ML) enabled solutions
- 7.4.4.7. To review and recommend capacity planning of the Digital Platform periodically basis the infra requirement vis-à-vis utilization.
- 7.4.4.8. To assess and recommend the required intelligent tools i.e. Application Performance Monitoring, Test Automation, ticketing system, customer support etc., for the proposed Digital Platform.
- 7.4.4.9. To assess and recommend minimal requests to Core Banking/ Surround Systems i.e. only for ledger entries in coordination with Platform, Bank and Key Stakeholders as part of Platform Design.

7.4.5. Cyber Security services - Digital Platform:

- 7.4.5.1. To suggest a framework to evaluate IT security, risks and compliances of the new digital platform
- 7.4.5.2. To study and suggest on best in class security features in line with bank's IT security policies and industry best security practices (PCI DSS, PA DSS, ISO 27001, ISO 22301, National Institute of Standards and Technology (NIST)

Framework for Improving Critical Infrastructure Cybersecurity (NIST Cybersecurity Framework) etc.).

7.4.5.3. To program manage and monitor the open observations (VA/PT, Patches, other observations etc.,) and ensure closure as per bank's defined timelines. Consultant is expected to perform overall program management and implementation through the proposed platform System Integrator. Existing Bank's security tools/solutions will be leveraged)

7.4.5.4. To enable the banks team to comply with Bank's IT & IS Security policy relevant to the all-new initiatives.

7.5. Section 5: - Vendor and Partner Selection for setting up of digital platform: Bank's vision to design & build a Digital Platform, as a powerful catalyst to business growth, architecture to interlace and orchestrate overlapping technology sub-platforms critical to digital business. Digital Platform is critical for fulfilling the Bank's digital ambition and is a multiphase project with consistent iteration to scale and improve to keep relevant.

Union Bank is in the process of identifying vendors who will be responsible for end-to-end supply, installation, implementation, configuration, ongoing customization, integration, and maintenance of the technology platform required for this. The bank has conceptualized that the Digital Bank will be a unified digital platform for all its customers in different segments viz Retail, Corporate, Agri, NRI and MSME. The platform will work as one-stop solution to fulfil end-to-end customer's banking needs, non-banking financial needs and non-financial lifestyle needs.

The consultant need to support the Bank right from identifying and onboarding of the vendor to managing and driving delivery of the envisaged platform over the engagement period. The consultant is expected to:

- 7.5.1. To assist in vendor selection from technology perspective and support in designing such RFPs for onboarding vendors.
- 7.5.2. Design and release RFPs, Evaluation of vendor, documentation, MoU, SLA, Agreement, Cost structure/models, cost benefit analysis, Integration methodology, interfaces required etc.,
- 7.5.3. Determine which platforms need to be implemented or renovated and when, Create a checklist to determine what parts are missing and which need to be improved / modernized and design a flexible Business to changing business conditions comprising not limited to Advanced Analytics Layer with Insights, Omni Channel Experience, Integrations & Innovations, Open Banking & Micro services Architecture so as to build initial capabilities and add to them over time as business needs and technology change. Recommendations on the most appropriate technology and analytics solutions.
- 7.5.4. Detailed assessment of vendor choices and preferences for each technology solution.
- 7.5.5. Preparation of RFPs/EOI as part of Digital Transformation which includes, following RFP/EOIs:
 - 7.5.5.1. Digital Platform for setting up of Digital Bank
 - 7.5.5.2. Fintech Aggregator Platform
- 7.5.6. Engaging in Bank-level discussions with vendors for product / service evaluation, techno-commercial discussions with selected vendors

- 7.5.7. Submission of Draft Request for Proposal (RFP) / EOI for Selection of System Integrator (Aggregator, Digital Platform etc.,) and Partners, assist in Review, evaluation, finalization & release of RFPs/EOI, on-boarding and signing of relevant agreements /contract.
- 7.5.8. Define a performance management framework for System Integrator / Partners and Project Monitoring
- 7.5.9. Assist Bank in contracting and onboarding of selected vendor(s), define measurable SLAs for them, manage timely delivery and end-to-end performance of the vendor.
- 7.5.10. Recommend Bank for release of payments against the deliverables as per the defined milestones during the engagement period.

7.6. Section 6: - Data & Analytics Services - Digital Platform

- 7.6.1. To Advise the Bank to drive intelligence to business and recommend bank's growth, large-scale problem-solving capabilities, Personalized Operations, Customer Interactions etc., using Data & Analytics in the Digital Platform.
- 7.6.2. To study and recommend Data & Analytics usage in proposed digital platform with mandatory analytical models, real-time analytics, embedded analytics etc., for achieving the business success.
- 7.6.3. Recommend on Analytics and business expertise to achieve its short and long-term innovation goals efficiently and on budget, considering its market standing, industry best practices, trends and the current state of technology.
- 7.6.4. To assess and recommend on continuous basis the envisaged Digital Platform for its Intelligence, identifying use cases for further enriching the intelligence of the platform.
- 7.6.5. Program Management with Analytics Center of Excellence (ACoE) to Leverage analytical models developed ACoE and digital offerings so as to foster revenue growth through new value propositions.

7.7. Section 7: - Define Business change approach to measure effectiveness of the digital model and Change Management

- 7.7.1. Identify change management leaders across the organization; identify resources for specific transformation projects.
- 7.7.2. Working across the organization and operating offices to communicate and handhold in change management, ensure sustainability of digital transformation post end of program
- 7.7.3. Equip the bank to deploy agile and lean methodologies at scale.
- 7.7.4. Assist Bank in developing Digital Mind-set across the Workforce.
- 7.7.5. Measure effectiveness of initiatives and mechanism to course correct
- 7.7.6. Introduce/boost capability building capacity in the organization
- 7.7.7. Establishing project management office with latest collaboration tools and project management tools.
- 7.7.8. Setting up a strong review cadence with senior management and bank officials for timely progress updates
- 7.7.9. Create a framework for providing training to project teams to execute the ongoing projects and make them future ready - prepare training calendars, identify types of trainings for different set of staff, identify requisite training infrastructure, prepare online and offline training modules, formal and informal assessments post training, certification programs etc.

- 7.7.10. Define change management plan and on-board stakeholders on the digital transformation agenda
- 7.7.11. Interview stakeholders across the Bank to understand expectations from digital transformation, key pain points in current state
- 7.7.12. Ongoing support in developing communication, conducting trainings and workshops
- 7.7.13. Perform knowledge transfer gap analysis - Create knowledge transfer plans at individual level.
- 7.7.14. Provide Training Material and conduct Training Workshops. Bidder to conduct Knowledge transition to Bank's team in a phased manner to ensure that the Bank team is able takeover the PMO activities post Bidder exit from the Bank. Selected bidder to prepare knowledge transfer skillset required for managing the project and impart training to identified 20-30 members by Bank for effectively managing the project, post implementation.
- 7.7.15. Monitor Knowledge transfer progress and capture learning - review and improve knowledge transfer process.

7.8. Section 8: Program Management, set -up and Implementation and roll-out of entire customer journeys across banking and financial services and next -gen digital platform along with review and governance of the Digital Transformation Project.

- 7.8.1. The Consultant is expected to develop and execute an integrated PMO for implementing the above initiatives which should include the following elements:
- 7.8.2. An integrated project plan working closely with stakeholders. Plan needs to cover 360-degree view of interventions including policy changes, SOPs, processes, standards, metrics, team, etc.
- 7.8.3. Define clear outcomes from all initiatives either in terms of business, revenue, income, cost, profitability, efficiency, market share or customer experience.
- 7.8.4. Identify all dependencies and linkages intra- and inter-departments and include them in the tracker as well.
- 7.8.5. Define clear roadmap for delivery of the proposed initiatives along with internal / external ownership and milestones.
- 7.8.6. Identify key persons across the organization on the program objectives to drive the initiatives.
- 7.8.7. Define the process and sign off regarding information collection and dissemination of progress of various work streams and activities across the initiatives.
- 7.8.8. Conduct workshops/ training sessions with all the relevant stakeholders and align them with the governance, tools, metrics and escalation mechanisms.
- 7.8.9. To support, advise and assist the Bank's Project Delivery team in layout of detailed execution roadmap for the technology architecture
- 7.8.10. To Support, advise, and assist the Bank's Project Delivery team in layout of the specifics of technological solutions to be set up and utilised in the bank for end-to-end digitization of lending and liabilities journeys
- 7.8.11. Prepare criticality assessment for each delayed initiative and create mitigation plans to de-risk plan.
- 7.8.12. To conduct periodic steering committees at various levels as defined by the Bank to achieve overall Bank's vision. Preparation of minutes of the meeting, follow-up and ensure timely action taken.
- 7.8.13. Create periodic vendor governance forums to monitor vendor progress, monitor SLA adherence and course correct as required.

- 7.8.14. Develop a plan for delivery of the program objectives along with clear milestones and ownership.
- 7.8.15. Use best-in-class methods to expedite and de-risk projects after project plan is created. Highlight roadblocks and challenges and work with work stream owners to develop underlying solutions in a time bound manner.
- 7.8.16. Enable the right set of internal / external talent to drive the Project Management Office (PMO) in an agile mode Develop testing tools for monitoring return on investments (ROI). This will also include test process assessment and consulting leading to assessable improvements in performance of the bank including streamlining clear and transparent KPIs.
- 7.8.17. PMO setup - identify resource requirement and digital champions across the bank, set up KPIs and success metrics. Bidder is expected to set up Program management office (PMO), which will manage the complete Digital Transformation activities by performing listed, but not limited to below activities:
 - 7.8.17.1. Consultant should deliver a comprehensive program charter for Digital Transformation Project.
 - 7.8.17.2. Consultant should be able to leverage Program Management framework (home- grown / standard) and use pre-defined templates for outputs, reports, plans which would help in efficient program management.
 - 7.8.17.3. Consultant will setup a Project Management Office (PMO) to manage the implementation of Digital Transformation activities as per the plan. PMO will be setup at Digitization Vertical, Union Bank of India, Mumbai.
 - 7.8.17.4. PMO will deliver high level and detailed project plan for each phase.
 - 7.8.17.5. PMO would track and measure metrics with respect to implementation, create and present the insightful dashboard to steering committee.
 - 7.8.17.6. PMO would also highlight the risks, conflicts, roadblocks to the steering committee and ensure that they get addressed on time.
 - 7.8.17.7. PMO would also ensure that there is frequent communication to both internal and external stakeholders on the progress.
 - 7.8.17.8. PMO should be managed on a tool-based platform.
 - 7.8.17.9. PMO would make high level presentations to the senior executives during the course of project as desired by the Bank.
 - 7.8.17.10. Assist the bank in closure of issues pending for resolution.
 - 7.8.17.11. Participate in all technical and functional discussions relating to the projects.
 - 7.8.17.12. PMO to foresee risks and gaps to proposed plan, ensure detailed reporting to align stakeholders at all levels, ensure transparency on delivery
 - 7.8.17.13. Define clear escalation matrices across activities basis ownership, ensure resolution of critical issues in minimum possible time. A clear escalation matrix should be informed to the Bank.
 - 7.8.17.14. Creation of system-based project issues/risk logs and mitigation plans.
 - 7.8.17.15. Set up of digital / automated dashboard and tools to monitor the program progress, enable customizability of these dashboards' basis the needs of the Bank
 - 7.8.17.16. Steering committee and review meetings with senior management on a regular basis
 - 7.8.17.17. Track movement of metrics on a pre-agreed periodicity - Report the metrics and the implication on value/ROI from project to key stakeholders.

- 7.8.17.18. Determine business value/ROI from each of the strategic IT projects - Calibrate departure from ROI from initial estimate owing to changes during execution.
- 7.8.17.19. Provide value assurance - Early warning and intervention - Outside-in review of key risks based on project- type, complexity, execution plan, etc.
- 7.8.17.20. Identify interventions needed and convene stakeholders for course correction.
- 7.8.17.21. Resolve conflicts between business and project teams - Align deliverables between business and IT stakeholders.
- 7.8.17.22. Determine approach for handing over on-going responsibilities - Transition Roadmap and Execution Plan.
- 7.8.17.23. Prepare an effectiveness report on functioning in the preceding projects managed by the, detail its success, failures, lessons learnt and measures to be taken.
- 7.8.17.24. During Implementation phase, Bidder is expected to take ownership of strategy and plan execution for all work streams while working in close association with other vendors and partners of the Bank.
- 7.8.17.25. Obtain consensus and sign-off from the Bank on the defined implementation plan.
- 7.8.17.26. Bidder's team running the Program Management Office (PMO) will act as link between Bank's Management and System Integration Partner appointed by the Bank.
- 7.8.18. Implementation Project Management - Delivery Management**
 - 7.8.18.1. Facilitate ongoing governance mechanism to highlight the development status and presenting the status in these governance review discussions
 - 7.8.18.2. Creating and publishing dashboards
 - 7.8.18.3. Customer satisfaction survey, Customer Feedback / Complaint analysis, Critical Analysis of the feedback
 - 7.8.18.4. Review the progress of IT development / activities through weekly IT Coordination meeting. Presenting the monthly status before the High-Level top management committee.
 - 7.8.18.5. Initial design of go-to-market strategy, including assessment of levers to drive customer onboarding and activation
 - 7.8.18.6. Publishing a tracker of all development progress across stages (development, Sanity, User Acceptance Testing, CISO-Security, etc.,) for the customer journeys across channels
 - 7.8.18.7. Preparation of content for training programs.
 - 7.8.18.8. Prepare Standard Operating Procedures (SoP), guidelines, Manuals, both for internal and external use. Customer survey to understand customer experience and improve MVPs.
 - 7.8.18.9. Define the training roadmap for Bank Branch Staff around the Digital Bank initiatives
 - 7.8.18.10. Analysis of cost benefit, RoI from Digital Platform
 - 7.8.18.11. Project management of follow-up discussions with identified partners including assisting the Bank team in closing out the commercial and operational arrangements.
 - 7.8.18.12. Project management for ensuring roll-out readiness across channels for full-fledged launch of MVPs

- 7.8.18.13. Designing tailored marketing campaigns (offline and online) around the features of each MVPs launch
- 7.8.18.14. Knowledge transfer to Bank staff across all the Digital Bank initiatives
- 7.8.18.15. Post Implementation Review and System Integrator Services
- 7.8.18.16. Coordinating with key stakeholders to review the performance parameters to ensure scale up as per the business plan.

List of Deliverables: Total Project Duration: 36 Months

- Design Phase: 4 months (M1-M4) and Vendor Selection and Onboarding: 6 months (M1-M6)
- **Implementation (Digital Platform) Phase: (M7-M36)**
 - Environment Setup: 2 Months (M7-M8)
 - Wave-1: 6 months (M9-M14)
 - Wave-2: 6 months (M15-M20)
 - Wave-3: 4 months (M21-M24)
 - Wave-4: 4 months (M25-M28)
 - Wave-5: 4 months (M29-M32)
 - Wave-6: 4 months (M33-M36)

Design Phase: - (4 months) (M1-M4) covering below deliverables module wise: -

Section	Deliverables
Section 1: Digital Strategy and Digital Business Services Model	<ul style="list-style-type: none"> • PMO Setup • Digital Strategy Document • Gap Assessment • Digital Blueprint and High-Level Business Plan • Digital Business & Operating Model • Digital Liability & Lending Policy • Digital Operation & Channel Policy • Digital Transformation Roadmap • Product Program Design • Digital Marketing Strategy • Rollout plan for the entire population and adoption • Digital collections capabilities include Re-designing the operating model and workflows for ensuring higher collections efficiency and performance • Digital Collections platform: Platform for Case management, workflow management, Legal management (SARFAESI stages), Communication (Notice tracking etc) • List of MVPs identified with the bank to be implemented after the Design Phase in 6 waves
Section 2: - Digital Customer Experience Services (Mobile / Web Channel / Assisted)	<ul style="list-style-type: none"> • Unique & Innovative Digital Product • Customer Experience Strategy & Design • Future roadmap of Mobile Banking, UPI, Internet Banking (Retail & Corporate) and Migration Plan • Customer Journey Design /to-be design thinking based UI/UX and rolled out in coordination with Platform SI(SI (Journey design already given by the existing consultant shall be used)

Section	Deliverables
	<ul style="list-style-type: none"> Digital Customer Journeys across all MVPs defined across 6 waves(Journey design already given by the existing consultant shall be used)
Section 3: Ecosystem Partnerships Strategy design and Implementation in the entire digital Bank platform	<ul style="list-style-type: none"> Ecosystem Strategy and Framework and Operating Model Ecosystem Partnerships Design of Customer Journeys and front to back process maps Formulate the business / commercial models, service co-creation with Fintech platforms etc., Functional solutions document to be addressed by Fintechs Scope of work of the empanelled Fintech Identification and introduction to FinTech across identified use cases Fintech onboarding document
Section 4: Digital Technology and Cyber security services	<ul style="list-style-type: none"> Digital Platform Assurance IT Assessment & Roadmap: Current State Assessment and Gap Analysis of existing applications, existing infrastructure and existing cyber security set up Review of envisaged Digital Platform Blueprint, Enterprise Architecture, Business Continuity and technology resilience, cyber and IT security, Capacity Planning, applications, integrations, data flow, and infrastructure by the new Digital Platform SI. Open Banking Framework & Uses Cases for API monetization Platform Strategy, Cloud strategy, Open Banking and API Policy Compliance status to regulatory guidelines with respect to envisaged Digital platform. Digital Platform benchmark for Best in Class and Best in Industry
Section 6: Data and Analytics	<ul style="list-style-type: none"> Data and Analytics current state assessment Data and Analytics future state roadmap and capabilities in the proposed Digital Platform Digital collections capabilities include- Advanced Analytics models - Collections scorecards, Treatment strategy, EWS, Settlement models List of Data & Analytics use cases for identified MVPs with the bank to be implemented after the Design Phase in 6 waves

Vendor Selection and Onboarding: 4 months (M1-M4)

Section	Deliverables
Section 5: Vendor and Partner Selection for setting up of digital platform	<p>RFPs/EOI as part of Digital Transformation which includes but not limited to:</p> <ul style="list-style-type: none"> Digital Platform for setting of Digital Bank including SI Fintech Aggregator Draft Request for Proposal (RFP) for Selection of above SI Assist in Review, finalization & release of RFP

	<ul style="list-style-type: none"> • Assist Bank in RFP process for System Integrator on-boarding and signing of relevant agreements /contract. • Define a performance management framework for System Integrator and Project Monitoring plan.
--	--

Implementation (Digital Platform) Phase: 30Months

- Environment Setup: 2 Months (M7-M8) - Shall Include proposed provisioning of hardware/network, signing of various engagement agreements etc.,
- Wave-1: 6 months (M9-M14)
- Wave-2: 6 months (M15-M20)
- Wave-3: 4 months (M21-M24)
- Wave-4: 4 months (M25-M28)
- Wave-5: 4 months (M29-M32)
- Wave-6: 4 months (M33-M36)

Module	Deliverables
Section 7: - Define Business change approach to measure effectiveness of the digital model and Change Management, Review and Governance of the Digital Transformation Program	<ul style="list-style-type: none"> • Change Management Plan • Communication Plan with internal and external stakeholders • Business Metrics measurement and Monitoring plan post Go Live • Training Plan and Training gaps assessment • Handholding and Knowledge Transfer Document
Section 8: - Program Management, set -up and Implementation and roll-out of entire customer journeys across banking and financial services and next -gen digital platform along with review and governance of the Digital Transformation Project.	<ul style="list-style-type: none"> • Program Charter • Digitization plan for each prioritized journey across 6 waves • Test Cases preparation for all MVPs. • Setting up of Program Management Office (Governance & Reporting) • PMO Dashboards / Presentations to senior management / steering committees covering activity level status on weekly basis • Weekly review with all stakeholders • Vendor Trackers • High level and detailed project plan for each phase • Project status updates to all stakeholders and Management reporting • Project status meetings and Steering committee meetings • Risk, Assumptions, Issues and Dependencies Matrix and Recommendations, Risk Mitigation • Implementation Project Management - Delivery Management • Monitoring and Certifying accomplishment of Program Milestones.

Note: All deliverables will be considered completed only on acceptance and Signoff from the designated Bank SPOC.

8. Project Team

The Selected Bidder will work with the project team for execution of this assignment and will ensure knowledge sharing and transfer all through the assignment. The team of Bidder shall work under the overall guidance and supervision of the Top Executives. As and when need arises, subject matter experts needed to support various aspects of the assignment and should be available to supplement the efforts of the on-site Team.

Bank believes a program of this scale and size will require a team size of more than 15 including team leadership, experts and working team members. The Bank expects a prospective bidder to deploy adequate on-site team of **at least 15 members to support the stage wise implementation activities** for the project. The size of the team may vary depending on project stage and deliverables to be completed.

The team will be responsible for delivering on the above scope. The construct of team can be as below:

1. Program Director
2. Subject Matter Expert (SME) (Banking- Assets, liabilities & payments , across Retail, MSME, Agri and Corporate)
3. Digital Business Services lead
4. Digital Customer Experience lead
5. Ecosystem and Marketplace partnerships lead
6. Digital Technology lead
7. Data and Analytics lead
8. Change Management resources
9. Program management resources

Apart from above full-time roles, the below roles may not be full time but should be available as and when required

1. Risk specialist
2. Cyber security & Compliance resource
3. Infrastructure resource
4. Digital Marketing resource

Each of the Key Personnel must fulfill the following conditions of Eligibility:

Key Personnel	Education Qualification	Length of Professional Experience (minimum)	Experience on eligible assignments
Program Director	Full Time MBA or C.A / MTech/MS	15 years	Senior Consultant with management consulting experience of 10 years or more and having handled at least consultation/ setting up of one Digital Platform/ Digital (projects covered in digital transformation are defined in the technical evaluation criteria) in the capacity as a Project Director.
SME (Banking)	Graduates/ Post Graduate	15 years	15 years of Banking experience of which 5 years in IT & Digital Practice space in senior leadership.

Key Personnel	Education Qualification	Length of Professional Experience (minimum)	Experience on eligible assignments
Digital Business Services lead	Full Time MBA and B.E/B.Tech	8 years	Experience of leading large-scale Digital Transformation engagements in Banks and NBFCs (<i>projects covered in digital transformation are defined in the technical evaluation criteria</i>)
Digital Customer Experience lead	Full Time MBA and B.E/B.Tech	8 years	Experience of leading large-scale Customer Experience/User experience Centre design set up engagements (<i>projects covered in digital transformation are defined in the technical evaluation criteria</i>)
Digital Technology lead	Full Time MBA/M.S/M.Tech and B.E/B.Tech	8 years	Experience of leading large-scale Digital Architecture/Digital Technology/ Digital Transformation / Tech modernization program engagements in Banks and NBFCs.
Data & Advance Analytics Lead	Full Time MBA/M.S/M.Tech and B.E/B.Tech	8 years	Experience of leading large-scale Advanced Analytics / data transformation

Team Composition and Task assignments along with Curriculum Vitae (CV) of the proposed technical staff as per Annexure - S.

The consultant is required to:

1. Deploy its resources across various domain and with experience in core and supporting applications having functional and technical domain knowledge.
2. Creating teams in alignment with project plan to ensure timely delivery
3. Define Requirement of resources who brings experience and expertise on managing large scale Digital Transformation processes.
4. Setting up of the governance structure
5. Defining the communication mechanism for change

Bidder must provide the above details of all the resources as per details in technical bid evaluation table along with documentary evidence to substantiate the experience and skills. Bank may cross check any of the references through any means. Bank may Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case any reference/ experience/ certification/skill set is found to be inadequate/not genuine/forged, for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.

- I. The Consultant must align their resources for this project that are sufficient and capable to execute project on time and with quality, not only for all agreed assignments during, but also a few new requirements that may come up dynamically (if any).
- II. Human resources allocated to the project needs to be consistently available to the Bank for the duration of the engagement. Consultant is responsible to ensure that there

- is no interruption in service, or delaying of committed timelines, due to unavailability of resources, at any time. Unavailability of resources may attract penalty.
- III. Consultant's teams need to work in coordination and fruitful collaboration with Bank's Official and with Bank's existing Service Providers and other stakeholders.
 - IV. Consultant's Team allocated for this project is expected to include broad level, but not limited to key profile roles. Each role may have multiple resources.
 - V. The proposed team shall be composed of experts and specialists in their respective areas of expertise such that the Consultant should be able to complete the Consultancy within the specified time schedule. The resource profiles mentioned above are tentative. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.
 - VI. Bidder may ramp up or ramp downs the resource for various milestones. However initial plan (resource projection from each activity) should be submitted along with the technical bid.
 - VII. The proposed onsite resources are required to work from Mumbai Only
 - VIII. During the assignment, the project director/ leads and key personnel identified for the assignment should to continue their services exclusively for the Bank under this RFP till completion and the substitution of key staff will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation.
 - IX. In such unavoidable circumstances, the selected bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP. However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.
 - X. The Bank will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the bidder to the satisfaction of the Bank.

9. Compliance with IS/Cyber Security Policy

The Bidder shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the selected Bidders. Bidder has to sign Non-Disclosure Agreement by authorized signatory on stamp paper as per format given in the RFP as **Annexure R** some of the key areas are as under:

- Page 34 of 101

- 12.7. The period of contract shall commence from the date of signing of agreement by the selected vendor.
- 12.8. In case the selected bidder refuses to accept/execute the purchase order, Bank reserves the right to forfeit the EMD/security deposit, blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of three years from the date of blacklisting/debarment.

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 (Non-Refundable)

- 14.1.1. RFP document can be purchased against payment of Rs. 25,000/- (Rupees Twenty Five Thousand Only - non-refundable) in the form of a demand draft issued by a scheduled commercial bank favouring Union Bank of India payable at Mumbai or through online transfer to Account No: 804901980050000, Account Name: INWARD RTGS, IFSC: UBIN0580490, Bank: Union Bank of India. In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme.
- 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 and for participation E-procurement site ubi.abcprocure.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/ EMD (Refundable)

- 14.2.1. The bidder should deposit bid security of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh only) in the form of a demand draft favouring Union Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India. Bank Guarantee should be valid upto 180 days from the date of submission of RFP.
- 14.2.2. IFSC Code for issuance of EMD is UBIN0580490.
- 14.2.3. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. Other terms & conditions relating to Bid security is as under:
- 14.2.3.1. No interest will be payable on the Bid Security amount.

- 14.2.3.2. Unsuccessful Bidders" Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure L**.
- 14.2.4. Bid Security will be forfeited in the following cases:
- 14.2.4.1. If a bidder withdraws its bid during the period of bid validity; or
 - 14.2.4.2. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
 - 14.2.4.3. In case of a successful Bidder, if the Bidder fails:
 - 14.2.4.3.1. To execute Contract within the stipulated time or
 - 14.2.4.3.2. To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.
 - 14.2.4.3.3. If the bidder refuses to accept the corrections of errors calculated in accordance with the terms of RFP.
- 14.2.5. The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of (PBG) performance bank guarantee. (Other than Union Bank of India).

14.3. Performance Bank Guarantee (PBG)

The successful bidder shall provide a Performance Bank Guarantee for 10% of contract value/TCO valid for contract period with claim period of additional 60 days, from the date of receipt of purchase order or signing of the contract whichever is earlier in the format as provided in **Annexure O** and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of India.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Also, if any act of the Consultant results in imposition of Liquidated Damages, then the Bank reserves the right to invoke the submitted BG. 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 performance Bank Guarantee shall be liable to be invoked on account of:

- (i) Delay in performing the obligations,
- (ii) Quality of deliverables being not up to the satisfaction of the Bank,
- (iii) Violation of the terms and conditions of the assignment of contract,
- (iv) Sharing of information with outside parties, or
- (v) Failure to submit renewed performance BANK Guarantee during the continuation of the Agreement, if so required.

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

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

14.4. Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the date of 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, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the Bank 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, acceptable to bank, of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority. 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.

- 14.6.1. All pages of the bid shall be initialled 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 initialled 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. RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to digitization@unionbankofindia.com with subject "Request for Proposal (RFP) for Selection of consultant for project management of end to end digital transformation." as per Annexure M

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 Corrigendum on Bank's website www.unionbankofindia.co.in, government tender portal www.eprocure.gov.in or at e-procurement portal ubi.abcprocure.com.

14.8. 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:

14.8.1. **Technical bid - Part I:** "Technical Bid for selection of consultant for project management of end to end digital transformation".

14.8.2. **Commercial bid - Part II:** "Commercial Bid for selection of consultant for project management of end to end digital transformation."

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

14.8.4. In the first stage, cost of RFP document, EMD/security deposit and Integrity Pact (IP) signed by authorized signatory submitted by bidder will be reviewed and if these are as per prescribed format/RFP document then only TECHNICAL BID will be opened online and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for commercial evaluation.

In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are qualified & scored minimum required marks and shortlisted, will be opened.

14.8.5. As a part of technical evaluation, the bidders may be required to give complete presentation of their offer solution.

14.8.6. The successful bidder will be decided based on Techno commercial bid (T1+L1) as per technical commercial evaluation process mentioned in the RFP.

14.9. Technical Offer

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

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

14.9.3. The following three original documents are to be submitted to the bank physically on or before last date & time of bid submission:

14.9.3.1. Cost of RFP of Rs. 25,000/- (Rupees Twenty-Five Thousand Only - non-refundable) in the form of demand draft issued by scheduled commercial bank favouring Union Bank of India, Payable at Mumbai.

14.9.3.2. Bid security of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh only) in the form of a demand draft issued by a Scheduled commercial bank favouring Union Bank of India, payable at Mumbai or Bank Guarantee from commercial Bank other than Union Bank of India.

14.9.3.3. Integrity Pact (IP) as provided in **Annexure K** is to be submitted physically. It should be on plain paper duly signed by authorized signatories of the company/Firm/Organization.

14.9.4. The following documents are to be submitted online at the e-procurement site <https://ubi.abcpurchase.com>:

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

14.9.4.2. Annexure A - Letter of Acceptance

14.9.4.3. Annexure B - Bidder's Profile Format

14.9.4.4. Annexure C - Eligibility Criteria

14.9.4.5. Annexure D - Bid Security Declaration

14.9.4.6. Annexure E - Compliance to RFP Terms & Conditions

14.9.4.7. Annexure G - Declaration for Compliance

14.9.4.8. Annexure H - Undertaking by Bidder

14.9.4.9. Annexure I - Confidentiality / Non-Disclosure Agreement

14.9.4.10. Annexure J - Reference Site Details

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

14.9.4.12. Annexure Q - Certificate for RFP Cost Waiver for MSME/NSIC firms

14.9.4.13. Annexure R - Undertaking of Information Security

14.9.4.14. Annexure S - List of Members of the Consultancy Team & CV

14.9.4.15. Annexure T - Approach and Methodology Paper

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

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

14.9.4.18. 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.

14.9.4.19. Documents and brochures pertaining to consultancy services.

14.9.4.20. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid.

- 14.9.4.21. The bidder should ensure that all the annexure are submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 14.9.5. 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.
- 14.9.6. 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.
- 14.9.7. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed/performed any project successfully/satisfactorily in Union Bank of India in stipulated time i.e. supply, Installation, Implementation etc.
- 14.9.8. 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, Government tender portal as well as e-procurement portal 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.

14.10. Commercial Offer

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

- 14.10.1. The Commercial Offer (Part - II) should be submitted online at the e-Procurement site as per Annexure F by way of entering the values in the format provided at the site. This must contain all price information in Indian currency only.
- 14.10.2. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

14.11. Technical Bid Evaluation

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

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.

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.

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

14.12. Opening and Evaluation of Technical Bid

14.12.1. In the first stage, only the Technical Bids will be opened and evaluated by technical evaluation committee. The short listing will be based on various parameters as per the terms of the tender documents, responses, referrals, presentations, technology, past experience, financial strength, etc. The bidder who meets all eligibility criteria will be called for presentation of proposed services to enable them to have detailed evaluation.

14.12.2. The presentation should cover all the aspects of the technical bid evaluation criteria explained as above. The bidder must also ensure that the details sought in the annexure as specified in the RFP are aptly covered. The bidder may share any other information or highlight their key achievements related to the scope of work. Presentation should be made by the employee on the roll of the respective bidder firm as on bid submission date and no hiring of outsider for presentation will be allowed. The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence.

14.12.2.1. As a part of the evaluation process, Bank will carry out the exercise of substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all the terms and conditions of bidding document without material deviation.

14.12.2.2. Bids which do not fulfil the eligibility criteria / conditions relating to Bidders credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.

14.12.2.3. Bank may, during the process of technical evaluation, call for any clarifications/ additional particulars required on the technical bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

- 14.12.2.4. Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.
- 14.12.2.5. First of all, the RFP Cost, EMD and Integrity Pact will be verified. If any RFP Cost/EMD/Integrity Pact is not found in order, that bidder will be declared ineligible for further participating in the tender process.
- 14.12.2.6. After that technical bids will be opened & evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and conforming compliance to all the terms and conditions of RFP document would be further evaluated on technical parameters.
- 14.12.2.7. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
- 14.12.2.8. Failure of a bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. Giving mere presentation should not be considered as being qualified / shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.
- 14.12.2.9. Finally, the technical proposal of the bidder will be scored as per the Combined Technical-Commercial Evaluation Process.

14.12.3. The Bidders have to showcase their past success stories in providing similar consultancy with focus on strategy adopted, skillset of resources deployed, timeline adherence etc., Further, to present their understanding of scope of work and strategies devised way forward for the bank.

14.12.4. Technical Evaluation criteria will include following:

Sl. No	Evaluation Criteria	Maximum Marks
1	<p>Experience and Credentials in Digital Transformation* in India with Banks / BFSI / NBFC ongoing / Completed in last 7 years from the date of RFP with minimum duration of 06 months.</p> <p>Each completed project will carry 2 marks each and ongoing project with minimum project duration of 06 months, 1 mark each, subject to maximum 10 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p> <p>*Digital Transformation assignments as defined in eligibility criteria 6 point (4)</p>	10
2	<p>Experience of Digital Transformation* in global banks</p> <p>Each distinct Global Bank completed Projects will carry 2 marks each and ongoing project with minimum project duration of 06 months, 1 mark each, subject to maximum 10 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p>	10

Sl. No	Evaluation Criteria	Maximum Marks
	*Digital Transformation assignments as defined in eligibility criteria 6 point (4)	
3	<p>Setting up of platform for Digital Bank^s related projects ongoing / completed for Banks in India having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP, along with their integration in banking application.</p> <p>Number of completed projects in last 5 years: (a) for two or more such projects: 10 marks, (b) for one project: 5 Marks (c) If, no such project: Nil.</p> <p>Incase of ongoing projects with minimum project duration of 6 months in the last 5 years, 2 marks for each project subject to overall ceiling of 10 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder. Digital Bank^s set up for any of the below areas: 1. Digital Liabilities 2. Digital Lending 3. Digital Payment Services offered over Internet and not through physical branches.</p>	10
4	<p>No. of distinct Schedule Commercial Banks (SCB) in India wherein Digital Transformation* projects minimum duration of 6 months ongoing / completed, having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP:</p> <p>Each distinct SCB will carry 2 marks each, subject to maximum 10 marks. Incase of ongoing projects with minimum project duration of 6 months in the last 5 years, 2 marks for each project subject to overall ceiling of 10 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p> <p>*Digital Transformation assignments as defined in eligibility criteria 6 point (4)</p>	10
5	<p>Relevant consulting experience on Marketplace related projects ongoing/completed in NBFC#/ FIs / Banks in India, having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP along with their integration in banking application.</p> <p># -(In case of NBFCs / Small Finance Banks business mix of Rs. 20,000.00 Crores or above.)</p> <p>Number of completed projects in last 5 years.</p>	3

Sl. No	Evaluation Criteria	Maximum Marks
	<p>(a) for two or more such projects: 3 marks, (b) for one project: 1 Marks (c) If, no such project: Nil.</p> <p>In case of ongoing projects with minimum project duration of 6 months in the last 5 years, 0.5 marks for each project subject to overall ceiling of 3marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p>	
6	<p>Setting up Advanced Analytics and Data platform related projects Ongoing / completed in Banks / NBFCs / FIs in India, having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP, along with their integration in banking application.</p> <p># -(In case of NBFCs / Small Finance Banks business mix of Rs. 20,000.00 Crores or above.)</p> <p>Number of completed projects in last 5 years. (a) for two or more such projects: 3 marks, (b) for one project: 1 Marks (c) If, no such project: Nil.</p> <p>Incase of ongoing projects with minimum project duration of 6 months in the last 5 years, 0.5 marks for each project subject to overall ceiling of 3 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p>	3
7	<p>Consultancy in Cyber Security related projects completed for Banks in India having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP, along with their integration in banking application.</p> <p>Number & quality of projects completed in last 5 years and their relevance to the current RFP. (a) for two or more such projects: 3 marks, (b) for one project: 1 Marks (c) If, no such project: Nil.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p>	3
8	<p>Consultancy in CRM / Digital Marketing related projects ongoing / completed for Banks / FI / NBFCs # in India having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP, along with their integration in banking application.</p> <p># -(In case of NBFCs / Small Finance Banks business mix of Rs. 20,000.00 Crores or above.)</p> <p>Number of completed projects in last 5 years.</p>	3

Sl. No	Evaluation Criteria	Maximum Marks
	<p>(a) for two or more such projects: 3 marks, (b) for one project: 1 Marks (c) If, no such project: Nil.</p> <p>In case of ongoing projects with minimum project duration of 6 months in the last 5 years, 0.5 marks for each project subject to overall ceiling of 3 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p>	
9	<p>Consultancy in Cloud Strategy /Cloud implementation related projects ongoing / completed in NBFCs# / Banks, having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP, along with their integration in banking application.</p> <p>#-(In case of NBFCs / Small Finance Banks business mix of Rs. 20,000.00 Crores or above.)</p> <p>Number of completed projects in last 5 years. (a) for two or more such projects: 3 marks, (b) for one project: 1 Marks (c) If, no such project: Nil.</p> <p>In case of ongoing projects with minimum project duration of 6 months in the last 5 years, 0.5 marks for each project subject to overall ceiling of 3 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p>	3
10	<p>Consultancy in Robotics Process Automation (RPA)/ AI / ML related projects ongoing / completed in NBFCs# / Banks in India, having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP, along with their integration in banking application.</p> <p>#-(In case of NBFCs with asset size / Small Finance Banks business mix of Rs. 20,000.00 Crores or above.)</p> <p>Number of completed projects in last 5 years. (a) for two or more such projects: 3 marks, (b) for one project: 1 Marks (c) If, no such project: Nil.</p> <p>In case of ongoing projects with minimum project duration of 6 months in the last 5 years, 0.5 marks for each project subject to overall ceiling of 3 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p>	3
11	<p>Consultancy in Customer Experience / UI/UX related projects ongoing/completed for Banks in India having business mix of Rs. One Lakh Fifty thousand crore or above as on the date of RFP, along with their integration in banking application.</p>	3

Sl. No	Evaluation Criteria	Maximum Marks
	<p>Number of completed projects in last 5 years. (a) for two or more such projects: 3 marks, (b) for one project: 1 Marks (c) If, no such project: Nil.</p> <p>In case of ongoing projects with minimum project duration of 6 months in the last 5 years, 0.5 marks for each project subject to overall ceiling of 3 marks.</p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p>	
12	<p>Permanent consultant on their payroll (a) 300 and above permanent consultant: 3marks, (b) less than 300: 1 Marks</p> <p>Documentary proof satisfying the criteria should be submitted from HR on the letter head.</p>	3
13	<p>Number of years in IT consultancy (a) Above 7 years : 3 marks, (b) 5 years to 7 years : 2 Marks</p> <p>Documentary proof satisfying the criteria should be submitted on the letter head.</p>	3
14	<p>Reference Clients feedback of the consulting firms relating to projects Digital Bank Platform and Digital transformation* of processes. Satisfactory feedback/ recommendations from clients of the consulting firm through official eMail/Letter.</p> <p>(a) If supported by three or more reference: 3 marks (b) If supported by two reference: 2 marks (c) If supported by one reference: 1 marks (d) Not supported by any reference: Nil.</p>	3
15	<p>Approach & Methodology Annexure T - Approach & Methodology Paper Interaction/clarification during presentation.</p>	10
16	<p>Bidder Presentation & Interview- The presentation of the bidder should broadly include, but not restricted to, the areas specified as follows</p> <ul style="list-style-type: none"> • Profile of the company • Understanding of the Program Objective, Scope, proposed approach • Team Deployment: Key Resource/proposed team profile to be deployed for the project (Interview /Interaction with mandatory team construct members, rest CV based.) • Key Challenges- Risks and Mitigation Measures, time frame for implementation, etc., 	20
Total Marks		100

14.13. Commercial Bid Evaluation

- 14.13.1. Post technical evaluation, commercial bid of only those bidders will be opened who will comply with all the eligibility criteria, confirm compliance to all the terms & conditions and will score **minimum 70% marks** in the Technical Evaluation Stage.
- 14.13.2. 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.
- 14.13.3. Commercial bid should be submitted online as per format **provided in Annexure F.**

14.14. 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:

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C etc.) will be computed using the formula, $T = \text{Marks of B} / \text{Marks of highest scorer A} \times 100$.

Similarly, Commercial score of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula $\text{Combined Score} = \text{Cost of L1 bidder (C)} / \text{Cost quoted by bidder} \times 100$.

A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weight age of **80% for technical and 20% for commercials** as detailed below.

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.

Formula for calculating the Combined Score of technically qualified bidder is as follows.

$$H = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Whereas: H = Combined Score

T= Technical Score ; T High = Highest Technical Score among the bidders

C= Commercial Quote; C Low = Lowest commercial quote of C among the bidders

Example:

Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)

A	95	71	$95/95 \times 80 = 80.0$	$60/71 \times 20 = 16.90$	$80.0 + 16.9 = 96.90$ (H-1)
B	85	65	$85/95 \times 80 = 71.60$	$60/65 \times 20 = 18.50$	$71.6 + 18.5 = 90.10$ (H-2)
C	80	60	$80/95 \times 80 = 67.40$	$60/60 \times 20 = 20$	$67.4 + 20 = 87.40$ (H-3)

In the above example, Bidder A with highest score (H-1) becomes the successful Bidder. 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 (H-1).

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's decision on techno-commercial evaluation is FINAL.

14.15. Bank's Right to accept or Reject any Bid or all Bids

Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of RFP. 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 said terms and conditions.

15. Award of Contract

On completion of techno commercial evaluation of bids, Bank will determine the H1 bidder based on marks obtained through Technical and Commercial evaluation and contract will be awarded to bidder who scores highest marks.

16. Price Composition

- 16.1. Total cost of Ownership (TCO) is for 36 months or period of deliverables under this contract whichever is earlier. The Bidders should quote prices strictly as per the price composition stated in commercial bid failing which the offers are likely to be rejected.
- 16.2. The commercial bid should be quoted in the commercial bid format attached as **Annexure F to this bid.**
- 16.3. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 16.4. 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.
- 16.5. Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

- 16.6. Bank will not pay any Labour charges, incidental chargers, transportation, conveyance and miscellaneous expenditure separately. All such costs, if any, should be absorbed in the TCO only.

Note: The bidder will have to make their own travel & lodging/boarding arrangements during contract period for visiting various offices namely Central Office, Digitization Vertical/other verticals, IT centres, DR sites etc. as part of the project.

17. Taxes and Duties

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

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

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

18. Rejection of Bid

Bidder is required to submit their bid online only and the Bid is liable to be rejected if:

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

19. Modification and Withdrawals of Bid

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

20. Pre-Bid Meeting

Bidders are required to submit pre-bid queries, within the stipulated timelines as per **Annexure M** through email (in excel format only).

Bank may, at its sole discretion, organize a pre-bid meeting, to resolve any queries, bidders may have. Any further information will be provided to all bidders by Bank as corrigendum. Any clarification on queries raised by any bidder will be communicated to all bidders. The exact date, time and location of the pre-bid meeting, if any, is as already stated in this RFP.

The queries submitted before pre-bid meeting, will only be discussed in the pre-bid meeting and their subsequent responses will be uploaded on to Bank's website and Government tender portal as well as e-procurement portal.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending pre-bid are also required to submit a copy of their I-Card issued by their company.

No person shall be allowed to attend the Pre-Bid meeting without proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or Aadhaar card, etc. will not be accepted)

Bidders are required to go through the RFP and any subsequent Corrigendum meticulously and submit their bid timely to avoid any last-minute issues.

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 Prebid Meeting, 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 e-Procurement site <https://ubi.abcpocure.com>.

21. 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 uploaded on e-Procurement site ubi.abcpurchase.com within stipulated date & time mentioned in the RFP.

22. Payment Terms

The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the Bank during the course of the assignment, the Bank will not pay the fees quoted by the Bidder in the price bid against such activity/item.

Broad terms of release of payment (Deliverables Accepted by Bank Team):

- I. **Design Phase: 10 %**
- II. **Vendor Selection and Onboarding: 10%**
- III. **Implementation phase: 70%**
- IV. **Bank Growth Phase: 10%**

I. Design Phase: 10%

#	Payment Milestones	% Payment
a)	Section 1: Digital Strategy and Digital Business Services Model deliverables defined in list of deliverables	2%
b)	Section 2: - Digital Customer Experience Services (Mobile / Web Channel / Assisted) deliverables defined in list of deliverables	2%
c)	Section 3: Ecosystem Partnerships Strategy design and Implementation deliverables defined in list of deliverables	2%
d)	Section 4: Digital Technology and Cyber security services deliverables defined in list of deliverables	2%
e)	Section 6: Data & Analytics Platform Services deliverables defined in list of deliverables	2%

II. Vendor Selection and Onboarding: 10%

#	Payment Milestones	% Payment
1.	EOI & RFP Phase Completion <ul style="list-style-type: none"> Digital Platform for setting of Digital Bank including SI Fintech Aggregator/Digital LOS 	5%
2.	PO issuance and Acceptance for below vendors <ul style="list-style-type: none"> Digital Platform for setting of Digital Bank including SI Fintech Aggregator/Digital LOS 	5%

III. Implementation Phase: 70%

Payment Milestones	% Payment
--------------------	-----------

Go Live of Wave-1	15%
Go Live of Wave-2	15%
Go Live of Wave-3	15%
Go Live of Wave-4	10%
Go Live of Wave-5	10%
Go Live of Wave-6	5%

IV. Digital Platform Growth Phase: 10%

Payment Milestones - Digital Platform Track - Post M36#	% Payment
Positive quarter on quarter Business Growth Post Wave-1 till M36	4%
Positive quarter on quarter Business Growth Post Wave-2 till M36	4%
Positive quarter on quarter Business Growth Post Wave-3 till M36	2%

#If any quarter is in negative growth, it should be only one quarter and should not be consecutive quarter in each waves so as to process the payment.

- 22.1. Deliverable accepted by the Bank and signoff provided, shall be considered for payment release.
- 22.2. The Bank shall provide sign off for each stage of payment of fees after satisfying with the completion of deliverables and number of resources deployed in the Project.
- 22.3. Payment to the Consultant will be made subject to satisfaction of the Bank regarding the above phase wise deliverables based on the defined scope, after deducting tax deductible at source as per applicable laws of land
- 22.4. No special pay, allowance or freight expenses will be paid by the Bank except fees to the Consultant. The Consultant shall bear all the expenses.
- 22.5. No additional expenses, whatsoever, would be paid over and above that prescribed above (except otherwise agreed by the Bank). The bills will be submitted to the Bank and payment thereof shall be made directly to the corporate account of the Consultant.
- 22.6. All expenses, stamp duty and other charges / expenses in connection with execution of this Agreement shall be borne by Consultant alone
- 22.7. Payments of Invoices:
 - 22.7.1. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (Thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.
 - 22.7.2. The Bank may withhold payment of any charges that it disputes in good faith, and may set-off against penalty amount and any other amount which the Consultant owes to the Bank against charges payable to the Consultant under this Agreement.
 - 22.7.3. In case of delay in respect of timelines for designing, roll-out and implementation mentioned in this document, the committee shall decide whether or not the delay is attributable to the Consultant. In case, the committee determines that the delay is not attributable to the Consultant, the Bank shall release the payment.

23. Order Cancellation/ Termination of Contract

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

- 23.1.1. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.
- 23.1.2. Serious discrepancies noted in the inspection.
- 23.1.3. Breaches in the terms and conditions of the Order.
- 23.2. The Bank reserves the right to cancel /terminate the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
 - 23.2.1. Non submission of acceptance of order within 7 days of order.
 - 23.2.2. Non submission of Performance Bank Guarantee as per terms of RFP.
 - 23.2.3. Excessive delay in execution of order placed by the Bank.
 - 23.2.4. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 23.2.5. The bidder goes into liquidation voluntarily or otherwise.
 - 23.2.6. Misconduct of the bidder or any of its staff/employees or representatives which affects execution of the contract/loss of reputation/financial risk to bank.
 - 23.2.7. Any third-party claim against bank, loss/damage to bank arising due to bidder/bidder's omissions, errors.
 - 23.2.8. Non execution of agreement/s within the time stipulated by bank.
- 23.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.
- 23.4. After the award of the contract, if the selected bidders does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract.
- 23.5. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 23.6. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

24. 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 three years and can be extended on Bank's discretion on mutually agreed terms on approval from competent authority. The contract will be deemed completed only when all the contracted services by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the successful bidder.

25. Liquidated Damages (LD) / Penalties for Delay

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

- 25.1. LD for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 1% (One Percent) of total project cost for delay of one month or part thereof each time, subject to maximum of 10 % (Ten percent) of the total consideration. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination of the contract or purchase order. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Consultant.
- 25.2. The contract price for calculation of LD is TCO.
- 25.3. The overall LD during implementation will be to a maximum of 10% of the total cost of the project.
- 25.4. 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.
- 25.5. Part of week will be treated as a week for this purpose.
- 25.6. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- 25.7. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.
- 25.8. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

26. Service Level Agreement

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.

RBI/Regulatory authority may inspect Project management process/Services of successful bidder during the contract period.

- 26.1. Contractual obligations of the Bank and Consultant shall be measured against the deliverables as agreed upon in SLA. The Consultant is required to set up PMO on the site as detailed in the Scope of Work and onsite services are to be provided by the Consultant's resources.
- 26.2. In the times of emergency situations like current situation of Covid 19, the Consultant shall obtain prior permission in writing from the Bank for working from home or working

27. Authorized Signatory

28. Review of Consultancy Services

29. Substitution of Programme Team Members

- Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.
- Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.
- In case of the next 10% replacement, the reduction in remuneration may be equal to 10% and for third 10% replacement such reduction may be equal to 15%.

In such unavoidable circumstances, the selected bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP.

However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

30. Adherence to Standards

The selected bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities that are applicable only to the services to be provided by Bidder under the agreement. During the course of assignment, the selected bidder should provide professional and impartial suggestive measures and advices keeping the Bank's interest as paramount and should observe the highest standard of ethics while executing the agreement. The Bank reserves the right to ascertain information from the other banks and institutions to which the bidders have rendered their services for execution of similar programmes / assignment and to take feedbacks from high ranking officials for assessment and selection. Any misrepresentation of facts, figures and related information may cause non-selection or rejection of the Bidder/s.

31. Limitation of Liability

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

32. Confidentiality

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

- 32.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- 32.2. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 32.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 32.4. To treat all Information as Confidential Information.

32.5. The Selected Bidders shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in **Annexure I** immediately on issuing the purchase order/letter of intent and before initiation of work by consultant.

33. Indemnity

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

33.1.1. An act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,

33.1.2. Breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder

33.1.3. Use of the deliverables and or services provided by the Bidder,

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

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

33.1.4.2. The Bidder has sole control of defense and all related settlement negotiations,

33.1.4.3. The Bank provides the Bidder with the assistance, information and authority as it deems fit to perform the above.

33.2. It is clarified that the bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

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

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

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

- 33.5.1. IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - 33.5.2. Negligence and misconduct of the Bidder, its employees, and agents.
 - 33.5.3. Breach of any terms of RFP, Representation or Warranty.
 - 33.5.4. Act or omission in performance of service.
 - 33.5.5. Loss of data due to any of the reasons mentioned above.
 - 33.5.6. Non-compliance of the bidder with Laws/Governmental /regulatory Requirements
- 33.6. In the event that the Bank is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense will undertake to defend the Bank.
- 33.7. It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
- 33.8. On its part, the Bank will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- 33.9. The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.

34. Intellectual Property Rights

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

- 34.1. 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.
- 34.2. 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.
- 34.3. 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.

35. 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

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.

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.

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

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

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

- Page 59 of 101

38.4. Incase of local lockdowns and /or travel restrictions imposed by Central / State Govt. due to the prevailing COVID Pandemic, onsite travel/availability will be reconsidered.

The Bank reserves the right to cancel /exit the contract with immediate effect without notice in the event of happening one or more of the following conditions:

- In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

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 bidders.

The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following by giving 30 days' notice:

- Page 60 of 101

- 40.7. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 40.8. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- 40.9. The average uptime of the “working time” in 3 (three) consecutive months of all together is less than 90%.
- 40.10. If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- 40.11. Selected bidder is found to be indulging in frauds.
- 40.12. The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- 40.13. In the event of sub contract or assignment contrary to the terms of agreement.

41. RFP Ownership

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

42. 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.

43. Sub Contract

Sub-contracting is not allowed in this RFP. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the bank.

44. Conflict of Interest

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

Bidders 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.

45. Tender/RFP Cancellation

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

46. 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.

47. 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.

48. 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.

49. Submission of Bids

The bidders have to submit bid through Online except Bid security, Cost of RFP and Integrity Pact. All documents as per requirement of RFP must be uploaded on the site <https://ubi.abcprocure.com>. Original DD/BG for Cost of RFP, EMD and Integrity Pact (IP) must be submitted physically in sealed cover in tender box placed at reception at the following address on or before scheduled date and time.

To,
General Manager,
Union Bank of India,
Digitization Vertical, Central Office,
10th Floor, Naman Centre, G Block, BKC,
Bandra (E), Mumbai - 400 051

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

50. Resource

Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at Bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the Bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the Bank and it would be responsibility of selected bidder to address such issues without involving the Bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the Bank that data has been compromised/ disclosed/ misused/ misappropriated then Bank would take suitable action as deemed fit and selected vendor would be required to compensate the Bank to the fullest extent of loss incurred by the Bank. Bidder is expected to adhere Bank's request for removal of any personnel, if Bank notice any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the Bank in this regard would be final and binding upon the selected vendor.

Resources should be available at Bank's site on working days. 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 in Annexure I.

51. Annexure A - Letter of Acceptance

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

To,

Union Bank of India
Digitization Vertical, Central Office
10th Floor, Naman Centre,
G Block, BKC
Bandra (E), Mumbai - 400 051

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of consultant for project management of end to end digital transformation.

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 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. 1,50,00,000/- (Rupees One Crore Fifty Lakh only) favouring Union Bank of India and payable at Mumbai, towards bid security, details of the same is as under:

No. :

Date :

Name of Issuing Bank :

Dated at _____ this _____ day of _____ 2021

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)

52. 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)	Operating Profit (Rs. in Crores)
	2018-19		
	2019-20		
	2020-21		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	
8	Number of years of experience in similar project		

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

Dated this..... Day of 2021

(Signature)

(In the capacity of)

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

53. Annexure C - Eligibility Criteria

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as on RFP issuance date, Registered with the GSTN and should have been in the business of providing of Consultancy Services for a period of at least 5 years as on date of RFP.	Copy of Incorporation / Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
2	Bidder should have minimum turnover of Rs. 150 Crores during the last two financial years in India from consulting services.	CA Certified documentary proof satisfying the criteria should be submitted.
3	Bidder should have positive operating Profit (as EBDITA i.e., Earnings before Depreciation, Interest, Tax & Amortization) in each of the last three financial years, (2018-19, 2019-20 and 2020-21).	Copy of the audited balance sheet of the company showing the same should be submitted. In case the audited financials for the year 2020-21 is not available, CA Certificate certifying positive EBDITA/ Turnover / Net worth should be submitted.
4	<p>Bidder should have consulting experience of at least one assignment during last 7 years (minimum duration of 6 months for individual assignment) in the nature of digital transformation* ongoing / completed of Scheduled Commercial Banks / NBFC / PSU / BFSI / in India or global having business mix of Rs. 1,50,000 crores and above at the time of project execution.</p> <p>Digital Transformation* includes any of the below:-</p> <ul style="list-style-type: none"> • Omni-channel Customer Experience • Digital Lending • Digital Liabilities • Full-fledged Digital Bank[#] • Digital financial superstore / market place • Advanced Analytics and Data platform • Artificial Intelligence (AI) / Machine Learning (ML)/ Robotic Process Automation (RPA) / Distributed Ledger Technology (DLT) / Cloud Native Platform • Customer Relationship Management (CRM) 	<p>For global experience, the currency conversion rate equivalent to INR will be considered prevailing on the date of better evaluation date purchase order.</p> <p>A copy of engagement letter/work order/ letter of award / email to bank from client's official email-id for each assignment to be furnished by the bidder.</p>

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
6	Bidder should have minimum staff strength of at least 200 professionals on its payroll. Of which, company should have the following qualified professional in their payroll: vi. Digital Business - 10 vii. Data & Analytics - 10 viii. Technology Expert -10 ix. Digital Customer Experience-10 x. Information Security / Audit -10	An undertaking signed by the company secretary of the bidder must be submitted along with the technical bid as proof of document. Profile of the employees along with name, qualification, experience should be furnished on the company's letter head.
7	The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	Self-declaration to this effect on the company's letter head should be submitted as per format given as Annexure H.
8	Bidder to provide an undertaking on their letter head that all the functional requirements as part of scope of work are covered in totality in the proposal submitted by the bidder.	A Self-Declaration to be furnished by the Bidder on the Company's letter head
9	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head

Restriction:

- Selected bidder of this project will not be permitted to participate in any of the RFPs, which are under scope of this RFP. (Section 7.5.5)
- Bidder shall provide an undertaking that there is no conflict of interest whatsoever with ongoing projects

- a. Bidder must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer.
- b. 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.
- c. 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.
- d. All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.
- e. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
- f. Bidder should submit detailed response along with documentary proof for all the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- g. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
- h. Bidders to submit relevant documentary evidence for all parameters mentioned.
- i. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
- j. All Annexure must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
- k. All third-party documents must be signed by their authorized signatory and his/her designation; Official e-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.

Business Address & email id:

54. Annexure D - Bid Security Declaration

To,

Union Bank of India
Digitization Vertical, Central Office
10th Floor, Naman Centre,
G Block, BKC
Bandra (E), Mumbai - 400 051

Dear Sir,

Subject: Request for Proposal (RFP) for Selection of consultant for project management of end to end digital transformation.

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)

55. Annexure E - Compliance to RFP Terms & Conditions

S. No.	Clause Details	Bidder's Compliance (Yes/No)
1	Introduction	
2	Integrity Pact (IP)	
3	Definition	
4	Project Overview & Objectives of the RFP	
5	Invitation of Tender Bids	
6	Eligibility Criteria	
7	Broad Scope of Work & Key Deliverables	
8	Project Team	
9	Compliance with IS/Cyber Security Policy	
10	Cost & Currency	
11	Price Validity and Single Point of Contact	
12	Acceptance of Offer	
13	Language of Bid	
14	Instructions for Bid Submission	
15	Award of Contract	
16	Price Composition	
17	Taxes and Duties	
18	Rejection of Bid	
19	Modification and Withdrawals of Bid	
20	Pre-Bid Meeting	
21	RFP Response	
22	Payment Terms	
23	Order Cancellation/ Termination of Contract	
24	Contract Period	
25	Liquidated Damages (LD)/Penalties for Delay	
26	Service Level Agreement	
27	Authorized Signatory	

S. No.	Clause Details	Bidder's Compliance (Yes/No)
28	Review of Consultancy Services	
29	Substitution of Programme Team Members	
30	Adherence to Standards	
31	Limitation of Liability	
32	Confidentiality	
33	Indemnity	
34	Intellectual Property Rights	
35	Minimum Wages	
36	Non-Transferable Offer	
37	Responsibility for Completeness	
38	Force Majeure	
39	Exit Clause	
40	Termination of Contract	
41	RFP Ownership	
42	Proposal Ownership	
43	Sub Contract	
44	Conflict of Interest	
45	Tender / RFP Cancellation	
46	Publicity	
47	Arbitration	
48	Jurisdiction	
49	Submission of Bids	
50	Resource	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

56. Annexure F - Commercial Bid

Description	Amount in (Rs.) Exclusive of GST
Consultancy Fee for Project Management of end to end digital transformation	
Total Cost to Ownership (TCO) for Three Years	
TCO in Words	

Notes:

1. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes.
2. All the costs mentioned above must be quoted in Indian Rupees and exclusive of taxes.
3. Amount must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes. In case of any discrepancy, amount quoted in words will be considered.
4. Payment will be made as per the payment terms mentioned in this RFP.
5. In case of any delay attributable to Bank, the project term of 36 months shall be extended proportionately as accepted by the Bank. The TCO shall not undergo any change in such cases.
6. In case of any delay attributable to Consultant and/or System Integrator and/or OEM and / or any other partner, the consultant shall be liable for Liquidated Damages and /or penalty as applicable.
7. 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.
8. 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.
9. 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.
10. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
11. Breakup of implementation cost should be provided to the Bank if required by the Bank.

Authorized Signatory:

Name & Designation & mail id:

Business Address:

Place:

Date:

57. Annexure G - Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications

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

Signature:

Name

Date

Seal of company:

Technical Specification

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

List of deviations

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

Signature:

Name

Date

Seal of company:

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

58. Annexure H- Undertaking By Bidder

Place:

Date:

To:
The General Manager,
Union Bank of India,
Digitization Vertical, Central Office
10th Floor, Naman Centre, Plot No. C-31,
G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051

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

59. Annexure I - Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2021, and shall be deemed to have become in full force and effect from (the “Effective Date”).

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

AND

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

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

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

W H E R E A S:-

- i. Vendor inter-alia is engaged in the business of providing Fintech 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.

- 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.

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.

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

opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

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

6. No Representation:

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

7. Remedies and Relief:

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

8. No Assignment

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

9. Severability

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

10. Delay or Waiver

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

11. Notices

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

12. Term

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

13. Governing Law

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

14. Indemnity

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

15. Modification

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

16. Headings

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

17. Counterparts

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

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

Signed and delivered by

M/s _____

Signed by:

Name

Title

In the presence of

.....

Signed and delivered by

Union Bank of India

Signed by:

Name

Title

in the presence of

.....

60. Annexure J - Reference Site Details

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

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

1	Name of the client/description of the client:	
2	Description of the assignment:	
3	Duration of the assignment (in months) as per the agreement:	
4	Start date:	
5	End date:	
6	Project Director / Project Manager	
7	Team size for the assignment (full time members):	
8	Terms of reference	
9	Impact Achieved	
10	Duration of all the consulting assignments for the client (in months):	
11	Other experience with the client	
12	Any other relevant information	

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

Place:

Date:

Signature:

Name & Designation:

Business Address:

61. Annexure K - Pre Contract Integrity Pact

Tender Ref. No: RFP Ref. No. UBI/DIGI/2021-22/04 dated 17.12.2021

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/Licensors 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

Date:

Stamp:

Witness

1. _____
2. _____

BIDDER * /SELLER*

Signature:

Authorized Signatory (*)

Date:

Stamp:

Witness

1. _____
2. _____

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

62. Annexure L - Letter for Refund of EMD

LETTER FOR REFUND OF EMD

(To be submitted by the unsuccessful bidders)

Date:

To,
The General Manager,
Union Bank of India,
Digitization Vertical, Central Office
10th Floor, Naman Centre, Plot No. C-31,
G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051

We _____ (Company Name) had participated in the Request for Proposal (RFP) for Selection of Consultant for end to end digital consultancy to redefine business model and the customer experience for setting up Digital Bank as a Platform and we are an unsuccessful bidder.

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

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

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

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

Sign

Name of the signatory

Designation

Company Seal.

63. Annexure M - 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:

64. Annexure N - Bank Guarantee for EMD

Date:

To

**Union Bank of India,
Digitization Vertical, Central Office
10th Floor, Naman Centre, Plot No. C-31,
G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051**

Dear Sir,

M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the Request for Proposal (RFP) for Selection of Consultant for end to end digital consultancy to redefine business model and the customer experience for setting up Digital Bank as a Platform and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs. 1,50,00,000/- (Rupees One Crore Fifty 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. 1,50,00,000/- (Rupees One Crore Fifty Lakh only)
- 2) This Bank guarantee will be valid up to _____; with a claim period of 45 days thereafter and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.)

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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

65. Annexure O - Format of Performance Bank Guarantee (Covering Delivery obligations)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh only)).
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,
Digitization Vertical, Central Office
10th Floor, Naman Centre, Plot No. C-31,
G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051

Dear Sir,

In consideration of Union Bank of India, Digitization Vertical, Central Office

10th Floor, Naman Centre, Plot No. C-31, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, placing an order for **Request for Proposal (RFP)** Selection of Consultant for Project Management of end to end digital transformation _____ 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)** Selection of Consultant for Project Management of end to end Digital Transformation Services as per the said contract entered into by the vendor with you.

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

of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

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

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

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear 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 TCO.

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

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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

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

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

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

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 _____

67. Annexure Q - Certificate for RFP Cost Waiver for MSME/NSIC Firms

(In Letter head of Chartered Accountant)

Date:

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2020/2021. 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.

Firm
Seal

68. Annexure R - Undertaking of Information Security

RFP Ref. No. UBI/DIGI/2021-22/04 Date 17.12.2021

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 Selection of consultant for project management of end to end digital transformation.

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 #

69. Annexure S - List of Members of the Consultancy team & CV

RFP Ref. No. UBI/DIGI/2021-22/04 Date 17.12.2021

Construct and Core Consultancy Team

Sl. No.	Name	Designation	Role

Curriculum Vitae (CV) for proposed professional staff (Use separate sheets for each of proposed staff)

- Proposed Position [only one candidate shall be nominated for each position]:
- Name of Organization:
- Name of Resource: (Full Name)
- Date of Birth: (DD/MM/YYYY)
- Nationality:
- Countries where the resource has worked
- Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- Employment Record relevant to the assignment: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:
 - Positions held:
 - Overall experience (in total years)
 - Experience in Digital Transformation (in total years)
 - Areas of expertise relevant to the RFP
 - Experience in Project Management (in Total Years)
 - Detailed Tasks Assigned
 - Work Undertaken that Best Illustrates capability to Handle Tasks Assigned
 - List all tasks to be performed under this assignment
 - Implementing relevant projects
- Resource Contact Information: eMail / Phone

Certification:

I the undersigned, certify that to the best of my Knowledge and belief, this CV correctly describes myself, my qualifications and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by Bank.

Name of Resource: Signature

Date:

Representative of Bidder: Signature

Date

70. Annexure T- Approach & Methodology Paper (Total 10 Marks)

RFP Ref. No. UBI/DIGI/2021-22/04 Date 17.12.2021

(To be submitted by Bidders on their letter head)

(Note more than 15 pages)

The approach paper as proposed by our organisation _____ is attached herewith contain details of following:

Approach & methodology Paper - The bidder must submit an approach paper and share their vision in addition to mandatory document/annexures required:

- Understanding of the Program objectives, scope, proposed approach, methodology, roadmap/workplan.
- Proposed approach / completeness, robustness and methodology for the scope of work.
- Team Composition , Expected Measurable outcomes
- Situation Analysis and Problem Identification, Risks and Mitigation Measures
- Innovativeness of proposed initiatives, planning / SOP to be deployed for Digital Transformation and milestones.
- Demonstration of key capabilities, solutions and tools that will enable the digital transformation at Union Bank
- Work plan should have clearly defined timelines, milestones and deliverables
- Plan for Transfer of knowledge and capabilities for scale up and sustaining impact.
- Demonstration of Change Management and capability building in context of digital transformation in Public Sector Banks
 - Change management, training and GTM approach to drive adoption
 - Training and Handover of capabilities to Bank's in-house teams for sustainability
- Complete visualization of end state of Digital Bank as proposed for Union Bank of India.
- Any other important feature the bidder wish to indicate.

71. Annexure- U Format for Reference Letter / email from Client

RFP Ref. No. UBI/DIGI/2021-22/04 Date 16.12.2021

(On letterhead duly stamped and signed / official email id of the client)

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following (Name of the Company) has been engaged by us for consulting services for (Caption of the assignment undertaken) for a period of months/ years from (Start date) to (End Date). The current state of project is Ongoing / Completed.

Name:

Designation:

-----XXXXX-----