SECURITY SERVICES, UNION BANK OF INDIA,
CENTRAL OFFICE, 239, VIDHAN BHAVAN MARG,
NARIMAN POINT, MUMBAI - 400021

CORRIGENDUM NO. 2

Request for Proposal

For

ESTABLISHING COMMAND CENTRE AT BANK'S PREMISES AND SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CENTRALISED MONITORING SYSTEM (CMS) IN BRANCHES, OFFSITE ATM SITES, OFFICES, CAMPUSES AND OUTSOURCED CASH VANS, PAN INDIA, ON MONTHLY RENTAL BASIS

Ref No: SS (SSD) 02-02/23 dated: 20th Jan 2024

Note: This document contains 125 pages including this cover page

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DISCLAIMER

1. 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 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.

2. 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. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of establishing command center at bank's premises and installation & commissioning of centralized monitoring system (CMS) in branches, Offsite ATM sites, offices, campuses and outsourced cash vans pan India on monthly rental basis (Opex model). The provision of the services is subject to selection of bidder through the process of tender and appropriate documentation being agreed between the Bank and successful Bidders as identified by the Bank. 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.

3. This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which vendor will be responsible. The bidders, by participating in this tender process implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary by the Bank for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

4. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their proposals.

Reference to Important Clauses

1. **INTRODUCTION:**

1.1. Union Bank of India, a leading Public Sector Bank, having its Central Office at Union Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai– 400021 (herein after referred as 'Bank' or 'the Bank') invites sealed proposals (herein after referred as 'Bid') from eligible bidders (hereinafter referred as 'Bidders') for empanelment for a period of three years to establish E-Surveillance / CMS (herein after referred as CMS for sake of brevity in this RFP) command centers at bank's premises in phased manner and installation & commissioning of centralized monitoring system (CMS) in branches, offsite ATM sites, offices, campuses and outsourced cash vans, pan India, on monthly rental basis (**Opex model**). Initial phase would comprise of about 2000 sites in states of Odisha, Andhra Pradesh and Karnataka. Name of sites would be given along with work order. Despite empanelment of vendors for three years through this RFP, Bank may float separate RFP for other phases at its own discretion or may invite again fresh Indicative Price Bids (IPB) from empaneled vendors for carrying out reverse auction for other phases with same or revised specifications. Vendor contracted in one phase will not be eligible to participate in process for other phases. However, effort will be put in by Bank to rationalize the work allocation in equal proportions, if otherwise feasible. Solutions offered by vendors in all the phases must be compatible with each other for purpose of interface to act as DR sites and reconfiguration of sites from one command center to other. The selected bidder is required to share with Bank/selected vendor of other phases, the API/SDK etc. of equipment/sensors to enable the integration.

1.2. The Bank has about 8600 branches with ATMs and 950 offsite ATMs across the length and breadth of the country. The bank intends to install Centralized Monitoring System (CMS) in its vulnerable branches, offsite ATM Sites, Offices & outsourced Cash Vans in a phased manner. The required equipment/sensors/accessories for installation of CMS will be provided by the vendor on OPEX model. Monitoring of the sites will be carried out from single/multiple CMS Command Centers (CMS CCs)) located at single / multiple locations, covering Branches, Offsite ATM sites, Offices, Campuses and outsourced Cash Vans on Opex model. The hardware & software for CMS will have to be Supplied, Installed, Tested and Commissioned (SITC) by the bidder, the CMS CC will have to be set up and manned by the bidder representatives under over all supervision of the bank officials. Whenever any alert will be generated which would require action, will have to be reported to bank official available in command center who in turn will guide and provide specialist input to the monitoring staff of command center.

1.3. RFP containing detailed information, eligibility norms can be downloaded from Bank's website www.unionbankofindia.co.in or www.eprocure.gov.in (except corrigenda) and can be submitted along with DD of Rs 25,000/-(Rupees twenty five thousand only) towards non-refundable cost of document, by way of Demand Draft / Pay order favoring Union Bank of India, payable at Mumbai at the address mentioned above.

1.4. **Whole schedule of events and relevant details:**

Sl.	Event		Details
1	Date of commencement of issue of draft RFP	:	13 Dec 2023
2	Queries for Pre-Bid Meeting	:	On or before 27 Dec 2023 only through Email to cms.sec@unionbankofindia.bank
3	Pre – Bid Meeting	:	02 Jan 2024 at 1100 hours at Banks Central Office located at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-21.
4	Uploading of revised RFP or corrigendum after Pre-Bid Meeting, if any.	:	09 Jan 2024 at Bank's web site only.

5	2nd Pre – Bid Meeting		17 Jan 2024 at 1100 hours at Banks Central Office located at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-21.
6	Uploading of corrigendum after Pre-Bid Meeting, if any.	:	20 Jan 2024 at Bank's web site only.
7	Last date for submission of Bids	:	06 Feb 2024 at 1500 hours in sealed cover to be dropped in Tender Box kept at reception located at Ground Floor of Bank's Central Office located at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-21. **Note**: No other mode of submission of Bids i.e. through courier etc., will be permitted.
8	Opening of Technical Bid	:	06 Feb 2024 1530 hours at the address mentioned in row above.
9	Cost of RFP	:	Rs. 25,000/- (Twenty Five Thousand only)
10	Earnest Money Deposit	:	Rs.2,00,00,000/- (Rs. Two Crores)

1.5. In case of any unexpected interruption due to events beyond control of the concerned Tender Committee, the process interrupted will be continued on the subsequent working day at the scheduled time.

1.6. Scope of work:

1.6.1. Establishment of first **CMS Command Centre (CMS CC) at Mangaluru in Bank's premises** for covering **approximately 2000 sites (Tentatively, 1700 branches including on-site ATM and 300 off-site ATMs)** as mentioned in Para 1.1 above.

1.6.2. Installation of all hardware, software, leased line-based network, networking devices, monitoring workstations, processing servers, power backups etc. at CMS CC to carryout 24X7 alert-based monitoring, image processing/video analytics using Artificial Intelligence features, power management etc. for branches along with ATMs, offsite ATM sites, offices, campuses & movement monitoring of outsourced cash vans.

1.6.3. Provide trained manpower (as specified separately) at CMS CC for 24X7 monitoring, backend/MIS/analytical activities, technical support staff for operations/functioning of CMS CC. Bank officials shall supervise the overall operations/functioning of CMS CC.

1.6.4. Installation of all hardware and software including intrusion sensors, fire detectors, IP cameras, NVRs with HDD for storage of video footages, two-way communication devices, control panels/modules, network connectivity and other related devices/equipment at all sites for coverage of each site under CMS solution for 24X7 monitoring and handling duress situations.

1.7. **Validity period:** The contract will remain valid for a period of six years from the date of complete functioning of Command Center of CMS along with all sites mentioned in work order, which may further be extended for a period of one year, if required by Bank and agreed by the vendor. Performance of vendor shall be reviewed by Bank from time to time and in case of unsatisfactory performance by vender, contract may be terminated by Bank by serving notice of one month. The contract will commence on the date of SITC of CMS in the last site of the bank as per initial work order.

2. **MINIMUM ELIGIBILITY AND QUALIFICATION CRITERIA:**

The following minimum eligibility & qualifying criteria would be applicable for the bidders. The bidders must submit proof of documents in the Bid for each qualifying criterion as mentioned against each of the criteria in the table below:

Sr.	Eligibility Criteria	Acceptable Proof Document
a)	Bidder should have been registered as a company/partnership firm under the Indian Companies Act/Partnership Act.	Attested copy of registration certificate from ROC/relevant authority under the relevant Act.
b)	Firms should have Income Tax PAN and should have filed valid IT returns for last 3 years.	Attested copy of PAN card and Income tax returns acknowledgement copy for last 3 years i.e., FY 2022-23, 2021-22, 2020-21.
c)	The Bidder should have its office registered under the Shops and Establishment Act, applicable in the state where its corporate office is located.	Attested copy of registration certificate from competent authority.
d)	The Bidder should have registration under the Central Excise, Sales Tax act and GST, as applicable	Attested copies of registration certificate from each of competent authority, as applicable.
e)	The Bidder should have average annual sales turnover of not less than **Rs.60 Crores** in the last **three years**, i.e. from year 2020-21 to 2022-23.	Attested copies of audited Balance Sheet and P&L Statements for the years 2020-21, 2021-22, & 2022-23.
f)	The Bidder should have earned operating profit and should not have incurred loss in the last 3 financial years i.e. FY 2020-21, to 2022-23.	Audited financial statement indicating the revenue and profit & loss statement for the three years should be submitted.
g)	Bidder should be active in the field of CMS services with not less than three years of experience in CMS services.	Attested copies or original contract/work orders for CMS services at least three years old
h)	The Bidder should have executed minimum two contracts with Public Sector/Private Sector Banks/ Commercial/Government/Quasi-Govt organization for CMS services in the last three years	Copies of work order from the Public/Private Sector Bank/ Commercial/Govt/Quasi-Govt organization of preceding three years to be submitted.
i)	The bidder should be presently providing CMS services for minimum of 5000 live sites OR should have installed	Attested copies of work orders currently in force, indicating number

	at least 50000 cameras at places like smart cities, airports, ports, industrial complexes, oil refineries, malls etc. which are being monitored simultaneously.	of sites/cameras presently under coverage of CMS should be submitted.
j)	The bidder should have experience of establishing own/client's CMS command center and should be operating the same in the last three years	Attested copies of work orders on establishment CMS command center for clients in the last three years **OR** Undertaking on establishment of own command center & operating the same for the last three years on the letter head of the bidder signed by authorized signatory.
k)	Bidder should not be owned or controlled by any director or officer/employee of our bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956.	A certificate denying the ownership of Bidder by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 issued by the CEO or Director of the Firm to be submitted on letter head of the firm.
l)	Bidder should not have been blacklisted by any Govt. Authority/PSUs/PSBs in India or abroad.	An undertaking (on Bidder's letter head) that it has not been blacklisted by any Govt. Authority or PSUs/PSBs in India or abroad duly signed by authorized signatory with seal.
m)	Registration of Bidder with competent authority, if required, vide Rule 144 (xi) of the GFR 2017 as amended time to time, notified by Ministry of Finance through Press release dated 23/07/2020. If not required to be registered, Bidder to provide self-declaration/certificate as per the notification.	Copy of the valid registration certificate along with Certificate/Declaration for compliance of notification, if applicable. Otherwise, Certificate/Declaration by Bidder for non-applicability of the notification. Declaration/ Certification as applicable.

3. FEATURES/TECHNICAL REQUIREMENTS FOR CMS SOLUTION:

3.1. The CMS solution should provide 24X7 alert-based monitoring for all sites under coverage and carry out monitoring & necessary intervention through CMS Command Center (CMS CC) for mitigation of duress situations as per the SOPs of the Bank.

3.2. Alerts should be generated and relayed to the CMS CC on activation of any intrusion sensors, fire detectors, panic switches and/or alert generated using AI features for video-based image processing/analytics at sites under coverage of CMS solution.

3.3. The CMS CC should be able to establish two-way audio communication with persons available at any site. For this two sets of two-way audio communication (for redundancy) in the form of speaker and microphone will be provided at each site, whether branch site/ATM site/Office/etc. It shall be active 24x7. The speakers & microphones should be installed such that they are not easily removed/tampered. The two-way communication should give clear and audible voice. Must have capability to relay prerecorded messages or sounds from the CC.

3.4. The CMS CC monitoring executive/operator on receipt of alert, should immediately attend the alert and carryout video verification of the site. The monitoring executive/operator shall first resort to 'stealth Listen-in' to gather critical information of the site activities, taking into consideration of active hours & non-active hours of alert generating devices/equipment installed at the site. On verification of activity to be suspicious, the monitoring executive/operator should interact with the site through two-way communication to deter the miscreants from carrying out the crime or undesirable activities. If the activity is found to be genuine, the alert shall be closed, with appropriate remarks for the alert generated.

3.5. Suspected activity or duress situations, if not deterred, shall be escalated to Bank officials (supervisory/team leader level of CMS CC) and/or law enforcing agencies as per the escalation matrix & SOPs communicated by the Bank, and act as per directives of shift supervisor/team leader (Bank official) at CMS CC.

3.6. If any suspicious activity detected by CMS CC but could not be deterred within One minute, the alert should be escalated to bank officials and/or the Police by a call and auto SMS as per the escalation matrix provided by the Bank. The escalation matrix shall vary from site to site. In case the first escalation level does not attend the call, then call and auto SMS should go to the second escalation level or third escalation level, if required by the Bank. A call should also go to the QRT, if such an arrangement is made by the Bank in future. Further action on suspicious activities shall be taken as per the directives of shift supervisor/team leader (Bank official) at CMS CC.

3.7. The CMS CC should be able to differentiate between real or fake alerts. No intimation on false alerts shall be given to the Bank Officials either on phone or by SMS. False alert ticket shall be closed with remark that it was a false call with causes. However, all such false alarm instances must reflect in the dashboard.

3.8. Alert event should be generated in the CMS CC even if internet services are not available, either through SMS or phone call.

3.9. The CMS solution should have capability to activate/silence alarm hooters at any site through CMS CC, if required, during any duress/adverse situations.

3.10. The CMS software should have feature to set active hours for each & every sensors/detectors installed at sites for any duration on working days including for 24 hours on Sundays and other selected dates as per requirement of the Bank, which may vary from year to year and from site to site.

3.11. The CMS CC should be able to carry out changes in various settings related to sensors, control panels, NVRs, cameras, routers etc., remotely for the sites under surveillance at a level higher than the monitoring executives/operators.

3.12. The CMS solution should have advanced features of Artificial Intelligence (AI), Machine Learning (ML) and Video Analytics (VA) for processing live video for real-time identification of threats/suspicious activities at any site and generate alert to CMS CC accordingly. The CMS solution should be capable to generate alerts/provide valuable insights for following use cases using Edge AI features/tools:

- Perimeter breach.
- Object detection (available/not available).
- Identification of sharp objects, gas cylinders and weapons.
- Overcrowding at Branch & ATM sites.
- Person detection (available / not available)
- Premises cleanliness.
- UPS Area identification (Battery removal, storage of flammable materials)
- Branch & ATMs total footfalls.
- Helmet detection.
- Face Mask detection.
- Camera tamper/video loss/change of video angle/video blockage/camera masking detection.
- Strong room door open/closed detection.
- Cash Cabin door open detection during cash hours
- Personnel profile based video search & analysis.
- Fire Detection.

3.13. The CMS solution should carryout health check-up of all sites, covering all equipment, devices and sensors/detectors and generate periodic reports through CMS CC. The following reports should be provided as per the periodicity decided by the Bank:

- Health report for all sites & sensors, detectors, cameras etc.
- Alert generated and action taken reports.
- Site up-time & down-time report with reasons for down-time.
- Sites off-line/not on network report with reasons.
- Any other customized report decided by the bank during the contract period.

3.14. An incident report on suspicious activity/untoward incident with full site ID, address, description of the event, images, videos and action taken by CMS CC shall be submitted by CMS CC to the Bank official within 4 hours by email to designated e-mail addresses.

3.15. The CMS CC software should have capability to detect breach & cyber-attacks by running regular network vulnerability checks and ensure that there are no points for unwanted access. The CMS CC should submit a separate report on network breach or any other network related threats to the designated officials of the Bank and take necessary relevant measures to prevent occurrence of the same in future.

3.16. The CMS CC should have capability of pulling video footage from any site, in case of any suspicious activity or untoward incident detected. Such video pulling should include footage five minutes prior to alert generation and till the event is deterred. The video footage should be from the cameras mapped in the zone of alert generating sensor/detector/camera. Such footages should be stored at CMS CC for 180 days beyond completion of contract period.

3.17. All control panels, routers, switches, NVRs etc., shall be secured in a separate tamper proof enclosure placed in a secured room (in case of a branch site) and in the back room (in case of offsite ATM site). It shall be installed with sensor to notify the CMS CC on unauthorized attempt to tamper/open the enclosure.

3.18. The CMS solution should have capability for live monitoring of a site/sites through selected/all cameras if required, at CMS CC and/or authorized locations (ROs/ZOs) through client/application software or mobile application. It should also provide capability to pull video back-up from selected/all cameras of any site.

3.19. The CMS solution should have capability to integrate power management hardware/software for managing/monitoring the following activities from CMS CC:

- Switching-off main power supply of any site if not switched-off by staff while closing the site for the day.
- Regulate switching on/off power supply to glow sign boards of sites as per pre-defined timings site-wise.
- Regulate timer-based switching off/on of ACs installed at ATM sites.
- Monitoring the health of UPS batteries installed at sites.

Bank shall specify the tasks/systems/appliances to be integrated under power management as and when required within rent which would be agreed to be paid at start of CMS i.e. no additional/separate cost of installation/activating or additional/separate rent thereof will be paid by Bank later on.

3.20. CMS solution should have the capability to integrate and operate any relay operated mechanical systems at all sites like white smoke dispersion and/or activation of fixed fire suppression system installed or to be installed, remotely from the CMS CC, if required in future during the contract period within rent which would be agreed to be paid at start of CMS i.e. no additional/separate cost of installation/activating or additional/separate rent thereof will be paid by Bank later on.

3.21. The CMS solution should have capability to provide dual OTP based (to joint custodians) authentication for unlocking strong room / safe room doors & all cash/gold safes. This system must also be geofenced so as to generate OTP only within 5m radius of the lock. In the case of strong room door and safes, the CMS solution must be able to control the existing locking system of the door, in coordination with the door OEM.

3.22. The client/mobile application of the CMS solution should have user defined and password protected access facility to view status of sites under jurisdiction of the user. The application should include dashboards for live health of all sites covering all sensors, detectors, cameras & equipment of the site, video footage availability at site storage facility, downloading of video footages, alert status, sites in network /out of network for monitoring etc.

3.23. The CMS CC software should have capability to store/backup all data, images, videos related to alerts generated and action taken by CMS CC. Detailed audit trails for all CMS CC operations should be available to monitor/verify each & every event/activity. Such storage/backup should be available for complete contract period at CMS CC.

3.24. The CMS software should have capability to use automatic load balancing technology as part of high availability strategy. The load balancer should constantly check the server infrastructure to ensure this aspect.

3.25. The CMS solution should have capability to create multiple zones for the site and map the cameras with the sensors (intrusion or fire) present in these zones. This shall facilitate live streaming of videos from the cameras linked to the zone i.e., the zone having the intrusion or fire alert generating sensor/detector.

3.26. The data transfer and storage of data is to be done using military grade/other certified standard encryption techniques. For cameras, the image compression technology of H.265+ or higher should be used to compress the video recordings of CCTV cameras.

3.27. The CMS software should continuously monitor the databases so that upgrades can be planned and implemented with minimal or zero downtime.

3.28. The network established for the CMS solution for data transfer should mandatorily comprise firewalls and encryption methodology of minimum SSL 128 bit or its higher version should be used for data security.

3.29. The CMS solution should have facility for upscaling of sites under coverage, open for customization including reports/returns as per banks requirement in future during the contract period. Also, it should be capable to integrate futuristic security measures at later stage during the contract period. Solutions offered by vendors for this phase of the project must be such that the same is compatible with other phases for purpose of interface to act as DR sites and reconfiguration of sites from one command center to other. The selected bidder of each phase is required to share with Bank/selected vendor of other phases, the API/SDK etc of equipment/sensors to enable the integration.

3.30. The CMS solution should have the provision to integrate cash vans movement monitoring through third-party GPS based monitoring technology, incorporate geo-fencing for generating alert on breach of geo-fence, as and when required by the Bank during the contract period, WITHOUT any additional cost to Bank.

3.31. The vendor shall have either proprietary licenses or valid licensing agreement for all the software installed for the CMS solution and shall own all the CMS hardware and accessories. The bidder shall provide access to hardware & software of CMS to the Bank officials as per the requirements of the Bank. Also, upgrading in any of the hardware & software, if required due to advancement in technology, shall be the responsibility of the selected vendor and shall be carried out by the selected bidder from time to time during the contract period without any extra cost to the Bank.

3.32. The network connectivity for the CMS solution i.e., leased lines / broadband / MPLS/ILL etc and dual SIM VPN including its hardware & software shall be owned by the bidder. The bidder must size the same considering the CMS solution and upgrade the same if required, in future without any extra cost to the Bank.

3.33. The CMS solution including hardware & software should be compatible to implement Bank’s Network/IT/Information Security protocols as well as industry level standards/protocols/certifications.

3.34. The CMS software and its customization during implementation of the CMS solution as per banks requirement, shall be certified for CERT-IN certification on data safety & security standards/protocols.

3.35. The CMS CC shall be installed with adequate numbers of primary & secondary servers (located in same complex) required for the CMS solution to operate in failsafe mode. The CMS CC operations/data shall be mirror imaged from primary servers to secondary servers for redundancy so that the operations of CMS CC smoothly switches over to secondary servers & vice versa.

3.36. The installation process at sites/CMS CC should not involve any major alteration of the existing setup and should be free of complexities.

3.37. The vendor shall provide technically qualified and trained manpower in shifts for 24X7 monitoring activities (monitoring operators/executives), staff for backend/MIS/analytical activities, technical support staff & adequate staff for relieving /other contingencies, who should be well-versed with the CMS and entire operations/maintenance of CMS CC. These executives/support staff shall work under supervision of supervisors/team leaders (Bank officials) of each shift at CMS CC. The composition of the deployed manpower should be as under:

- Monitoring operators/executives - 10 per shift + relievers for weekly offs & other contingencies.
- Backend/MIS/analytical activities - 02 per shift + relievers for weekly offs & other contingencies.
- Technical support staff - 02 per shift + relievers for weekly offs & other contingencies.

3.38. The vendor, in addition to providing trained manpower for monitoring & managing the operations of CMS CC, shall be responsible for the Police verification for antecedents/criminal records of all the manpower deployed by the selected bidder at the CMS CC. The verifications shall be completed before their placement at the CMS CC.

4. **<u>HARDWARE & SOFTWARE REQUIREMENTS AT CMS CC</u>:** The table below indicates the various hardware & software along with minimum quantity and their purpose that is to be provided by the selected Vendor:

Items	Quantity	Purpose
Video wall of min 8 ft. X12 ft. with related hardware & software for multiple screen projection	1	For monitoring section of CMS CC to display various dashboards, incident monitoring, live monitoring of any site etc. shift supervisor/center-in-charge.
Rack (42) for servers with fan power socket	1	For various servers in server room of CMS CC.

Primary & secondary servers with adequate storage for various software/applications	As per bidder	To manage all features & functions of CMS solution.
Monitoring workstations with adequate numbers of monitors/screens	10+2 (buffer)	For effective monitoring of 2500+ sites covered under the CMS.
Workstations for backend-analytics staff/supervisory staff/CC in charge	7	For use by respective staff
Network connectivity with redundancy- two leased lines of minimum 100 MBPS bandwidth	2	For establishing uninterrupted network connectivity with all sites under CMS from CMS CC to carry out all functions of CMS solution.
Network connectivity devices/routers	2	For establishing network connectivity with all sites under CMS from CMS CC to carry out all functions of CMS solution.
Any other hardware required for power management of sites.	As per bidder	For power management of sites from CMS CC as defined in the RFP.
Firewalls (licensed software)	As per bidder	For data & network security of CMS solution.
Server software (licensed)	As per bidder	For managing servers.
Database Management Software (licensed):	As per bidder	For database management. (i) The successful bidder is responsible for any license / utilities / Middleware / Database / certifications required to run the solution at their own cost. (ii) Software of the proposed solution should not be already end of sale and/or end of support and should ensure usage of latest licensed software and its components with proper updates / upgrades / patches.
CMS software (proprietary /licensed)	As per bidder	For operations/management of all functions/features of CMS solution from sites/CMS CC.

Other additional software like VMS, AI, ML, VA, energy management process/ applications etc.	As per bidder	For effective use of advanced AI, ML, VA, energy management features for sites & CMS CC.
LAN connectivity for all equipment within CC	As per Bidder	For seamless functioning

Note: Payment of utility bills like electricity, water, housekeeping etc will be borne by Bank.

5. **<u>HARDWARE & SOFTWARE REQUIREMENTS AT BRANCH SITE</u>:** The table below indicates the various hardware & software requirements along with minimum numbers and their purpose:

Items	Quantity	Purpose
Wired OR Wireless sensors (Panic Buttons/Magnetic/PIR/Vibration)	10 Panic Buttons, 4 Magnetic sensors, 4 PIR sensors, 4 Vibration	Cover sensitive locations like strong/safe room from inside, strong /safe room door frontage, passages, banking hall, cash cabins, counters, BH cabin, storage rooms, washrooms etc.
Pressure sensors	One each for NVRs	Cover NVRs for detection of its removal.
Wireless Glass break sensors	One for each glass façade	Cover glass façade on outer walls of branch site.
Wired OR Wireless Tamper proof sensors (magnetic)	One each for all fixed devices like cameras, controllers/ control panels/modules etc	Cover tampering or removal of these devices installed at branches site for CMS coverage and on ATMs & Recyclers of the site.
Wired OR Wireless Fire Detector-Smoke (optical type)	10	Cover complete branch premises with detectors above & below false ceiling. Minimum one detector covering 10ft.X10ft. ceiling area in banking hall, one each in BH cabin, all rooms & storage area.
Wired OR Wireless Multi-Sensor (Heat + Smoke) and Flame Sensor (UV/IR)	2 each	Cover separate meter room and/or UPS & batteries room for detection of heat/flame due to short-circuiting.

Manual Call Point (Thumb Press/Resettable type)	2	For manual alerting by staff/customers.
2MP IP based IR Dome Camera with 128 GB Micro SD card WITH AUDIO RECORDING FACILITY	Minimum 12	Cover main entrance from inside, cash cabins from inside, counters & cash cabins from its front/side, vital passages, Strong/Safe room from outside, Cash safe & Gold safe, Locker room entrance without covering locker cabinets, all working desks, UPS & batteries room, Stationery/record storage room, Pantry/Canteen, onsite ATM lobby from inside with one or two cameras leaving No blind spot.
2MP IP based IR Bullet Camera with 128 GB Micro SD card WITH AUDIO RECORDING FACILITY	3	Cover branch & Onsite ATM site frontage, parking area and side passages from outside if open.
NVRs (primary & secondary for redundancy) with surveillance grade HDD to store AUDIO & VIDEO footages of 180 days within the system, monitor, wireless mouse & wall mounting rack for secondary NVR.	NVR – 02 nos. min 16 ch (primary & secondary). Monitor-1 for BH Wireless Mouse - 1 for BH Wall mounting rack -1	Primary NVR with minimum 32TB internal HDD to be incorporated in the controller/control panel of CMS installed at site. Secondary NVR with minimum 32TB internal HDD is for redundancy backup to be placed in a wall mounted rack in secured location in the branch site. The video feed of all cameras shall be parallelly fed to both the NVRs.
CCTV Monitor (LED-32 inches or above) with wall mounting WITH inbuilt Speaker	1	Monitor to be wall mounted in BH cabin for visual supervision locally, if required.
Ethernet switch for connecting IP cameras over LAN	As required	For connecting all cameras over the network to give video feed of the cameras to both the NVRs parallelly. It shall be concealed in the controller/control unit installed at the site.

Two-way audio communication having a speaker & a mic combination with redundancy	Total 04 sets - 02 set each for branch and onsite ATM/e-lobby	For audio intervention from CMS CC with branch and its onsite ATM / e-lobby. Two sets at each location required for failsafe functioning. To be set up in banking hall of branch and in ATM lobby separately.
Alarm hooters	2	To be installed inside & outside of the branch site in two different directions for alerting the surroundings during any duress situation.
Network connectivity Primary- Wired line (Broadband /MPLS / ILL) Secondary- Dual SIM based VPN for redundancy/backhaul.	Wired -1 (minimum 10MBPS) Dual SIM VPN (minimum 2MBPS)	To connect the site over the secured network to the CMS CC. The service providers of the primary & secondary network should be different.
Network Router/ Firewall with Routing capability	1	For connectivity of the site with CMS CC over the secured network. To be concealed in the controller/control panel installed at the site.
Edge based AI capability in the form of AI Module/Box/Controller	To cover all cameras for all use case defined in the RFP separately	For various types of alert generation on defined use cases and other machine learning and video analytics activities through image/video processing technology at the site.
Main controller/Control panel/ Control Unit with minimum in-built 06 hours battery backup	1	To connect, control & manage all CMS related sensors, detectors, devices, equipment etc. installed at the site and link with CMS CC over the secured network. The in-built battery back shall be used to supply power to all devices/equipment installed at sites for CMS incase for main power supply failure.
EM lock or any proprietary locking mechanism	As required, to be provided on strong room / safe room door	To ensure dual control and provide separate OTP to both custodians, based door opening controls

	and ALL cash/gold safes	
UPS & Battery back up	Branch UPS to be used	All devices / equipment /controller shall source main power supply through branch UPS. The in-built battery backup with the controller shall be in addition to this arrangement.

Note:: It is also acceptable if the desired coverage, as mentioned in column 3 above is being achieved by using analytics / equivalent AI in lieu of sensors.

6. **HARDWARE & SOFTWARE REQUIREMENTS AT OFFSITE ATM SITE:** The table below indicates the various hardware & software requirements along with minimum numbers and their purpose:

Items	Quantity	Purpose
Wired OR Wireless sensors (Panic Buttons/Magnetic/PIR/Vibration)	1 Panic Button, 3 Magnetic sensors,	Panic button for use by customer in emergency. Magnetic sensors on outer cover door of the ATM safe, ATM hood & ATM back room.
Pressure sensors	For NVR	Cover ATMs/ Recyclers/ NVRs for detection of removal of these machines/ equipment.
Wireless glass break sensors	One for each glass façade	Cover glass façade on outer walls of site.
Wired OR Wireless Tamper proof sensors (magnetic)	One each for all fixed devices like cameras, controllers/ control panels/modules etc.	Cover tampering or removal of these devices installed at site for CMS coverage and on ATMs & Recyclers of the site.
Wired OR Wireless Fire Detector-Smoke (optical type)	2	Cover complete ATM premises with detectors above & below false ceiling.
Wired OR Wireless Multi-Sensor (Heat + Smoke) and Flame Sensor (UV/IR)	2 each	Cover back room having UPS & batteries for detection of heat/flame.

Manual Call Point (Thumb Press/Resettable type)	1	For manual alerting by staff/customers at ATM site
2MP IP based IR Dome Camera with 128 GB Micro SD card WITH AUDIO RECORDING FACILITY	2	One Camera to Cover ATM lobby, 2nd Camera to cover machines from side, 3rd Camera to cover back room (if provided, if not then same will cover machine from opposite side of 2nd Camera) 4th Camera to cover outside area of ATM site.
2MP IP based IR Bullet Camera with 128 GB Micro SD card WITH AUDIO RECORDING FACILITY	2	
NVRs (primary & secondary for redundancy) with surveillance grade HDD to store video footages of 180 days within the system, wall mounting rack for secondary NVR.	NVR (4-ch) - 02 (primary & secondary). Wall mounting rack-1	Primary NVR with minimum 8TB internal HDD to be incorporated in the controller/control panel of CMS installed at site. Secondary NVR with minimum 8TB internal HDD is for redundancy backup to be placed in a wall mounted rack in secured location in the ATM site. The video feed of all cameras shall be parallelly fed to both the NVRs.
Two-way audio communication having a speaker & a mic combination with redundancy	02 set	For audio intervention from CMS CC with offsite ATM site. Two sets at each location required for failsafe functioning.
Ethernet switch for connecting IP cameras over LAN	1	For connecting all cameras over the network to give video feed of the cameras to both the NVRs parallelly. It shall be concealed in the controller/control unit installed at the site/
Network connectivity Primary- Wired line (Broadband /MPLS / ILL) Secondary- Dual SIM based VPN for redundancy/backhaul.	Wired -1 (minimum 10MBPS) Dual SIM VPN (minimum 2MBPS)	To connect the site over the secured network to the CMS CC. The service providers of the primary & secondary network should be different.

Alarm hooters	3	To be installed inside- 01 & outside - 02 in two different directions for alerting the surroundings during any duress situation.
Network connectivity Primary-Broadband based with MPLS technology, Secondary- Dual SIM based VPN for redundancy/backhaul.	Broadband -1 (minimum 10MBPS) Dual SIM VPN (minimum 2MBPS)	To connect the site over the secured network to the CMS CC. The service providers of the primary & secondary network should be different.
Network Router/ Firewall with Routing capability	1	For connectivity of the site with CMS CC over the secured network. To be concealed in the controller/control panel installed at the site.
Edge based AI capability in the form of AI Module/Box/Controller	To cover all cameras for all use case defined in the RFP separately	For various types of alert generation on defined use cases and other machine learning and video analytics activities through image/video processing technology at the site.
Main controller/Control panel/ Control Unit with in-built minimum 06 hours battery backup	1	To connect, control & manage all CMS related sensors, detectors, devices, equipment etc. installed at the site and link with CMS CC over the secured network. The in-built battery back shall be used to supply power to all devices/equipment installed at sites for CMS in case for main power supply failure.
UPS & Battery back up	ATM site UPS to be used	All devices/ equipment/ controller shall source main power supply through ATM site UPS. The in-built battery backup with the controller shall be in addition to this arrangement.

Note::

1. ***It is also acceptable if the desired coverage as mentioned in column 3 above, is being achieved by using analytics / equivalent AI in lieu of sensors.***
2. ***Payment of utility bills such as electricity charges etc shall be borne by the Bank.***

7. <u>MINIMUM TECHNICAL SPECIFICATIONS/STANDARDS FOR VARIOUS COMPONENTS</u>

7.1. <u>Main Control Unit/Panel/Controller</u>:

7.1.1. An all-encompassing Main control Internet of Things (IoT) panel capable of integrating video, wired/wireless sensors, components such as network aggregator module router, built in power management system, battery backup of minimum 6 hours for panel and all connected devices.

7.1.2. Main control panel should have built-in gateway with multiple connectivity: LAN/Wi-Fi/GPRS/3G/4G/5G/Broadband. The network router should have the facility to use Broadband network and dual SIM card-based VPN in active–active aggregation mode.

7.1.3. Main control Internet of Things (IoT) panel should be capable of connecting 64 Wired or Wireless Sensors like panic buttons, PIR sensors, smoke detectors & flame detectors, vibration sensors, glass break sensors, pressure sensor etc., as per the requirement of bank.

7.1.4. It should have capability for integration of two-way audio communication with redundancy (two sets of speaker & mic combination) over the network with branch or ATM site.

7.2. <u>Network Interface/Connectivity (Main Control Panel/Unit/Controller):</u>

S. No.	Description	Specification
1	Micro Controller	4 Core arm Processor with 2 GB RAM
2	Wireless	3G(WCDMA/UMTS), 4G (LTE-TDD/FDD), 5G, WiFi (802.11a/g), GPRS/EDGE/EVDO/CDMA1X
3	Authentication	CHAP/PAP/MS-CHAP/MS-CHAPV2
4	WAN Protocol	Static IP, DHCP, PPPoE
5	Wired	RJ45 (10M/100M/1Gbit), USB 2.0, RS485 (Half-duplex)
6	Fire Wall	NAT, PAT, DMZ / IP/Domain/MAC Filter
7	SIM	Micro SIM slot, push type
8	Band Width Aggregation	Intelligent WAN Bonding, Failover, Backup Mode, Active-Active mode
9	Routing Protocol	Static Routing, RIP, OSPF
10	VPN	IPsec /L2TP, PPTP, GRE
11	Security	SSL Bases Authentication and communication, IP filtering & whitelisting
12	GPS	GPS/GLONASS/BDS/Galileo
13	Antenna Port	External high gain antenna with SMA connector

7.3. **Wired OR Wireless Panic Switches**:

- Wall or table mountable with either adhesive & screws.
- Small size and highly reliable operation.
- Switch type: Normally Closed. (NC)
- Life of panic switch: minimum 10,000 operation.
- Operating frequency of wireless sensor: 868 /433 MHz
- Operating range of wireless sensor 50m.
- Battery life of wireless sensor: Minimum 2 Yrs.

7.4. **Wired OR Wireless Multi- Sensor/Smoke/Heat /Flame detectors:**

- Optical type smoke (both above & below false ceiling) conforming to the IS: 2189-2008.
- The detectors should have approval/listing of BIS/UL/LPCB/FM/VdS.
- Ceiling mountable with screws.
- Wide 9 to 28V operation.
- Power indicator: Red LED
- Low standby current consumption.
- Switch type: Normally Closed
- Operating frequency of wireless sensor: 868 / 433 MHz
- Operating range of wireless sensor 50m
- Battery life of wireless sensor: 2 Yrs.

7.5. **Wired OR Wireless PIR Sensor:**

- Ceiling /wall mountable with screws.
- Detection Range: Minimum 10 Meters with horizontal angle more than 100 degrees.
- Work on quad linear technology (IR & Microwave - 30 ft range) to avoid any false alarm activation in active mode.
- Pet immune with immunity against all pets/rodents.

7.6. **Thermal Heat Rise Sensor:**

- Ceiling mountable with screws.
- Low profile design, Low current draw
- Wide operating voltage 8 to 30VDC
- Bi-colour LED detector & status indicator
- Programmable sensitivity
- Humidity 5 to 95% Relative Humidity (non-condensing)

7.7. **Vibration Sensor:**

- Ceiling mountable with screws.
- High-Low Sensitivity Jumper
- Sensitivity Adjustment Switch
- Green Comfort LED, Red Alarm LED
- Sensor: electric

7.8. **Manual Call Point:**

- Wall mountable with screws.
- Thumb press/resettable type.

7.9. **Two-Way Audio communication:**

- Wall/ceiling mountable with screws.
- Good quality Microphone & Speaker pair.
- Compatible for network environment

7.10. **Alarm Hooters:**

- External hooters with sound level of 150 dB up to 500 meters.
- Internal hooters with sound level of 90 dB.

7.11. **2MP IP based IR Dome/Bullet Camera:**

- Image Sensor – 1/2.8” Progressive scan CMOS
- Resolution - 1920 X 1080
- Min. Illumination - Colour: 0.005 Lux @ (F1.6, AGC ON), 0 Lux With IR
- Wide Dynamic - 120dB True WDR
- Day & Night - IR Cut Filter with auto switch
- Lens Type - Varifocal lens, 2.8 to 12mm motorized @ F1.4
- Stream Profile - Triple Stream
    - First Stream -25 FPS(1920*1080)
    - Second Stream -25 FPS(640*480)
    - Third Stream -1 FPS(352*240)
- Storage - Built-in memory card slot, up to 256 GB
- Audio Recording - Facility to record audio mandatory
- Audio In - Inbuilt / External mic.
- IR Range - Up to 40 m
- Weatherproof - IP67
- Ingress Protection - IK10 (Dome – outer Glass dome based)
- Certification - BIS / UL / CE / FCC.

7.12. **Network Video Recorder (NVR):**

- Main processor - Quad-core embedded processor.
- Operating system - Embedded LINUX.
- IP video input - 4 / 8 / 16 / 32 channel.
- Compression - H.265+/H.265/H.264+/H.264.
- Recording resolution -12 MP/8 MP/6 MP/5 MP/4 MP/ 3 MP/1080P/D1.
- Incoming Bandwidth - min 256Mbps
- Outgoing Bandwidth - min 256Mbps
- Decoding Capability - 16ch@1080P(25FPS)
- Synchronous playback - 1/2/9/16/32 Channel.
- On-Screen Display - Camera title, time, video loss, camera lock, motion detection recording.
- Search mode - Date/Time/Alarm/Motion detection
- Backup mode - USB Device/Network/Internal SATA/ eSATA device.
- Internal Storage (Branch Site) - Surveillance grade HDDs for 64 TB storage capacity (8 x 8 TB HDD, 8 SATA min)
- Internal Storage (ATM Site) - Surveillance grade HDDs for 32 TB storage capacity (4 x 8 TB HDD, 4 SATA min)
- Network protocol - TCP/IP, DHCP, DNS, DDNS, NTP, RTSP, SMTP, SNMP, NFS, iSCSI, UPnP™, HTTP, HTTPS, OnVIF
- Network interface - One RJ-45 10/100 Mbps self-adaptive Ethernet
- USB interface - 3 ports (2 X USB 3.0, 1X USB 2.0).
- Certification - BIS / UL / CE / FCC.

7.13. **PoE + Switch (8/16/24 Channel):**

- Interface - 8/16/24 X 10/100 Mbps PoE ports, Uplink Port 2 X10/100/1000
- Port Standards - Port 1 to 4 compliant with 802.3at & Port 5 to 16 compliant with 802.3af.

7.14. **Network Connectivity (Command Centre/Branch Site/ ATM site)**:

- Minimum 100 Mbps leased line as primary & secondary network at CMS CC for redundancy/failsafe switchover.
- Minimum 10 Mbps Wired (Broadband/MPLS/ILL) connection for Branch/ATM site as primary network with static IP configuration.
- 4G/5G Dual SIM VPN on active-active router for failsafe switchover.
- The SIMs to be of different operators/service providers.

7.15. **Servers Config for 2500 sites (for Command Center):**

- Processor: Intel® Xeon® E3-1220 V5 @ 3.00 GHz or higher / Intel® Xeon® E5-2620 V4 @ 2.40 GHz or higher.
- Memory: minimum 16GB RAM required.
- NIC: GbE Network Interface Card
- Hard Disk: SATA-II 7200 RPM Enterprise Class HDD (for Operating System i.e. C drive) & Surveillance-class HDD or high-performance network HDD. It should support 20 MB/s writing.
- Hard disk minimum requirements must be as per the Operating System requirements, recommend capacity is minimum 650 GB.
- Operating System: Microsoft® Windows / Linux OS
- Bidder to design server sizing as per future scalability of sites & CMS should have provision to incorporate up to at least 11,000 sites in future.

7.16. **Monitor : (Only for Branch / Office / Campus. Not Required for Off-Site ATM)**

- Type : LED supporting full HD (1080p).
- Size : 32-inch screen or more
- Speaker : Built in Speaker (4w * 2)
- Operating Temperature : -10 degree to +55 degree
- Certification : FCC/UL/CE

7.17. **Cables/ Wirings/Conduits**:

- Data cable : CAT-6E, ISI marking.
- Power cable : 2 Core/36 power cable with ISI marking
- Conduit/Strip : Conduit pipes /Strips with ISI marking

8. **INSTRUCTIONS TO BIDDERS**:

8.1. The Bid should remain valid for a period of at least 180 days from the last date of submission of Bid. In case the last date of submission of Bid is extended, the Bidder should ensure that the validity of Bid is reckoned from the date of modified last date of submission of Bid.

8.2. The Bid should be signed by the Authorized Signatory of the Bidder and the authorization letter should be submitted along with the Bid.

8.3. The final contract shall be subject to approval of competent authority of the Bank. The decision of the Bank related to procurement of services shall be final and binding on the Bidders. This is a request for proposal for contract. It also means that the Bank is under no obligation to award the contract.

8.4. Bank reserves the sole right for carrying out amendments / modifications / changes in the Bidding process including any addendum to this RFP. The Bidders shall not claim as a right, requiring Bank to do the aforesaid.

8.5. It is mandatory to submit the Technical Bid Offer (TBO) as per the format suggested herein duly filled in, along with the other documents. The Bank, at its discretion, may not evaluate a TBO in case of non-submission or partial submission of technical & other details. The Bank will not normally allow/permit changes in the technical specifications at a later date. Failure to submit this information along with the offer may result in disqualification.

8.6. The TBO must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. There should be one common serial number running through everything submitted. A recommended practice is to number the documents and show document number and page number as in 6-30, meaning page 30 of document 6. The table of contents should clearly indicate the number of pages in each document (e.g., pages 1 to 30 in Document No.6).

8.7. Technical supporting documents should not contain any pricing or commercial information at all. Technical supporting documents with any commercial information will be rejected.

8.8. Indicative Price Bid Offer (IPBO) must be completely and correctly filled and signed by authorized person under the seal of Bidder. Under no circumstances, any alteration will be permitted in the submitted Indicative Price Bid. The Bank may waive any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.

8.9. Bank's Right to Accept or Reject any Bid or All Bids: The Bank further reserves the right to accept or reject any offer and annul the Bidding process or even reject all Bids at any time prior to award of the contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders about the grounds for the Bank's action. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder.

8.10. The Bidder is advised to carefully read and understand the complete scope/ value and volume of the contract involved before submitting their tenders. In general, Bidder shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. Submission of a tender by the Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions, rates and other factors bearing on the execution of the works. No clarifications will be entertained after submitting the tenders.

8.11. **Earnest Money Deposit:**

8.11.1. The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) for an amount of Rs. 2,00,00,000/- (Rupees Two Crore only) in the form of a Demand Draft in favor of Union Bank of India payable at Mumbai / through NEFT/RTGS or in form of Bank Guarantee. Bank details for remitting by

NEFT/RTGS is given here below. Hard Copy of the payment proof (UTR No. etc) must be enclosed with technical bid. If submitted by way of BG, the same must be valid for 225 days from date of submission of technical bid.

Account Name	: Inward RTGS
Bank Name	: Union Bank of India
Account #	: 800501980050000
IFSC code	: UBIN0580058

8.11.2. The successful Bidder's EMD will be discharged upon the Bidders signing the contract & furnishing the Performance Bank Guarantee. Unsuccessful Bidders will be intimated the reasons for their not being empaneled/qualified through email to their authorized email id communicated to us through tender documents and EMD deposited by them, if any, will be returned in due course.

8.11.3. The EMD may be forfeited:

i) If a Bidder withdraws/modifies its bid during the period of bid validity; or
ii) In case of a successful Bidder, if the Bidder fails
a) To sign the Contract within the stipulated time, or
b) To furnish Performance Bank Guarantee within the stipulated time.
iii) At any stage of evaluation, if a bidder /s is / are found to have given wrong certification / information in Technical Bid, which does not support / corroborate such claim/s made in Technical Bid, Bank may at its discretion forfeit EMD and reject the bid.

8.12. **Deadline for Submission of Bids**: Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of Bids being declared a holiday for the Bank, the Bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of Bids by amending the Bid documents, in which case all rights and obligations of the Bank and Bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence/Bid should be addressed to Bank at the following address:

The Chief Security Officer,
Security Services,
Union Bank of India, Central Office, 239, Vidhan Bhavan Marg,
Nariman Point, Mumbai 400021

8.13. **Late Bids**: Any Bid received by the Bank after the deadline for submission of Bid will be rejected.

8.14. The Bank reserves the right to reject a Bid under any of the following circumstances:

8.14.1. Cost of RFP is not submitted except where exemption is claimed.
8.14.2. Incomplete TBO and/or IPBO and/or without documentary proof.
8.14.3. When the Bid (TBO/IPBO) is not in conformity with the terms and conditions stipulated in RFP or the Bid violates any terms and conditions in the RFP document.
8.14.4. The information provided in the Bid is found to be false or factually incorrect.

8.15. The Bid shall be treated as unresponsive and ignored summarily if it does not comply to below mentioned basic technical requirements:

8.15.1. Incomplete/Unsigned/illegible Bid.
8.15.2. Bid with shorter validity period than prescribed.
8.15.3. Bid without EMD except where exemption is claimed with documentary proof.
8.15.4. Bidder did not agree to submit Performance Bank Guarantee.
8.15.5. Bid not matching with technical specifications requirements given in the RFP.
8.15.6. Bidder did not agree to essential terms and conditions incorporated in the RFP

8.16. **Government Resolution/Notification:** Bidder/s are requested to refer to the notification of Ministry of Finance, Department of expenditure (Public Procurement Division) dated 23/07/2020 regarding restrictions under rule 144 (xi) of the General Financial Rules 2017 (Press release dated 23/07/2020, copy placed as Annexure XIV). These restrictions are related to procurement from Bidders of a country or countries which share land border with India, on the ground of defense in India, or matters directly or indirectly related thereto including national security. The following shall be applicable:

8.16.1. Any Bidder from a country which shares a land border with India will be eligible to Bid in the present tender process, **if the Bidder is registered with the competent authority as specified** in Annexure of the said notification.

8.16.2. The registration as mentioned above should be valid at the time of submission of Bids and during entire contract period. If at any time during contract period, the validity of registration is found invalid, bank will take all actions as per law and government guidelines.

8.16.3. Further details are provided in the annexure to the notification mentioned above.

8.16.4. Bidder found not eligible will not be considered for Contract.

8.16.5. Similarly, all applicable Government rules, regulations etc. shall be strictly followed by the Bidder.

8.17. **No commitment to accept lowest or any tender:** The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice. The Bank reserves its right to reject any or all offers without assigning any reasons whatsoever.

8.18. **Compliance with Law:** The Bidder agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations, including the procurement of licenses, permits and certificates and payment of charges, taxes where required. If at any time during the term of this Agreement, the Bank is informed or information comes to the Bank's attention that the Bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate the contract with immediate effect.

8.19. **Confidentiality and Secrecy**

8.19.1. All tangible and intangible information obtained, developed or disclosed by the Bidder including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this RFP or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information").

8.19.2. The Bidder shall ensure that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance under this RFP and the Bidder shall not disclose or part with the Confidential Information to unauthorized person(s). The Bidder shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The Bidder shall ensure that their employees/agents are bound by similar obligation to maintain secrecy in respect of Confidential Information.

8.19.3. In the event of any breach or threatened breach of this clause by the Bidder and/or its employees/agents, the Bidder shall be liable to pay damages as quantified by the Bank.

8.19.4. In the event of any breach or threatened breach of this section by Bidder/its employees/agents, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Bidder/its employees/agents from any such breach, threatened or actual.

8.19.5. The provision under this para shall survive even after the expiry or termination of this agreement.

8.19.6. On the expiry or termination of this agreement, bidder shall handover all the Confidential Information, assets, documents, instruments and/or properties of or relating to the Bank and all other related materials in possession of bidder to an authorized official of the Bank.

8.19.7. The Selected bidder shall be required to sign a Non-Disclosure Agreement with Bank within seven days of issuing the order/letter of intent.

8.20. **Indemnity**: The Bidder shall fully indemnify and hold harmless the Bank against any penalty imposed by any central & state statutory bodies for any reason connected with the services rendered by the selected Bidder, liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account:

8.20.1. Of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this RFP by the selected Bidder/its employees/agents;

8.20.2. Any loss to the equipment, gadgets or sensors etc. provided by selected bidder due to natural or man-made disasters, riots, dacoity / robbery, theft, extortion, fire, accident etc. will be born by vendor. However, vendor may take Insurance cover for such losses.

8.20.3. The Bidder shall fully indemnify and hold harmless the Bank against Intellectual Property Rights (IPR), confidentiality and violations of laws.

8.20.4. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of services provided to fulfill the scope of this project. 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.

8.20.5. The Bidder shall in no event enter a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and bidders) rights, interest and reputation.

8.20.6. The Bidder shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the selected Bidder against the future payments due by the Bank to the selected Bidder.

8.21. **Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable. Only the Bidder who has submitted the Bid will be eligible for participation in the evaluation process.

8.22. **Normalization of Bids:**

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

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

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

8.23. **Audit:**

8.23.1. The services provided by the Bidder shall be subject to audit at the discretion of the Bank.

8.23.2. The Bidder shall, whenever required, furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed & statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further, the Bidder must ensure rectification of all the irregularities thus pointed out by the auditor within a stipulated time frame.

8.23.3. In line of above, the Bidder shall ensure that all regulatory, statutory, local administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.

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

8.24. **The Bank reserves the right to following**:

8.24.1. To modify the terms & conditions and specifications detailed in the RFP and to obtain revised prices from the Bidders with regard to such changes.

8.24.2. To be supplied with original, latest version and licensed software.

8.24.3. To reject a bidder summarily during the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false/incorrect information the Bid.

8.24.4. Bidder must comply with all terms and conditions as mentioned in this RFP document. Bids not conforming to the requirements of the RFP may not be considered by the Bank. However, the Bank reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of the Bank, the best interest of the Bank be served by such waiver.

8.25. **Modification and Withdrawals of Bid:** The Bank will not permit Bidder to modify or withdraw its Bid after the Bid is submitted.

8.26. **Rejection of Bid:** If Bid submitted as per this RFP does not contain the information as required or is incomplete or submission is through e-mail, the Bid will be summarily rejected. 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.

8.27. **Sub-Contractors:** No sub-letting of any provisions of the RFP/contract will be permitted. The bidder shall be solely responsible and accountable for the complete installation, commissioning and its maintenance for the complete CMS.

8.28. **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.

8.29. **Cost of Bidding**: The Bidder should bear entirely and exclusively all costs (whether in terms of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the Bid process including but not limited to cancellation/abandonment/annulment of the Bidding process.

8.30. **Independent Service Provider:** The agreement entered with the successful Bidder shall be on a principal to principal basis between the bidder and the Bank. The bidder shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The services rendered will be solely within control of the successful bidder subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof. The Bidder's personnel, employees, agents etc. have no authority/right to bind the Bank in any manner. The personnel or employees of bidder shall be employed by the Bidder and governed by terms of the bidder's employment and the bidder shall be solely responsible and liable in the event of any adverse claims of whatsoever nature including all violations of law.

8.31. **Clarification/Amendment of bidding documents:**

8.31.1. To assist in the examination, evaluation and comparison of Bids the Bank may, at its discretion, ask the Bidder for clarification. The response should be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

8.31.2. Bidder requiring any clarification on the bidding document may notify the Bank only through e-mail addressed to: cms.sec@unionbankofindia.bank as per format given in Annexure – XIV of this RFP document on or before 27th Dec 2023 which will be answered during Pre-Bid meeting scheduled to be held on 2nd Jan 2024 at 1100 hours at Central Office of Bank located at 239, Vidhan Bhavan Marg, Nariman point, Mumbai-400021. Queries/clarifications sought by any other mode will not be entertained.

8.31.3. The Bidder is requested to collate and submit queries together while seeking clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit our Banks website for clarifications and other communications.

8.31.4. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

8.31.5. All Bidders must ensure that such clarifications / amendments have been considered by them before submitting the Bid and all such addendums/amendments/notices shall be binding on them. Bank will not take responsibility for any omissions by Bidder.

8.31.6. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

8.31.7. If required, Bank at its sole discretion may extend the deadline for submission of Bids in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids. However, no request from the Bidder(s), shall be binding on Bank for the same. Bank's decision in this regard shall be final, conclusive and binding on all the Bidders.

8.31.8. All queries/clarifications of bidders on the RFP shall be taken up in the Pre-Bid meeting on the scheduled date. Bidders, through their authorized signatory/representative should attend the pre-bid meeting for placing the queries/clarification points for this RFP. Text of the queries received and response of the Bank together with amendment to the Bidding document, if any, will be posted on Bank's website on 9th Jan 2024, after the Pre-bid meeting. No individual clarification will be sent to the Bidders. It is the responsibility of the Bidders to check the Bank's website before final submission of Bids. Any change in the RFP, if agreed by the Bank will be put on the Bank's website in the form of a corrigendum or revised RFP. No corrigendum on Bank's website in this regard would mean that Bank has not considered any change in the RFP hence willing prospective bidders have to send proposals (bids) as per this RFP only.

8.31.9. **No Erasures or Alterations:** There should be no significant hand-written material, corrections or alterations in the offer. Technical details must be filled up. Correct technical information of the product being offered must be filled in. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable.

8.32. **Contacting the Bank:**

8.32.1. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid till the time the contract is awarded.

8.32.2. Any effort by a Bidder to influence the Bank in evaluation of the Bid, Bid comparison or decision on awarding contract shall result in the rejection of the Bid. Bank's decision will be final in this regard and without prejudice and will be binding on all the parties.

8.33. **Submission of Bids**:

8.33.1. Technical Bid Offer (TBO) & Indicative Price Bid (IPB) should be submitted in separate sealed envelopes super scribed as "Technical Bid Offer for CMS Services" and "Indicative Price Bid Offer for CMS Services" (as applicable) with Bidder Name & Address and Name & contact number of authorized signatories. These envelopes containing offers should be submitted in a big, sealed envelope super scribed "Tender for CMS Services" with Bidder Name & Address and Name & contact number of authorized signatories. Bids which are not in sealed envelopes will be rejected.

8.33.2. The Bidders should furnish self-attested documentary evidence in support of each of the statements made herein and the originals are required to be produced for verification within the time limit prescribed elsewhere in this document.

8.33.3. During the period of evaluation, Bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If any part of the technical specification offered by the Bidder is different from the specifications sought in our RFP, the Bidder has to substantiate the same in detail, the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.

8.33.4. 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.

8.33.5. The Bank may, at its discretion, waive any minor deviation, non-conformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

8.34. For administrative convenience and to prevent unnecessary delay and to prevent communication gap, all communications shall be made only through email. All Bidders are requested to confirm a single email address of authorized signatory for all communications related to this RFP process and its operation i.e. till expiry of contract.

8.35. **Integrity Pact (IP)**:

8.35.1. Bidders who commit themselves to Integrity Pact (IP) with the Bank, would only be considered competent to participate in the tender process. In other words, entering this pact would be the preliminary qualification. The Bid without Bidder's commitment to IP shall be rejected summarily.

8.35.2. IP shall cover all phases of contract i.e. from the stage of Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the total period of contract. Format of IP is attached in **Annexure VII** for reference.

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

a) Smt. Bharathi Sivaswami Sihag, (Retired IAS),
E-mail- bsihag@hotmail.com

b) Dr. Meeran Chadha Borwankar, (Retired IPS)
E-mail- mcborwankar@gmail.com

9. Payment to Vendor - The payment for the services rendered shall be made by Central Office of the Bank adhering to the following:

9.1. Monthly bills as per rates approved by the Bank + GST, shall be submitted for payment by the vendor to the CMS CC. CMS CC shall scrutinize & verify the bill for correctness as per rates, terms & conditions of the contract and recommend the same for release of payment incorporating deductions if any, as per penalties clause for deficiency in services at CMS CC or sites.

9.2. Payment shall be made to the Bank account of the vendor through online/NEFT/RTGS mode only. No cash payment shall be made under any circumstances.

9.3. Bank will not make payment for services not provided by the vendor. Pro rata charges may be paid for partial services rendered by vendor at the discretion by Bank.

9.4. Any issues related to payment should be communicated to the CMS CC within 15 days from the date of arising of such issue. Matter must be escalated to higher authority within a month to avoid pendency.

9.5. No advance amount will be made to vendor. Also, there shall be no obligation on the Bank to provide any finance/loan to the vendor.

9.6. Payment of rent shall be made initially on "Go Live" of 500 sites, and thereafter on completion of every batch of 500 sites. Last three months' rent for each site shall be withheld till 180 days beyond expiry of contract OR till all contractual obligations are fulfilled, including formatting of the hard disks and SD cards of cameras, whichever is later.

9.7. In case of relocation of branch site or offsite ATM site during the contract period, a onetime payment of amount equivalent to ONE month's charges applicable for the site shall be paid for re-locating all the equipment/devices installed for CMS coverage of the site.

9.8. In case of closure of any site in middle of a month by the Bank, vendor shall be entitled to claim rent for entire month.

9.9. No separate rent would be payable for monitoring movement of cash vans, about 500 in number. This means rent would be paid only for 2000 sites i.e. branches & Off-Site ATMs.

10. Penalties:

10.1. For delay in SITC- The complete CMS for all the Locations/sites allotted by the Bank, including establishing of CMS CC at bank's premises should be delivered, installed and made operational within 120 days of receipt of work order from the Bank. In case the bidder is not able to make the CMS CC operational within the stipulated timeline solely because of its limitation, the bank will impose a penalty of Rs. 1000 per day till such time the CMS CC is made completely operational. Beyond 150 days from the date of Work Order, bank shall have the option of cancelling the whole order, invoke Bank Guarantee and blacklist the vendor, unless delay is on part of the bank or reasons beyond control of both bidder/Bank.

10.2. For any new locations, over and above, that is communicated by the Bank, the deployment must be completed within the 30 days from the date of Work Order. A penalty of Rs. 200/- per day per location shall be levied by the Bank in case of delay in installation and making the site operational beyond the 30 days from the date of Work Order. Beyond 60 days from the date of Work Order, bank shall have the option of cancelling the order(s), invoke Bank Guarantee and blacklist the vendor unless delay is on part of the bank or reasons beyond control of both bidder/Bank.

10.3. Operational availability of the System. If the CMS remains non-functional beyond 24 Hrs in a day at any site under coverage, penalty will be levied at the rate of Rs 200 per day in addition to non-payment or deduction of rent of that number of days.

10.4. Bank reserves its right to recover the penalty through any mode i.e. by recovering from the monthly bills for the services availed or from any payment being released to the selected bidder or by invoking the Bank Guarantee.

10.5. Any loss/damage to the asset or property of Bank due to or attributable to the bidder and /or due to fault / unserviceability of its equipment or non-generation of alerts or due to acts/inaction of the bidder or its employee or their negligence if any, shall be recovered along with 20% of cost of such loss/damage as penalty from the bills payable by Bank to the Vendor.

11. TECHNICAL BID OFFER (TBO):

11.1. The TBO should be complete in all respects. It should NOT contain any price information. The TBO should be submitted in a sealed envelope containing the following in the sequence given below:

11.1.1. DD / Documentary proof for payment of Rs 25,000/- (Rs. Twenty-Five thousand only) towards cost of RFP.
11.1.2. DD / Documentary proof for payment of Rs.2,00,00,000/- (Rs. Two Crore only) towards EMD.

11.1.3. Bid Application cum Letter of undertaking as per **Annexure-I**.
11.1.4. Profile and declaration on minimum eligibility & qualifying criteria by the Bidder as per **Annexure- II**.
11.1.5. Details of clients of CMS as per **Annexure-III.**
11.1.6. Reference Site details as per Annexure IV.
11.1.7. Self declaration for Technical evaluation as per **Annexure- V.**
11.1.8. Integrity Pact (IP) as per **Annexure-VII** duly signed by authorized signatory. IP submitted by the bidder will be reviewed to check if it is as per prescribed format.
11.1.9. Reverse Auction – Exhibit A as per Annexure X
11.1.10. Reverse Auction – Exhibit B as per Annexure XI
11.1.11. Reverse Auction – Exhibit C as per Annexure XII
11.1.12. Attested photocopies of relevant documents/certificates as proof documents in support of information related to the eligibility criteria and other claims, in the same sequence as given in Para 8 above (To be filed in a separate file).
11.1.13. Documentation (Product Brochures, leaflets, manuals etc., if any).
11.1.14. All pages of the Bid including un-amended printed literature should be initialed by the authorized signatory signing the Bid. Corrections or alterations, if any, should be authenticated by the authorized signatory. The TBO must be submitted in an organized, numbered and structured manner (spiral binding will be appreciated). No brochures/leaflets etc. should be submitted in loose form.

11.2. Bank reserves the right to cancel or resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

11.3. 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.

11.4. The Bank reserves the right to disqualify the Bidder (s) if Bidder (s)who have not completed any project successfully in Union Bank of India in stipulated time i.e. supply Installation, Implementation etc.

11.5. The Bank reserves the right to modify any terms, conditions or specifications for submission of Bids and to obtain revised Bids from the Bidders due to such changes, if any at any time prior to completion of evaluation of technical Bids from the participating Bidders.

12. INDICATIVE PRICE BID OFFER (IPBO):

12.1. The IPBO shall be typed or written in indelible ink on the Bidder's printed letter head as per Annexure-XIII and shall be duly signed with Name and designation of the authorized signatory affixed with seal of the company. IPBO details must be filed completely, without corrections or alterations. Use of eraser and over writing shall not be accepted.

12.2. All amounts mentioned in IPBO should be in Indian Rupees only and exclusive of applicable GST.

12.3. No fresh claims except those mentioned in the TBO and IPBO shall be entertained once the contract is issued. All charges not mentioned in the IPBO shall be catered for in the IPBO. If any charges are not mentioned, it would be construed that same would be borne by Bidder without any additional cost to the

Bank. However, for any fresh requirement by the Bank, not mentioned in this RFP and to comply with Banks requirement, if Bidder would need to incur additional expenditure, then Bank may consider reimbursing beyond the scope of this RFP.

12.4. The IPBO must not contradict the TBO in any way and should include the indicative cost of all the items offered. The TBO should be enough to verify that all requirement asked for are quoted in the IPBO.

12.5. The Bidders 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 IPBO are allowed. Any deviations may lead to disqualification of the Bid.

12.6. The IPBO shall be on a fixed price basis and no upward revision in the price would be considered on account of subsequent increase in Govt. Levies/taxes, manpower cost etc. However, if there is any reduction on account of Govt. levies/taxes, during the offer validity period, the same shall be passed on to the Bank.

12.7. The composite price comprising of monthly charges quoted for branch site & offsite ATM site covering approximately 2000 sites (1700+300) for six years as indicated in the IPBO will be considered for finalizing the starting price for reverse auction process.

12.8. Only technically qualifying bidders will participate in the Reverse auction process that will be conducted by a reverse auction agency authorized by the Bank. Specific rules for this event viz. date and time, start price, bid decrement value, duration of event etc. shall be informed by the authorized reverse auction agency to the participating Bidders before the event.

12.9. The lowest composite IPBO rates quoted for Branch/Office site (including onsite ATM) & offsite ATM site will be taken as the starting price for the Reverse Auction and not for deciding the L-1 status. Bidders should note that the IPBO is considered for the purpose of conducting Reverse auction process only. The L1, L2, L3 Bidder and so on will be decided later, only on finalization of prices through Reverse Auction.

12.10. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the EMD submitted to Bank.

13. PRICE COMPOSITION:

13.1. The price quoted shall comprise of monthly charges per site for supply, installation, testing & commissioning of centralized monitoring system (CMS) at sites and cost of establishment of CMS CC at Bank's premises & managing the same on monthly rental basis (OPEX Model), including cost of providing manpower, as mentioned above.

13.2. All charges for the monitoring executives, staff for backend/MIS/Analytical activities & support staff deployed at the CMS CC would be inclusive of minimum wages laid down by the Government, relieving charges, cost of training, statutory contributions & miscellaneous cost etc.

13.3. Revelation of Prices: The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.

14. TENDER EVALUATION PROCESS:

Technical Bids will be evaluated in the following stages:

14.1. Stage I:

14.1.1. Technical bids shall be opened on the designated date, time & place. Technical Bids not accompanied with Demand Draft for the cost of RFP & EMD shall be summarily rejected except for Bidder(s) claiming exemption on cost of RFP & EMD who have valid registration with Department of Micro, Small & Medium Enterprise (MSME) or registration with Central Purchase Organization or the concerned Ministry or Department. PLEASE NOTE THAT EXEMPTION IS APPLICABLE ONLY FOR "MICRO" & "SMALL" ENTERPRISES, NOT FOR "MEDIUM".

14.1.2. The registration of bidders seeking exemption for cost of RFP & EMD shall be verified with the concerned Ministry or Department, based on the proof documents. If found ineligible for such exemption, the Bid of such Bidder shall be summarily rejected. Bidder should verify their claim for exemption before submitting the Bid (indicating terminal validity date of their registration) for the item(s) tendered as per notification of Department of MSME.

14.1.3. The Bidders' name, bid modifications or withdrawals and the presence or absence of requisite cost of RFP & EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening.

14.1.4. Bids and modifications sent, if any, that are received earlier and replaced by revised Bid or any Bids/modifications submitted after the last date & time of submission of Bids, will not be opened at the time of Bid Opening and shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

14.2. Stage II:

14.2.1. Bidders qualifying Stage I shall be evaluated against the stipulated documents submitted along with the Bid.
14.2.2. Documents submitted along with the Bid shall be considered as final and conclusive proof.
14.2.3. Bids not complying or adhering with any of the minimum eligibility criterion or without relevant proof of documents shall not qualify this stage.
14.2.4. Bidders whose TBO is found in order as per terms and conditions of RFP as determined by Tender Evaluation Committee (TEC) in technical evaluation in Annexure-V will be considered for next stage.

14.3. Stage III:

14.3.1. Veracity of documents/facts as submitted by the Bidders qualifying Stage II will be further verified with original certificates/documents through visits to the offices of the Bidders.

14.3.2. Visit to bidders' own/client CMS CC to evaluate the compliance of technical requirements of the CMS solution, shall be carried out.

14.3.3. Visit to any location / site, as per bidder's choice, to view practical demonstration of all features of the system, as demanded in the RFP. Bidders must be prepared for live demonstration any day after technical bid opening.

14.3.4. Mock tests shall be conducted at any 10 randomly selected sites of the bidder. The bidder will be disqualified in case tests conducted fail to generate alert at more than 3 locations, i.e failure rate of 30% or more in mock tests will automatically disqualify a bidder.

14.3.5. Feedback from reference sites/institutions where Bidder had provided or presently providing services shall be obtained and evaluated.

14.3.6. Bidders failing to furnish original certificates/documents, not complying on technical requirements of CMS solution and unsatisfactory feedback from reference sites/institutions where Bidder had provided or presently providing services as per stipulated criteria shall be disqualified at this stage.

14.3.7. Bidders qualifying above mentioned three stages shall only be short-listed for Stage IV and further process.

14.4. Stage IV:

14.4.1. IPBO of Bidders qualified in Stage III shall only be opened by Committee of Bank officials. Bidders may or may not be invited for IPBO opening process.
14.4.2. Based on opened IPBO, TEC will determine the start price for reverse auction process. L1, L2, L3 bidders and so on will be decided through reverse auction process only.

14.5. Bank shall award the work to L1 bidder as determined after reverse auction process. However, in the event of Work being refused by L1, offer to work will be passed on to L2 at the rates of L1 and in case, L2 also refuses the work offer would be passed on to L3 at the same terms and conditions of L1 and so on.

15. REVERSE AUCTION:

15.1. **Reverse Auction Procedure**: The detailed procedure for Reverse Auction to be followed for this RFP is given below:

15.1.1. The response to the present tender will be submitted by way of submitting the TBO & IPBO in separate sealed covers. The IPBO submitted by the Bidders who are short-listed in the technical bid evaluation process will be opened and these Bidders will only be invited to participate in the online Reverse Auction to be conducted by the reverse auction company authorized by the Bank. For participating in reverse auction process digital signature is a pre-requisite.

15.1.2. Bidders invited for reverse auction process will be trained by the reverse auction company for this purpose, and they will have to abide by the business rules for reverse auction framed by the Bank in consultation with reverse auction company. The rules are furnished separately in this RFP.

15.1.3. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single reverse auction to decide L1 bidder.

15.1.4. The Bank shall, however, be entitled to cancel the process of reverse auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and/or in the interest of the Bank.

15.1.5. The successful bidder shall be obliged to provide a Bills of Materials and break-up of last bid price as per IPBO format after completion of reverse auction process.

15.2. **Rules for Re-reverse Auction**: Bank may consider the option of a Re-reverse Auction in following manner:

15.2.1. During the process of reverse auctions, if there is either no Bids from logged in Bidders or only one Bidder puts up Bid/s, Bank may decide a re-reverse auction by taking fresh IPBO from all short-listed Bidders in sealed cover only, to amend the start price for Re-reverse auction.

15.2.2. In case the start price for the Reverse Auction event is decided by Bank and there are no Bids or only one Bid/s by a single Bidder in the Reverse Auction, Bank may decide Re-reverse Auction while further amending the start price.

15.2.3. Reverse auction will be valid only if two or more Bidders are participating in the reverse auction event. In all the above circumstances, the Bank may take a decision on re-reverse auction.

15.3. **Business Rules for Reverse Auction**: The following rules will be applicable:

15.3.1. Reverse auctions are carried out under the framework of rules that are called Business Rules.

15.3.2. All bidders participating in reverse auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format **Exhibit-A**.

15.3.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation in respect of the procurement in question.

15.4. **Compliance/Confirmation from Bidders**: The bidders participating in reverse auction shall submit the following duly signed by the same Authorized Authority who signs the offer documents in response to the RFP:

15.4.1. Agreement between service provider (Auctioneer) and bidder. This format will be given by the service provider prior to announcement of reverse auction.

15.4.2. Letter of authority authorizing the name/s of official/s to take part in reverse auction as per format in **Exhibit-B**.

15.4.3. Undertaking of Process Compliance Statement for reverse auction as per **Exhibit- C**

15.4.4. The service provider at the end of each reverse auction shall provide the bank with all details of the bids and reports of reverse auction.

15.5. **Training**

15.5.1. The Bank will facilitate training for participation in reverse auction either on its own or through the service provider for the reverse auction.

15.5.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with reverse auction process.

15.5.3. Any bidder/bidders not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

15.5.4. The Venue, Date, Time etc. for training in reverse auction shall be intimated at the appropriate time.

15.5.5. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, reverse auction service provider and the Bank.

15.5.6. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the reverse auction or the whole process of selection of bidder.

15.5.7. Service provider is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

15.5.8. Each bidder/s shall participate in the training at his/their own cost.

15.5.9. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.

15.5.10. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique username, password by the service provider/auctioneer.

15.5.11. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

15.5.12. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder/bidders to whom login ID and password were assigned by the service provider/auctioneer.

15.5.13. Any bid once made through registered login ID/password by the bidder /bidders cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

15.5.14. Every successive bid by the bidder/bidders being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

15.5.15. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

15.6. **Total Cost of Ownership (TCO):**

15.6.1. TCO refers to the aggregate amount payable by the Bank for transfer of ownership. TCO shall encompass but not be limited to the following:

15.6.1.1. Cost of the equipment/product or services.

15.6.1.2. License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses).

15.6.1.3. Supply, Installation, testing and commissioning charges.

15.6.1.4. The prices should include the comprehensive onsite warranty, maintenance of the equipment covering all components, services, and visits to the concerned offices as specified in the RFP.

15.6.1.5. Preventive/breakdown Maintenance Charges for the period as specified in the RFP.

15.6.1.6. Transportation and Forwarding charges to respective sites.

15.6.1.7. Training costs for the product/service/equipment if and as defined in RFP.

15.6.1.8. Service Level Agreement (SLA) costs as defined in RFP for applicable period.

15.6.1.9. Facility Management/infrastructure support costs as defined in RFP.

15.6.1.10. Total Cost of Ownership (TCO) refers to aggregate amount payable by the Bank for availing CMS services for branches, offices, offsite ATM sites and outsourced cash vans pan India.

15.6.1.11. TCO for each site shall encompass but not limited to the following:

15.6.1.11.1. Fixed monthly rental charges for CMS for Branches/Offices including onsite ATMs.

15.6.1.11.2. Fixed monthly rental charges for CMS for offsite ATM Site.

15.6.1.11.3. SITC of CMS CC, monitoring /support staff & technical staff at the CMS CC on Opex model except Bank's Officials.

15.6.1.12. Cost of monitoring cash van movement will not be considered in TCO since GPS is already installed in all cash vans. Selected bidder needs only to access the same and monitor the movement using the CMS software.

15.6.1.13. TCO, however, shall not include GST. GST shall be paid additionally as applicable.

15.7. **Date/Time of Reverse Auction:**

15.7.1. The Date & Time of commencement of reverse auction and also the duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.

15.7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

15.8. **Conduct of Reverse Auction**:

15.8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

15.8.2. The reverse auction will be conducted through an authorized reverse auction service provider specifically identified/appointed/empaneled by the Bank.

15.9. **Proxy Bid**:

15.9.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

15.9.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

15.9.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

15.9.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

15.10. **Transparency in Bids**: All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

15.11. **Masking of Names:**

15.11.1. Names of bidder/ bidders shall be anonymously masked in the reverse auction process and bidders will be given suitable dummy names.

15.11.2. After completion of reverse auction, the service provider/auctioneer shall submit a report to the Bank with all details of bids and the original names of the bidders as also the L1 bidder with his/their original names.

15.12. **Start Price**: Bank shall determine the start price (composite price) for the reverse auction from the IPBO submitted by the technically qualified bidders/TCO.

15.13. **Decremental Bid Value**:

15.13.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be 0.25% of the Start price of the reverse auction.

15.13.2. The bid decrement value shall be rounded off to the nearest hundreds of rupees.

15.13.3. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level and should not exceed 2% of start bid price at a time).

15.14. **Copy of Business Rules**:

15.14.1. The Bank shall supply copy of the Business rules to bidder/ bidders, eligible to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

15.14.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

15.14.3. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and binding.

15.15. **Expenditure on Reverse Auction**:

15.15.1. All expenses of reverse auction shall be borne by the Bank.

15.15.2. Bidders, however, shall attend the training or mock auction at their own cost.

15.16. **Changes in Business Rules**:

15.16.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior/top executives of the Bank.

15.16.2. Any/all changes made in Business Rules shall be uploaded in the Website immediately.

15.16.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed to each bidder/bidders.

15.17. **Don'ts Applicable to the Bidder:**

15.17.1. No bidder shall involve himself/itself or any of his/its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder/bidders concerned from the reverse auction process and blacklist them for future processes.

15.17.2. Bidder shall not disclose details of his bids or any other details concerning reverse auction process of the Bank to any other third party without specific permission in writing from the Bank.

15.17.3. Neither Bank nor service provider/auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

15.18. **Errors and Omissions**: On any issue or area of material concern respecting reverse auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

16. <u>GRIEVANCES REDRESSAL</u>:

16.1. Any aggrieved bidder/bidders through reverse auction process can make complaint in writing within 48 hours of the reverse auction on to the Chief Compliance Officer of the Bank.

16.2. The Chief Compliance Officer along with the Chief Law Officer of the Bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder/bidders and decide upon the complaint/grievance.

16.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the reverse auction.

16.4. Any aggrieved bidder/bidders through reverse auction process can make representation in writing within 48 hours of the Reverse Auction to the IEM (Independent External Monitor) of the Bank.

17. TAXES, DUTIES AND OTHER STATUTORY REGULATIONS:

17.1. The Bidder/Bidders will be entirely responsible for all applicable taxes like Central/State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, etc. Bank will only pay the GST as per actuals, as/if applicable.

17.2. **Income/Corporate Taxes in India**: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Bidder shall include all such taxes in the contract rate.

17.3. **Tax deduction at Source**: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations 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.

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

17.5. The Bidder shall comply with all the statutory obligations of the Government of India/State Governments/labor laws and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Bidder.

17.6. The successful Bidder will execute a Service Level Agreement (SLA) upon selection. The Agreement shall be executed at the Corporate Office and the stamp duty shall be payable under the laws of respective states, where agreement is executed. All the expenses towards execution of Agreement and stamp duty shall be borne by the Bidder.

17.7. The offer should be complete and self-contained in all respects and avoid cross-referencing other offers from the same bidder.

17.8. **Bidding Document**: The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders’ risk and may result in the rejection of its Bid. Bidder should strictly submit the Bid as per RFP failing which the Bid will be rejected as non-responsive.

18. **SIGNING OF CONTRACT**: The successful Bidder shall execute the following:

18.1. Confidentiality/Non-Disclosure Agreement (NDA) with the Bank. RFP document and corrigendum will be the part of the contract.

18.2. A Service Level Agreement (SLA) within 1 week from the date of acceptance of work order and Non-Disclosure Agreement (NDA) within 1 week after receiving the work order or within such extended period as may be permitted by the Bank on the basis of Tender Document, the tender of the successful Bidder, the letter of acceptance and with such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Payment will not be released in the absence of above signed agreement.

19. PERFORMANCE BANK GUARANTEE (PBG):

19.1. The selected Bidder should submit a PBG at the rate of 5% of the Contract value. The PBG should be valid for a period of 6 years and sixty days from the date of receipt of contract award letter.

19.2. PBG should be issued by a reputed Commercial bank **other than Union Bank of India** favoring Union Bank of India, in the format given in **Annexure VI** of the RFP.

19.3. The PBG should be submitted within 14 days from the date of receipt of work order. The Bidder should ensure that the PBG is sent to the Chief Security Officer, Security Services (SSD), Central Office, Union Bank of India, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021 by hand.

19.4. The Bank will have the right to make good all liabilities arising out of the contract by invoking the PBG.

20. CODE OF CONDUCT FOR BIDDERS (FRAUDULENT AND CORRUPT PRACTICES):

20.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/ coercive/ undesirable or restrictive practices in the Bidding Process.

20.2. Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

20.2.1. **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

20.2.2. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

20.2.3. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.

20.2.4. **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest.

20.2.5. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

21. PRE-BID MEETING:

21.1. For the purpose of clarifications of doubts of the Bidders on issues related to the RFP, Bank intends to hold second Pre-Bid meeting on 17th Jan 24 at 1100 hours. Queries, if any, of prospective bidders can be clarified during the said meeting. Bank's response will be uploaded at Bank's web site on 20th Jan 2024. Only authorized representative of Bidder (maximum two) will be allowed to attend the Pre-Bid meeting.

21.2. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.

21.3. Any modification of the RFP, which may become necessary as a result of the Pre-Bid Meeting, shall be made by the Bank exclusively through the issue of an Addendum/Corrigendum only on Bank's website www.unionbankofindia.co.in**.**

22. LIQUIDATED DAMAGE:

22.1. The Bank will consider the inability of the bidder to deliver services within the specified time limit, as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to failure in performance to the obligations by the bidder. Installation will be treated as incomplete in one/all the following situations:

22.1.1. Non-delivery and non-availability of any components, software or other services mentioned in the order.
22.1.2. Non-delivery of supporting documentation that may be required for execution of the contract.
22.1.3. No Integration or improper integration.
22.1.4. System operational, but unsatisfactory to the Bank during checks carried out by the Bank.

22.2. Bank reserves its right to recover the damages through any mode such as by recovering from the amounts payable for the services rendered or invoking the Bank Guarantee or any other assets of the Bidder lying with the Bank.

22.3. Damages for non-fulfillment of terms of contract will be up to a maximum of 10% of the contract value beyond which the contract is liable to be terminated at the sole discretion of the Bank; the Bank shall also seek further damages from the bidder for disruption in the service.

22.4. Any such recovery or liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the works/service(s) or from any other obligations and liabilities under the Contract/Agreement/Work Order.

22.5. Bank reserves the right to condone the delay, if it is not attributable to the successful Bidder.

23. AUTHORIZED SIGNATORY:

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

24. CONTRACT AND PERFORMANCE:

24.1. Bank shall have the right of periodical review of the performance of the Bidder under the contract which would be basis of continuation or termination of the same.

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

25. **PROPOSAL OWNERSHIP**: The proposal and all supporting documents 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, that the proposal and documents be returned or destroyed.

26. **NOTIFICATION OF AWARD**: Prior to expiry period of Bid validity, the Bank will notify the successful Bidder(s) in writing or by e-mail that their Bids have been accepted. Upon notification of award to successful Bidders, Bank will notify each unsuccessful Bidder and will discharge their Bid security. After selection of the Bidders, the Bank will follow its internal procedure for necessary approvals and thereafter proceed with placing letter of approval or otherwise to the Bidders.

27. TERMS OF IMPLEMENTATION: The following terms are applicable: -

27.1. It shall be the responsibility of the bidder and its representatives to clear all queries and comply with the terms of the contract and RFP.

27.2. The bidder who has been issued with a work order shall provide the services in the time mentioned in the work order.

27.3. Invoice shall not be raised except for the purpose mentioned in Price Bid Offer and contract/work order. All the invoices (wherever applicable) should be submitted within 15 days of the subsequent month as mentioned in the work order.

28. **<u>GOVERNING LAW & DISPUTES</u>:** The provisions of this RFP process shall be subject to governing laws, Government Notifications, any rules/ guidelines that may be in force from time to time. All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of **"Arbitration and Conciliation Act-1996"** or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. However, there is a provision of appeal if either party is not satisfied with the arbitration award. During the arbitration proceedings the Bidder shall continue to work under the contract unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

29. <u>ARBITRATION</u>:

29.1. Any dispute, controversy or claims, arising out of or relating to the Agreement or the breach, termination or in validity thereof, shall be settled by arbitration of a sole arbitrator jointly appointed by the Parties, or if the Parties are unable to Agree upon an arbitrator, to the arbitration panel of 3 (three) arbitrators, 1(one) to be appointed by each disputing Party and the third to be appointed by the 2(two) arbitrators so appointed. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or modification, amendment, consolidation or re-enactment thereof. The arbitrator/s will have power to regulate their own procedure, including summary powers.

29.2. The place of arbitration shall be Mumbai, Maharashtra State, India and any award whether interim or final, shall be made and shall be deemed for all purposes between the Parties to be made in Mumbai, Maharashtra State, India.

29.3. The award of the arbitrators shall be final and conclusive and binding upon the Parties, and the parties shall be entitled to enter judgment thereon. The Parties further agree that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

29.4. Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Mumbai, Maharashtra State, India entering into the agreement, shall have exclusive jurisdiction.

30. **<u>LIMITATION OF LIABILITY</u>**: Bidder's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to following:

30.1. The infringement indemnity; or
30.2. Bodily injury (including death) and damage to real property and tangible personal property caused by bidder's negligence.
30.3. Liability arising under concerned clause of RFP.
30.4. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of orders placed by the Bank on the bidder under this project for entire period.

31. **<u>FORCE MAJEURE</u>**: Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect

the performance of the Contract, such as:

31.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics etc.

31.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, Terrorist attacks, and public unrest in work area; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

32. **ENFORCEABILITY**: The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of bidder will be accepted by the bidder without any demur and the Bank will be at liberty to enforce these conditions/rights.

33. **ASSIGNMENT**: The whole of the works included in the contract shall be executed by the Bidder and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.

34. **SUCCESSORS**: The contract/agreement with successful Bidder/s shall bind the heirs, executors, administrators, successors and permitted assigns of the Bidder with respect to all covenants herein and cannot be changed except by written agreement signed by both parties. The term “Bidder" wherever used shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, subcontractors and representatives.

35. **TERMINATION OF CONTRACT**:

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

35.2. The Bank shall have a right to terminate the contract/agreement at any time without assigning any reasons thereto, by giving not less than 30 days prior written notice of the intention to do so, to the Successful Bidder.

35.3. The Bank will be entitled to terminate the contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following conditions by giving 30 days’ notice in writing to bidder:

35.3.1. The selected Bidder commits a breach of any of the terms and conditions of the Bid.
35.3.2. The bidder goes into liquidation voluntarily or otherwise.
35.3.3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract/agreement.
35.3.4. The progress regarding the execution of the order accepted by the selected Bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the contract executed by the another party of its choice by giving one month’s notice for the same . In this event, the selected Bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the contract. This clause is applicable, if for any reason, the contract is cancelled.
35.3.5. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
35.3.6. Non-satisfactory performance of the selected Bidder during implementation and operation.

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

35.3.8. 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.

35.3.9. The average availability of services in 3 (three) consecutive months of all together is less than 90%.

35.3.10. Selected Bidder or its sub-contractors are found to be indulging in frauds.

35.3.11. The Bank suffers a financial and reputation loss on account of any activity of Bidder.

35.3.12. In the event of any default by the Bidder, if in the reasonable opinion of the Bank, performance of any of the said services under this RFP contract by the Bidder, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.

35.3.13. If Bidder fails to perform the said services under this RFP contract or to observe any of its obligations or breaches all or any of the terms of the contract/agreement.

35.3.14. If a petition for insolvency is filed against the Bidder and such petition is not dismissed within Ninety (90) days after filing and/or if the Bidder makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of Bidder's properties.

35.3.15. If in the opinion of the Bank the interest of the Bank is jeopardized in any manner whatsoever.

35.3.16. Failure of the Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of work order.

35.3.17. Delay in delivery beyond the specified period.

35.3.18. 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.

35.3.19. It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against Bidder for any breach or non- compliance of the terms of the contract/agreement.

36. WAIVER:

36.1. Non-enforcement by either party of any of the provisions of the contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to the contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original indent.

36.2. The failure on the part of the Bank to insist upon the performance of any terms and conditions of RFP, to exercise any right or privilege conferred in this RFP, or to demand any penalties resulting from any breach of any of the terms or conditions of this RFP shall not to be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

37. **PROPRIETARY RIGHTS:** The work product including but not limited to all information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the services rendered by the bidder shall be the sole and exclusive property of the Bank. In furtherance thereof, the bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to any work product produced under RFP contract. The bidder shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in writing by the Bank.

38. **LIABILITY OF THE SUCCESSFUL BIDDER:**

38.1. Bank shall hold the Successful Bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non- fulfillment of any obligations under the contract and such liability of the Successful Bidder will be restricted to the actual amount of the contract.

38.2. Successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the contract to be issued for this tender.

38.3. However, the Successful Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

39. **NEGLIGENCE**: In connection with the work, the provisions of General Terms, if the Successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable notice given to him in writing calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default, the Bank shall have the right to cancel the contract holding the Successful Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated to make good the failure at the risk and cost of the Successful Bidder.

40. **OTHER TERMS AND CONDITIONS:**

40.1. In case any information furnished during the Bidding process is found to be incorrect, Bank will not only be summarily rejecting the current Bid but the company itself may be debarred from any future Bidding with the Bank for a period of 2 years. The Bank may share such information with Indian Bankers' Association (IBA), which is the voluntary representative body of all banking institutions in the country, who, in turn, may share the information among its member institutions. This clause would be applicable only if the Bidder fraudulently misrepresents itself to the Bank.

40.2. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to Bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media, but shall be only uploaded on Bank's website. Prospective Bidders shall regularly visit Bank's website to get themselves updated on changes / development in relation to this RFP.

40.3. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the successful Bidder. The Bidder shall agree that until a formal agreement on stamp paper is prepared and signed with the Bank, this RFP together with Bank's written acceptance and notification of award shall constitute a binding contract between the successful Bidder and the bank.

40.4. The Bank shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). The reasons for cancellation may be as determined by the Bank in its sole discretion.

40.5. All the pages of tender document shall be stamped and signed by Authorized signatory as token of having read the entire tender document and understood the instructions, terms & conditions etc and accepted the same. No changes whatsoever be permitted in the tender document and the Bid submitted by the Bidder shall be strictly as per Bank's format.

41. NUISANCE TO PUBLIC: The bidder shall not at any time do cause or permit any of its representative to cause any nuisance at the Bank site/s or do anything which shall cause unnecessary disturbance and inconvenience to the Bank, Owners, Tenants or occupier of other properties near the site and to the customers and public in general.

42. **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.

43. **INSURANCE:**

43.1. Comprehensive General Liability Insurance covering bodily harm, injury, death of all individuals employed/assigned by bidder to perform the services required under the contract/agreement.

43.2. Dishonesty, theft, extortion, robbery, forgery, altered documents, fraud, fidelity / dishonest acts on the part of bidder's employees as beneficiary.

43.3. The bidder shall at its own cost provide insurance for sufficient amount, of its own property, individuals, employees, agents or persons assigned to perform the services under the contract/ agreement.

44. **SUPPORT & UPDATES:**

44.1. The Bank should have the accessibility to enable or disable support access to the platform. Support team should be able to gain access only when the permission is expressly granted by the bank, and strictly under no other circumstances. No back door or other vulnerabilities should exist in the platform. Bidders should give undertaking for the same, and if discovered will be subject to financial penalties, blacklisting and cancellation of contract.

44.2. Access to be limited to whitelisted IP addresses ONLY.

44.3. A regular process to review security must be in place and regular software updates for the entire system against known cyber threats must be done.

44.4. To keep the system future specific and up to date, patch updates and general release feature updates to be delivered regularly via OTA updates. A tracker for all updates with their release notes to be shared with the Bank, so that the same may be tracked.

45. **STORAGE & SECURITY OF DATA**:

45.1. All relevant provisions of Law, rules and regulations should be adhered for the data storage, analysis and data management.

45.2. The data should be stored in a secure compartmentalized environment on a dedicated instance for Union Bank of India and should not be co-hosted with any other client. All data should be stored within India and no back-up or records to be maintained overseas.

45.3. The bidder should not under any circumstances, have access to any of the Bank's data, unless written permission is granted for the same.

45.4. Alarm/alert data for all successful crime events resulting in loss to bank for each site should be stored in CC data storage for a period of at least 5 years to make available to authorities for analysis.

45.5. The contracted bidder has to ensure the availability of CCTV recording for all sites for a period of 180 days beyond the completion of contract period and make it available to bank/law enforcing agencies if required/demanded. On expiry of contract term, contracted bidder has to remove all the equipment provided at site / CC at their own cost. The NVRs along with HDDs from all sites (branch/ATM) and the SD cards of all cameras will be properly packed, labelled and preserved at branch location itself. NVR & HDD of ATM site will be handed over to link branch. After the 180 days period is over, vendor has to arrange to format the HDDs and SD cards (erase all data) and take away the same at their own cost. The three-months' rent withheld by Bank would be released only after completion of this task. Similar action would be required at command centre for the HDDs of primary & secondary servers.

46. **SYSTEM DOCUMENTS & USER DOCUMENTS**: Bidder will provide all the necessary documentation. This documentation should be submitted as the project undergoes various stages of implementation. Indicative list of documents includes:

46.1. Project Commencement Documentation: Project Plan giving out micro level activities with milestones & deadlines.

46.2. Network Layout: Bidder shall submit the schematic/wiring diagram giving detailed cabling Layout including cable routing, telecommunication closets and telecommunication outlet/ connector designations at branch level. The layout shall detail locations of all equipment and indicate all wiring pathways at CMS CC and each site level.

46.3. Equipment Manuals: Original Manuals from OEMs.

46.3.1. Installation Manual for all the Application Systems.
46.3.2. User Manuals for all the Application Software Modules required for operationalization of the system.
System Manual for all the Application Software Modules, covering detailed information required for its administration.
Training Material: Training Material will include the presentations used for trainings and the required relevant documents for the topics being covered.
46.3.3. SOPs: Bidder shall prepare all the required SOPs as specified in the above section.

Note: The successful bidder will ensure Upkeep & Update of all documentation and manuals during the contractual period. The possession of all documents, supplied by the Bidder, will be with the Bank.

47. STANDARD FORMATS AND OTHER DOCUMENTS:

47.1. Bid application and letter of Undertaking: Annexure-I.
47.2. Profile declaration by the bidder: Annexure II.
47.3. Details of clients where CMS services are being rendered: Annexure-III.
47.4. Reference site details: Annexure-IV.
47.5. Compliance on technical requirements for CMS solution: Annexure-V.
47.6. Performance Bank Guarantee format: Annexure-VI.
47.7. Integrity Pact format: Annexure-VII.
47.8. Confidentiality/Non-disclosure agreement format: Annexure-VIII.
47.9. Contract Agreement format: Annexure-IX.
47.10. Reverse Auction-Exhibit A: Annexure-X.
47.11. Reverse Auction-Exhibit B: Annexure-XI.
47.12. Reverse Auction-Exhibit C: Annexure-XII.
47.13. Indicative Price Bid Offer format: Annexure-XIII.
47.14. Queries of vendors raised in pre-bid meeting dated 02 Jan 2024 and bank's Response: Annexure – XIV
47.15. Queries of vendors raised in second pre-bid meeting dated 17 Jan 2024 and bank's response: Annexure - XV

(ON BIDDER'S LETTER HEAD)

Annexure-I

BID APPLICATION cum LETTER OF UNDERTAKING

To
The Chief Security Officer,
Union Bank of India,
Central Office, Mumbai

SUB: Bid for Establishing a Command Center at Bank's premises and Supply, Installation, Testing & Commissioning (SITC) of centralized monitoring system (CMS) in branches, Offsite ATM sites, offices, campuses and cash vans pan India on monthly rental basis.

Dear Sir,

With reference to your notice inviting tender published in Newspapers on………… (Date) and the Request for Proposal (RFP) dated __________________ published on your website, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Establishing a Command Center at Bank's premises and installation and commissioning of centralized monitoring system (CMS) in branches, offsite ATM sites, offices, campuses and cash vans pan India on monthly rental basis as mentioned in your above referred RFP.

We undertake the following:

1. Our firm has not been disqualified or blacklisted by any Public Sector Bank/Private Sector Bank/ Public sector undertaking or any other Government authority.
2. The offer shall remain valid for at least 180 days from the last date for submission of the offer.
3. We will abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc.
4. We will abide by all governing laws, rules and regulations in relation to the services mentioned in the RFP. No monetary claims will be made on the Bank except those mentioned in the Indicative Price Bid Offer and as agreed while signing contract or accepting the work order.
5. We understand that the Bank is not bound to accept the offer and that the Bank has the right to reject the offer without assigning any reason whatsoever.
6. The products/services offered by us conforms to the specifications given in the RFP document.
7. The offered product/s & services (including components/parts/accessories) will be provided during the entire period of contract in case the work order/contract is given to us.
8. We have read the clause regarding restrictions on procurement from a Bidder from a country or countries which share land borders with India; We certify that We, M/s _______________________________ (Name of the Bidder) are not from such a **country / from** such a country and have been registered with competent authority (strike out whichever is not applicable). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.
9. The product/s and services offered by us conforms to all the concerned governing laws, rules, regulations and RBI guidelines applicable to it.
10. We undertake that the product/s (including components/parts/accessories) and services including transportation, labor and all other aspects will be in compliance with all applicable laws related to provision of services during the entire period of contract.
11. We indemnify the Bank in case of all deviations and effects thereof including personal injury, electric shock and legal matters due to any deviations in relation to the supply, installation and maintenance of offered product/s and services.

12. In the event of any deviation from this undertaking, the Bank is within its rights to terminate the contract/work order without giving any notice and take appropriate action either to impose penalty and recover from performance bank guarantee or any other appropriate action.
13. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
14. I / We agree that I / We have not applied in the name of sister concern for the subject tender process.
15. We have not defaulted on any statutory dues payable on behalf of our staff in last 5 years. False undertaking will result not only in our disqualification for ongoing process but also would be valid ground for forfeiting EMD deposited by us and blacklisting us in future processes.

The details of cost of RFP and EMD is as follows;

Details	Cost of RFP	Cost of EMD
Mode : DD / BG/ NEFT/RTGS		
DD / UTR / BG No. & Date		
Name of the issuing Bank		
Name of the issuing Branch		
Amount		
If exemption availed, Reg. No. with NSIC/ MSME		

Yours faithfully,

Sign of Authorized Signatory
(Name & Designation)
Seal of the firm

Note:

a. Where applicable valid registration certificate should be attached.

b. The registration mentioned should be valid at the time of submission of Bids and during entire contract period.

c. If at any time during contract period, the validity of registration is found invalid, bank will take all actions as per law and government guidelines.

(ON BIDDER'S LETTER HEAD)

Annexure-II

PROFILE DECLARATION BY THE FIRM

1.	Name of the Firm/Bidder with address, email & contact numbers of the firm.	
2.	Status of the firm (Pvt. Ltd./Public Ltd./ Partnership/Proprietorship Firm) and year of establishment. Submit proof for registration of the firm.	
3.	Name(s) of Directors/Partners/ Proprietor & Authorized signatory (name & contact details)	
4.	Is Corporate/Head office of the firm registered under Shops & Establishment Act applicable in the State. Submit Proof.	
5.	Name & Address of Banker(s)	
6.	Firm's PAN for Income Tax. Submit proof.	
7.	Firm's registration number under Central Excise, Sales Tax & GST, as applicable. Submit proof.	
8.	IT returns filed for last three FYs, i.e., 2020-21, 2021-22, 2022-23. Submit proof.	
9.	Registration of firm/bidder with competent authority under Rule 144(xi) of GFR 2017. Submit proof.	
10.	No. of years the firm is active in the field of providing CMS services. Submit proof.	
11.	Firm's annual turnover in last three FYs, i.e., 2020-21, 2021-22, 2022-23 and average sales turnover of last three years. Submit proof.	
12.	Firm's operating profit for last three FYs, i.e., 2020-21, 2021-22, 2022-23. Submit proof.	
13.	No. of contracts for CMS services executed with Public/Private Sector Banks & Commercial organizations in last three years. Also indicate names & submit proof.	
14.	No. of clients for whom, CMS services are being provided covering 4000 or more live sites. Submit proof. Details as per Annexure-III.	
15.	No. of own/client CMS Command centers established and being operated/maintained since last three years. Indicate name of clients (if any), address of Command Center & No. of active monitoring desks in the Command center. Submit proof.	
16.	Is the firm owned or controlled by any of the director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of Companies Act 1956? Submit declaration.	
17.	Has the firm been blacklisted by any Govt./PSUs/PSBs in India or abroad. Submit declaration.	
18.	No. of own branch offices PAN INDIA with technical support staffs. Submit list of such offices with detailed address, contact numbers & no. of support staff in each office.	

Sign of Authorized Signatory
(Name & Designation)
Seal of the firm

(ON BIDDER'S LETTER HEAD)

Annexure-III

DETAILS OF CLIENTS FOR WHOM CMS SERVICES ARE BEING RENDERED

Sr. No.	Name and Address of Client Firm/ Organization/ Bank, where CMS services are rendered	No. of branches/ offices covered under CMS services	No. of ATM sites covered under CMS services	No. of cash vans covered under CMS services	Email and Mobile Number of concerned Client representative

Note: Add rows if required.

Place:
Date:

Signature of the Authorized Signatory:
Name & Designation:

Seal of the bidder:

(ON BIDDER'S LETTER HEAD)

Annexure-IV

REFERENCE SITE DETAILS

(1) Name of the Public Sector Bank/ Private Sector Bank / Organization (Client)	
Address of the CLIENT Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Mobile No.: E-mail id:
Details of CMS services provided in last 3 years (Ref. No. of work order, order date and No. of sites under coverage & monitoring, Location of CMS CC for the client, if any, etc)	

(2) Name of the Public Sector Bank/ Private Sector Bank / Organization (Client)	
Address of the CLIENT Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Mobile No.: E-mail id:
Details of CMS services provided in last 3 years (Ref. No. of work order, order date and No. of sites under coverage & monitoring, Location of CMS CC for the client, if any, etc)	

(3) Name of the Public Sector Bank/ Private Sector Bank / Organization (Client)	
Address of the CLIENT Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Mobile No.: E-mail id:
Details of CMS services provided in last 3 years (Ref. No. of work order, order date and No. of sites under coverage & monitoring, Location of CMS CC for the client, if any, etc)	

Sign of Authorized Signatory
(Name & Designation)
Seal of the firm

Annexure-V

COMPLIANCE STATUS ON FEATURES/TECHNICAL REQUIRMENTS FOR CMS SOLUTION

Sr. No.	Features/Technical requirements for CMS solution	Compliance Status (Yes/No)
1.	The CMS solution should provide 24X7 alert-based monitoring for all sites under coverage and carry out monitoring & necessary intervention through CMS Command Center (CMS CC) for mitigation of duress situations as per the SOPs of the Bank.	
2.	Alerts should be generated and relayed to the CMS CC on activation of any intrusion sensors, fire detectors, panic switches and/or alert generated using AI features for video-based image processing/analytics at sites under coverage of CMS solution.	
3.	The CMS CC should be able to establish two-way audio communication with the persons available at any site. For this two sets of two-way audio communication (for redundancy) in the form of speaker and microphone will be installed at each branch site & ATM lobby. It shall be active 24x7. The speakers & microphones should be installed such that they are not easily removed/tampered. The two-way communication should give clear and audible voice.	
4.	The CMS CC monitoring executive/operator on receipt of alert, should immediately attend the alert and carryout video verification of the site. The monitoring executive/operator shall first resort to 'stealth Listen-in' to gather critical information of the site activities, taking into consideration of active hours & non-active hours of alert generating devices/equipment installed at the site. On verification of activity to be suspicious, the monitoring executive/operator should interact with the site through two-way communication to deter the miscreants from carrying out the crime or undesirable activities. If the activity is found to genuine, the alert shall be closed, with appropriate remarks for the alert generated.	
5.	Suspected activity or duress situations if not deterred shall be escalated to Bank officials (supervisory/team leader level of CMS CC) and/or law enforcing agencies as per the escalation matrix & SOPs communicated by the Bank, and act as per directives of shift supervisor/team leader (Bank official) at CMS CC.	
6.	Any suspicious activity detected by CMS CC but could not be deterred within two minutes, the alert should not be closed. The alert should be escalated to bank officials and/or the Police by a call and auto SMS as per the escalation matrix provided by the Bank. The escalation matrix shall vary from site to site. In case the first escalation level	

	does not attend the call, then call and auto SMS should go to the second escalation level or third escalation level, if required by the Bank. A call should also go to the QRT, if such an arrangement is made by the Bank in future. Further action on suspicious activities shall be taken as per the directives of shift supervisor/team leader (Bank official) at CMS CC.	
7.	The CMS CC should be able to differentiate between real or fake alerts. No intimation on fake alerts shall be given to the Bank Officials either on phone or by SMS. Fake alert ticket shall be closed with remark that it was a fake call with causes.	
8.	Alert event should also be generated in the CMS CC even if internet services are not available, either through SMS or phone call.	
9.	The CMS solution should have capability to activate/silence alarm hooters at any site through CMS CC, if required during any duress/adverse situations.	
10.	The CMS software should have feature to pre-set active hours for each & every sensors/detectors installed at sites for any duration on working days including for 24 hours on Sundays and other selected dates as per requirement of the Bank, which may vary from year to year and from site to site.	
11.	The CMS CC should be able to carry out changes in various settings related to sensors, control panels, NVRs, cameras, routers etc., remotely for the sites under surveillance at level higher than the monitoring executives/operators.	
12.	The CMS solution should have advanced features of Artificial Intelligence (AI), Machine Learning (ML) and Video Analytics (VA) for processing live video for real-time identification of threats/suspicious activities at any site and generate alert to CMS CC accordingly. The CMS solution should be capable to generate alerts/provide valuable insights for following use cases using Edge AI features/tools: ➢ Perimeter breach. ➢ Object detection (available/not available). ➢ Identification of sharp objects, gas cylinders and weapons. ➢ Overcrowding at Branch & ATM sites. ➢ Person detection (available / not available) ➢ Premises cleanliness. ➢ UPS Area identification (Battery removal, storage of flammable materials) ➢ Branch & ATMs total footfalls. ➢ Helmet detection. ➢ Face Mask detection. ➢ Camera tamper/video loss/change of video angle/video blockage/camera masking detection. ➢ Strong room door open/closed detection. ➢ Personnel profile based video search & analysis. ➢ Fire Detection.	

13.	The CMS solution should carryout health check-up of all sites, covering all equipment, devices and sensors/detectors and generate periodic reports through CMS CC. The following report should be provided as per the periodicity decided by the Bank: ➢ Health report for all sites & sensors, detectors, cameras etc. ➢ Alert generated and action taken reports. ➢ Site up-time & down-time report with reasons for down-time. ➢ Sites off-line/not on network report with reasons. ➢ Any other customized report decided by the bank during the contract period.	
14.	An incident report on suspicious activity/untoward incident with full site ID, address, description of the event, images, videos and action taken by CMS CC shall be submitted by CMS CC to the Bank official within 4 hours by email to designated e-mail addresses.	
15.	The CMS CC should run regular network vulnerability checks to ensure there are no points for unwanted access. The CMS CC should submit a separate report on network breach or any other network related threats to the designated officials of the Bank and take necessary relevant measures to prevent occurrence of the same in future.	
16.	The CMS CC should have capability of pulling video footage from any site, in case of any suspicious activity or untoward incident detected. Such video pulling should include footage five minutes prior to alert generation and till the event is deterred. The video footage should be from the cameras mapped in the zone of alert generating sensor/detector/camera. Such footages should be stored at CMS CC for complete contract period.	
17.	All control panels, routers, switches, NVRs etc., shall be secured in a separate tamper proof enclosure placed in a secured room (in case of a branch site) and in the back room (in case of offsite ATM site). It shall be installed with sensor to notify the CMS CC on unauthorized attempt to tamper/open the enclosure.	
18.	The CMS solution should have capability for live monitoring of a site/sites through selected/all cameras if required, at CMS CC and/or authorized locations (ROs/ZOs) through client/application software or mobile application. It should also provide capability to pull video back up from selected/all cameras of any site.	
19.	The CMS solution should have facility to integrate power management hardware/software for managing/monitoring the following activities from CMS CC: ➢ Switching-off main power supply of any site if not switched-off by staff while closing the site for the day. ➢ Regulate switching on/off power supply to glow sign boards of sites as per pre-defined timings site-wise. ➢ Regulate timer-based switching off/on of ACs installed at ATM sites. ➢ Monitoring the health of UPS batteries installed at sites.	

20.	CMS solution should have the capability to integrate and operate any relay operated mechanical systems at any sites like white smoke dispersion and/or activation of fixed fire suppression system installed in the site, remotely from the CMS CC, if required in future during the contract period.	
21.	The client/mobile application of the CMS solution should have user defined and password protected access facility to view status of sites under jurisdiction of the user.	
22.	The application should include dashboards for live health of all sites covering all sensors, detectors, cameras & equipment of the site, video footage availability at site storage facility, downloading of video footages, alert status, sites in network /out of network for monitoring etc.	
23.	The CMS CC software should have capability to store/backup all data, images, audio & videos related to alerts generated and action taken by CMS CC. Detailed audit trails for all CMS CC operations should be available to monitor/verify each & every event/activity. Such storage/backup should be available for complete contract period at CMS CC.	
24.	The CMS software should have capability to use automatic load balancing technology as part of high availability strategy. The load balancer should constantly check the server infrastructure to ensure this aspect.	
25.	The CMS solution should have capability to create multiple zones for the site and map the cameras with the sensors (intrusion or fire) present in these zones. This shall facilitate live streaming of videos from the cameras linked to the zone i.e., the zone having the intrusion or fire alert generating sensor/detector.	
26.	The data transfer and storage of data is to be done using military grade/other certified standard encryption techniques. For cameras, the image compression technology of H.265+ or higher should be used to compress the video recordings of CCTV cameras.	
27.	The CMS software should continuously monitor the databases so that upgrades can be planned and implemented with minimal or zero downtime.	
28.	The network established for the CMS solution for data transfer should mandatorily comprise firewalls and encryption methodology of minimum SSL 128 bit or its higher version should be used for data security.	
29.	The CMS solution should have facility for upscaling of sites under coverage, open for customization including reports/returns as per banks requirement in future during the contract period. Also, it	

	should be capable to integrate futuristic security measures at later stage during the contract period.	
30.	The CMS solution should have the provision to integrate cash vans movement monitoring through third-party GPS based monitoring technology, incorporate geo-fencing for generating alert on breach of geo-fence, as and when required by the Bank during the contract period.	
31.	The CMS solution should be capable to interface with locking mechanism of physical security equipment/infrastructure such as Strong room door, Cash safes & Gold Safes thereby ensuring dual control, through generation of dual OTPs while joint custodians are within 5m radius of the door.	
32.	The vendor shall have either proprietary licenses or valid licensing agreement for all the software installed for the CMS solution and shall own all the CMS hardware and accessories. The bidder shall provide access to hardware & software of CMS to the Bank officials as per the requirements of the Bank. Also, upgrading in any of the hardware & software, if required due to advancement in technology, shall be the responsibility of the selected vendor and shall be carried out by the selected bidder from time to time during the contract period without any extra cost to the Bank.	
33.	The network connectivity for the CMS solution i.e., leased lines, broadband with MPLS technology and dual SIM VPN including its hardware & software shall be owned by the bidder. The bidder must size the same considering the CMS solution and upgrade the same if required, in future without any extra cost to the Bank.	
34.	The CMS solution including hardware & software should be compatible to implement Bank's Network/IT/Information Security protocols as well as industry level standards/protocols/certifications.	
35.	The CMS software and its customization during implementation of the CMS solution as per banks requirement, shall be certified for CERT-IN certification on data safety & security standards/protocols.	
36.	The CMS CC shall be provided with UPS & battery bank to maintain 10 hours power backup and the health of the same shall be monitored through the CMS solution.	
37.	The CMS CC shall be put under video surveillance by installing IP cameras (with micro SD having capacity to backup 10 days footage) at vantage points and shall be monitored through the CMS solution. Back up of at least 180 days video footages shall be maintained at CMS CC during the contract period.	
38.	The CMS CC shall be installed with adequate numbers of primary & secondary servers required for the CMS solution to operate in failsafe mode. The CMS CC operations/data shall be mirror imaged from	

	primary servers to secondary servers for redundancy so that the operations of CMS CC smoothly switches over to secondary servers & vice versa.	
39.	The installation process at sites/CMS CC should not involve any major alteration of the existing setup and should be free of complexities.	
40.	The vendor shall provide technically qualified and trained manpower in shifts for 24X7 monitoring activities (monitoring operators/executives), staff for backend/MIS/analytical activities, technical support staff & adequate staff for relieving /other contingencies, who should be well-versed with the CMS and entire operations/maintenance of CMS CC. These executives/support staff shall work under supervision of supervisors/team leaders (Bank officials) of each shift at CMS CC. The composition of the deployed manpower should be as under: Monitoring operators/executives - 10 per shift + relievers for weekly offs & other contingencies. Backend/MIS/analytical activities - 02 per shift + relievers for weekly offs & other contingencies. Technical support staff - 02 per shift + relievers for weekly offs & other contingencies.	
41.	The vendor, in addition to providing trained manpower for monitoring & managing the operations of CMS CC, shall be responsible for the Police verification for antecedents/criminal records of all the manpower deployed by the selected bidder at the CMS CC. The verifications shall be completed before their placement at the CMS CC.	

Sign of Authorized Signatory
(Name & Designation)
Seal of the firm

Annexure-VI

PERFORMANCE BANK GUARANTEE

To,
The Chief Security Officer,
Union Bank of India,
Union Bank Bhavan,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai

Dear Sir/Madam,

In consideration of Union Bank of India, Central Office, Mumbai placing an order for implementation of & on M/s ______________________________ having registered office at _______________(herein after called the firm) as per the work order entered into by the firm vide work order no ___________dated ____(herein after called the said contract), We _________________(Name of the Guarantor Bank), a 'Scheduled Bank' issuing this guarantee through its branch at ________________ presently located at __________________ (herein after called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the firm as to the provision of Establishing a Command Center at Bank's premises and supply, installation, testing and commissioning of centralized monitoring system (CMS) in branches, offsite ATM sites, offices, campuses and cash vans pan India on monthly rental basis.

If the said firm fails to implement or maintain the services or any part thereof as per contract and on or before the schedule dated mentioned therein, we ________________(Name of the guarantor bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantees 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 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 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 firm and at our discretion, provided such request is served on the bank on or before__________.

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

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the firm or any other forbearance act or omission on your part or any indulgence by you to the firm or 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 principle debtors in respect of all your claims against the firm hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the firm, the beneficiary of this guarantee 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 affected 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 you prior consent in writing. This guarantee is non assignable and nontransferable.

Notwithstanding anything contained herein above:

Our liability under this bank guarantee shall not exceed Rs. ___________/- (Rupees____ only).
This bank guarantee shall be valid up to ____________________.
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____________ (Date) 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 Number) __________
Official Address:
(Bank's common seal)
Attorney as per Power of Attorney No.

Date:

WITNESS:
_______________ (Signature with Name, Designation & Address)
_______________ (Signature with Name, Designation & Address)

Note:
1. This guarantee should be furnished by a Nationalized Bank/Scheduled Bank other than Union Bank of India, as per the format above.
2. This Bank guarantee should be furnished on stamp paper value as per Stamp Act (Not less than Rs. 500/-)
3. This performance Bank Guarantee should be furnished within 14 days of the notification of the award of the contract.

(ON BIDDER'S LETTER HEAD)

Annexure-VII

PRE-CONTRACT INTEGRITY PACT FORMAT

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

And

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

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

3. **Preamble:**

3.1. 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/Licensor 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).

3.2. 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: -

4.1.1. 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.

4.1.2. 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.

4.1.3. 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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).

5.6. 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).

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

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

7. **Previous Transgression:**

7.1. The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public

Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

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

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

9. **Sanctions for Violation:**

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

9.1.1. To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

9.1.2. To debar the Bidder /Seller from entering into any Bid from Buyer for a period of two years.

9.1.3. 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.

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

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

10. **Compensation for Damages:**

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

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

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

12. **Independent External Monitor(s):**

12.1. The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFP).
12.2. As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
12.3. The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their Bid to the Independent External Monitors.
12.4. If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
12.5. If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
12.6. The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank Of India, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

13. **Law and Place of Jurisdiction**: This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

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

15. **Integrity Pact Duration:**
15.1. This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months form date of placement of order / finalization of contract.
15.2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/ determined by MD & CEO, Union Bank of India.
15.3. Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16. **Other Provisions:**

16.1. Changes and supplements need to be made in writing. Side agreements have not been made.
16.2. The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
16.3. In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
16.4. Nothing contained in this Integrity Pact shall be deemed to assure the Bidder / Seller of any success or otherwise in the tendering process.

17. 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.

18. The Parties here by sign this Integrity Pact at __________________on______________ (Seller/Bidder) and on ____________ (Buyer).

BUYER	BIDDER * /SELLER
Signature:	Signature:
General Manager/Dy. General Manager, _____________________Dept.	Authorized Signatory* M/s. ___________________________
Date: Stamp:	Date: Stamp:
Witness 1.	Witness 1.
2.	2.

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

Annexure-VIII

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

(to be executed on non-judicial stamp paper of applicable value as on date of execution.)

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this____day of ____ 2023, and shall be deemed to have become in full force and effect from (the "Effective Date"). BY and between M/s.__________________ a company incorporated under the provisions of the Companies Act, _________ in force in India, having its registered office at ____ (hereinafter referred to as "--------" or "Bidder Firm" 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. Bidder Firm inter-alia is engaged in the business of providing Central Monitoring System/e surveillance services to various business entities in India.

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 <u>Establishing command centre at bank's premises & Supply, installation & commissioning of centralised monitoring system (CMS) in branches, offsite ATM sites, offices, campuses and cash vans pan India on monthly rental basis (OPEX Model)</u> " ("the Purpose") as more particularly described in Work Order No., issued by Union Bank in favor of M/s. ____________________________________.

<u>NOW THIS AGREEMENT WITNESS:</u>

1. <u>Interpretation</u>

In this Agreement "**Confidential Information**" means <u>all information belonging to a Party that is or has been disclosed to one Party</u> (the "Receiving Party") by <u>the other Party</u> (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. <u>**Confidentiality:**</u>

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

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

II. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

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

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

I. Use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;

II. Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

III. Limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

IV. Upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. **<u>Return or Destruction:</u>**

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).

4. **<u>Permitted Disclosure:</u>**

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. **<u>Ownership of Information:</u>**

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. **<u>No Representation:</u>**

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. **<u>Remedies and Relief:</u>**

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

8. **No Assignment**

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

9. **Severability**

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

10. **Delay or Waiver**

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

11. **Notices**

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

12. **Term**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 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 indemnity 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 ___________ 202

.

Signed and delivered by	Signed and delivered by
M/s. ________________________	Union Bank of India
Signed by:	Signed by:
Name ………………..…..………	Name ………….………..……………
Title …………………….……….	Title …………………….………….
in the presence of	in the presence of
…………………..………………..….	……………….……………………

CONTRACT AGREEMENT

This agreement made the ………day of the month of ………………..in the year _____ at ……………………………… (Place) BETWEEN, Union Bank of India, a body Corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 with its Head Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai 400 021 and represented by its duly constituted attorney Shri……………… (name and designation), hereinafter referred to as "BANK", which expression shall unless exclude by or repugnant to the context mean and include its successors in interest and assignees, on the one part

and

(Name of the vendor), a company/firm/partnership firm registered under Companies Act, 1956 and validly existing under Companies Act, 2013/ a firm registered under Partnership Act 1932 having its registered office/place of office at ………………………………………….represented by Shri………………………………………(authorized by the company/firm/partnership firm) hereinafter referred to as the 'SUPPLIER/VENDOR/BIDDER or TENDERER' (which term shall unless repugnant to the context or meaning thereof be deemed to mean and include heirs, representatives, administrators, successors and assigns) on the other part;

WHERE AS:

The Bank with a view to streamline its security of branches/offices/ATMs/Cash vans, desires to engage the services of Centralized Monitoring system Service Providers (CMSSPs), for the purpose of providing Centralized Monitoring services in branches/offices/offsite ATM sites/campuses/outsourced cash vans on pan India basis as may be advised by the Bank from time to time (hereinafter referred to as the “said Area and CMS services”). The CMSSP so authorized will have to inter-alia supply, installation, testing and commissioning of CMS within the said Area at the full risk and responsibility of the CMSSP.

The CMSSP is engaged in the business of providing CMS which includes establishment of command center and CMS in branches/offices/ATMs/Cash vans and has represented to the Bank that it has the necessary and proper infrastructure, manpower, knowledge and expertise in providing such services. The CMSSP has also represented to the Bank that it has obtained all requisite permissions and licenses from the government/ regulatory and other authorities for the purpose of doing the said business and the said licenses, permissions are effective and in force.

Based on the representation made by the CMSSP and upon its agreeing to comply with the terms and conditions stipulated by the Bank from time to time, the Bank has agreed to

engage the CMSSP for the purpose of Centralized monitoring on the terms and conditions contained herein in the RFP & finalized between the CMSSP and the Bank
IN CONSIDERATION OF THE ABOVE PREMISES, THIS AGREEMENT WITNESSETH AS FOLLOWS;
1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents, together called contract documents, not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

2.1 The RFP document with all Annexures and Indicative price bids.
2.2 The Work Order, Letter of Acceptance, Letters from & to the vendor, if any, leading to and prior to acceptance.
2.3 Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.
2.4 Minutes of pre-bid meeting and Corrigendum, if any.
2.5 The details submitted in technical bid, design, and such other documents.

In consideration of the payments to be made by the Bank to the CMSSP, the CMSSP hereby covenants and agrees with the Bank to complete the works in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

This Agreement supersedes any and all agreements; contracts or addenda relating to the CMSSP in respect of said services. This Agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both parties. All legally required amendments shall automatically become an integral part of this Agreement.

This Agreement, together with Schedules, is the entire agreement and expresses the complete, exclusive and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by the parties.

This agreement is on non-exclusive basis and the CMSSP does not have any exclusive right to provide the said services to the Bank. Bank is free to engage any other CMSSP(s) or may entrust similar services to any other person/s.

Contract Documents and this agreement shall be construed harmoniously and in the event of difference of opinion between parties as to the meaning and scope of the terms and conditions, reference to the Contract Documents and Agreement shall be had in the following order:

I. Firstly, this agreement
II. Secondly, Purchase order /letter of acceptance (furnish details)
III. Thirdly, Technical bid and Commercial bid
IV. Fourthly, Request for proposal (RFP) dated ____________

Any notice/ letter required to be served by one party to another in pursuance of this Agreement shall be served upon the other, in writing, at the respective address as mentioned herein below:

I. In case of the CMSSP

II. In case of the Bank
The Chief Security Officer,
Union Bank of India, Security Services,
Support Services Department,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai 400021

All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties Seven (7) days after the same shall have been sent by registered post, properly addressed to the parties at their above mentioned respective addresses or, as otherwise intimated by the parties, and if delivered to the parties against acknowledgment such correspondence, notices, or any other communication shall be deemed to have been duly served as on the date of delivery.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written. Signed, sealed and delivered by the said CMSSP,…………………………….to …………………………………..(name of the Bank) in the presence of;

Signature of CMSSP (with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address):

Annexure-X

Exhibit A – Acceptance of Business rules and Compliance Statement for Reverse Auction

To,

The Dy. General Manager (Security)
Union Bank of India, Security Services Support Services Dept.,
239, Vidhan Bhavan Marg, Nariman Point,
Mumbai – 400 021

DECLARATION

We________________________(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated___________for________________________.
We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

We hereby undertake and agree to abide by all the terms and conditions stipulated by Union Bank of India in the RFP document including all annexures and the Business Rules for Reverse Auction.

We shall participate in the on-line auction conducted by_____________________Ltd. (Auction
Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.

We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.

We confirm having nominated Mr.___________________, designated as_______________of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.

We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal Name –

Company / Organization –
Designation within Company /
Organization – Address of Company /
Organization –
Date:
Signature of Authorized Representative: __ Verified above signature
Competent Authority Signature: ____________________________
Date: ________________

Exhibit B - Letter of Authority for Participation in Reverse Auction

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

1 We_______________________(name of the company) have submitted our bid for participating in Bank's RFP dated__________________for procurement of_____________.

2 We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

3 As per the terms of RFP and Business rules, we nominate Mr.__________________, designated as_______________________of our company to participate in the Reverse Auction.

4 We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above-named official of the company.

5 Both Bank and the auction company shall contact the above-named official for any and all matters relating to the Reverse Auction.

6 We, hereby confirm that we will honor the Bids placed by Mr._____________on behalf Of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal Name –
Company/ Organization
Designation within Company / Organization Address of Company / Organization
Date:

Name of Authorized Representative: _________________________
Signature of Authorized Representative:_______________
____
Verified above signature
Signature of Competent Authority: ________________
Date: _________________

(ON BIDDER'S LETTER HEAD)

Annexure-XII

Exhibit C - Undertaking of Process Compliance Statement for Reverse Auction

Place: Date:

To,

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

Sir,

Subject: Agreement to the process related Terms and Conditions for the online Reverse Auction for Establishing a Command Center at Bank's premises and supply, installation and commissioning of centralized monitoring system (CMS) in branches, offsite ATM sites, offices, campuses and cash vans pan India on monthly rental basis.

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that Union Bank of India and Auction Bidder shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e- auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure-XIII within 24 hours of the completion of the reverse auction.
6. We hereby confirm that we will honor the bids placed by us during the auction process.

Signature of authorized signatory with company seal
Name –
Company/ Organization
Designation within Company / Organization Address of Company / Organization

Place: Date:
Name of Authorized Representative: ________________________
Signature of Authorized Representative: ______

Verified above signature
Signature of Competent Authority: __________

(ON BIDDER'S LETTER HEAD)

Annexure-XIII

INDICATIVE PRICE BID OFFER FOR PROVINDING CMS SERVICES

Sr. No.	Services	Monthly charges **per site Amount (Rs.)**	Total amount Per Site for **72 months**
A	Monthly charges for coverage of **branch/office site (including onsite ATM site, if any)** under CMS, inclusive of cost for establishment of CMS Command Centre at Bank's premises, operating & managing the same with requisite monitoring executives & support staff as per Bank's requirement.		
B	Monthly charges for coverage of **offsite ATM site** under CMS, inclusive of cost for establishment of CMS Command Centre at Bank's premises, operating & managing the same with requisite monitoring executives & support staff as per Bank's requirement.		
C	**Total Cost** **("A"X1700 sites+ "B"X300 sites)**		

Notes:

1. The charges should be quoted inclusive of all applicable taxes, duties, levies etc., but excluding GST. GST will be paid extra.
2. Unit rate must be quoted in words and figures. In case of any discrepancy, unit price quoted in words shall be final.
3. The IPBO should be submitted on the firm's printed letter head duly signed with Name and designation of the authorized signatory with seal of the company. The IPBO shall be typed or written in indelible ink. IPBO details must be filled up. Corrections or alterations should be avoided, if unavoidable, corrections/alterations should be authenticated by authorized signatory.
4. The IPBOs should be submitted in a separate sealed envelope.
5. No charges except those mentioned in the IPBO shall be entertained once the work order/contract is issued. All charges not mentioned in the IPBO shall be considered as catered for in the price bid offer. If any charges are not mentioned, the Bidder shall provide it without any additional cost to the Bank.

Date: Sign of Authorised Signatory
Place: (Name & Designation)

Seal of the Firm

Annexure XIV

QUERIES OF VENDORS IN 1st PRE-BID MEETING HELD ON 02 JAN 2024 AND BANK'S RESPONSE

Sl No.	clause	Page	Clause	Bidder Remarks	Bank's Response
1	1	4	**Introduction:** Bank may float separate RFP for other phases at its own discretion or may invite again fresh Indicative Price Bids (IPB) from empaneled vendors for carrying out reverse auction for other phases with same or revised specifications. **Vendor contracted in one phase will not be eligible to participate in process for other phases.**	Need Clarification here please.	No change in the clause
2	1.4	4	Schedule of event	Since Corrigendum is expected on 9th after pre-bid meeting scheduled on 2nd Jan, only 10 working days will be available as per the due date for bid submission which is 22nd January 2024. request to consider for minimum 2 to 3 weeks extension for preparation of the RFP and submit accordingly.	Last date of submission extended to 06 Feb 2024, 1500 hrs. Opening of technical bids at 1530 hrs. on 06 Feb 2024
3	1.6	5	**Introduction**: Establishment of CMS command center @ Mangaluru in banks premises	Since vendors in E surveillance have dedicated command center with ISO certification and scalable to any number of sites for the purpose of e Surveillance Solutions, outsourcing of monitoring will bring down the commercials considerably in recurring expenses... request bank to consider	No change in the clause
4	2	6	**Eligibility H** The Bidder should have executed minimum two contracts with Public Sector/Private Sector Banks/ Commercial organization for CMS services in the last three years	Apart from Order copies, suggest client to ask for performance certificate from clients to whom e surveillance is being offered	No change in the clause since feedback from reference site already exists.

5	3.12	6	CMS Solution with Video Analytics (Overcrowding at branch & ATM sites)	Need bank to clarify us count details required in specific at branch & ATM's for customization	Will be clarified in work order/SOP issued to selected vendor.
6	3.38	12	The vendor, in addition to providing trained manpower for monitoring & managing the operations of CMS CC, shall be responsible for the Police verification for antecedents/criminal records of all the manpower deployed by the selected bidder at the CMS CC. The verifications shall be completed before their placement at the CMS CC.	Request client to give sufficient time from the date of awarding contract for completing this process	No change in the clause
7	5	13	Hardware & Software requirements at Branch Site (Wireless Sensors)	Since Wired/Wireless options are mentioned, Request to clarify wired or wireless sensor as otherwise costing will be factor while working out the commercials.	No change in the clause
8	5	14	4 Zone Fire Alarm Panel	Since Main Control panel which is integrated to support connecting both Fire and Security Sensors, Separate Fire Alarm Panel may not be required in branch…please clarify	Accepted. Separate 4-zone Fire Alarm Panel not required.
9	6	16	BOQ for Branch with Onsite, Off site	BOQ for Cash Van not mentioned in RFP	Not mentioned since not required.
10	7.15	22	Server config for 2500 sites (command center) - Vendor to design server sizing as per future scalability of sites & CMS should have provision to incorporate up to atleast 11000 sites in future	Bank to confirm, scalability of sites is including the software or only the server?	No change. Scalability refers to entire solution.

11	8.11	24	Earnest Money deposit	Can we submit EMD by way of NEFT/RTGS or BG. If only by NEFT/RTGS, request to provide bank details)	Accepted. In addition to DD, EMD can be submitted by way of NEFT/RTGS/BG also. Bank details for remitting by NEFT/RTGS will be intimated. Hard Copy of the payment proof (UTR No. etc.) must be enclosed with technical bid. If submitted by way of BG, the same must be valid for 225 days from date of submission of technical bid.
12	8.31.9	30	No Erasures or Alterations	for the page numbering, can we write by pen hand written in sequence	Accepted.
13	11.1/11 .2	32	Technical bid offer	can we pay tender fee by RTGS/NEFT and submit soft copy for proof	Accepted. In addition to DD, tender fee can be submitted by way of NEFT/RTGS also. Bank details for remitting by NEFT/RTGS will be intimated. Hard Copy of the payment proof (UTR No etc.) must be enclosed with technical bid.
14	Annex 7	66	Pre-contract Integrity pact	please confirm is this to be done in stamp paper or letter head (if stamp paper, pls mention value	To be executed on bidder's letter head.
15	Annex 8	71	Confidentiality /Non-disclosure agreement	please confirm is this to be done in stamp paper or letter head (if stamp paper, pls mention value	to be executed on non-judicial stamp paper of applicable value as on date of execution.

16	1.7	5	The contract will remain valid for a period of six years from the date of complete functioning of Command Center of CMS along with all sites mentioned in work order, which may further be extended for a period of one year, if required by Bank and agreed by the vendor. Performance of vendor shall be reviewed by Bank from time to time and in case of unsatisfactory performance by vender, contract may be terminated by Bank by serving notice of one month. The contract will commence on the date of SITC of CMS in the last site of the bank as per initial work order.	We suggest that in case of unsatisfactory performance of the Contract then, the bank needs to give an advance notice of 30 days to the bank to rectify the deficiency in their service within this 30 days and failure to on part of the Bidder then the Bank shall be entitled to terminate the agreement.	No change in clause. 30days' notice period is already mentioned in RFP.
17	2	e	The Bidder should have average annual sales turnover of not less than Rs.60 Crore per year in the last three years, i.e. from year 2020-21 to 2022-23 in the business of CMS.	we request bank to consider modifying in this clause to -" The Bidder should have overall average sales turnover of not less than Rs.60 Crore in the last three years, i.e. from year 2020-21 to 2022-23". or " The Bidder should have overall average sales turnover of not less than Rs.30 Crore in the last three years, i.e. from year 2020-21 to 2022-23".	No Change
18	2	i	The bidder should be presently providing CMS services for minimum of 5000 live sites.	5000 Sites are very less if bank is planning for such a big setup this can cause non-capable vendors to get qualified in tender will affect overall tender process. (minimum 12000 Sites Should be there presently)	No Change
19	3.8	8	Alert event should be generated in the CMS CC even if internet services are not available, either through SMS or phone call.	we request bank to change this as It is not possible to send any alert without internet connectivity.	No Change
20	3.12	9	Object detection (available/not available).	we request the bank to define the specific objects required for detection?	Will be clarified in work order/SOP issued to selected vendor.

21	3.12	9	Identification of sharp objects, gas cylinders and weapons.	Not Available as AI solution.	No Change
22	3.12	9	UPS Area identification (Battery removal,	Available Using Sensors Only	No Change
23	3.12	9	Branch & ATMs total footfalls.	solution is completely different and which need Edge based products and costing for same is on higher Side.	No Change
24	3.12	9	Strong room door open/closed detection.	Available Using Sensors Only	No Change
25	3.12	9	Cash Cabin door open detection during cash hours	Available Using Sensors Only	No Change
26	3.12	9	Personnel profile based video search & analysis.	we request bank to give clarity on this, It can be provided but requires additional server components	No Change
27	3.12	9	Fire Detection.	Available using Sensors	No Change
28	3.13	9	Any other customized report decided by the bank during the contract period.	we request the bank to clarify as we supposed to do it as person/hour basis OR we must adjust the efforts in the given RFP costs.	No Change
29	3.12	8	Personnel profile based video search & analysis	We need clarification on this.	No Change
30	3.18	9	The CMS solution should have capability for live monitoring of a site/sites through selected/all cameras if required, at CMS CC and/or authorized locations (ROs/ZOs) through client/application software or mobile application. It should also provide	we can provide Eyeball Monitoring need clarification on this	No Change

31	3.21	10	The CMS solution should have capability to provide dual OTP based (to joint custodians) authentication for unlocking strong room / safe room doors & all cash/gold safes. This system must also be geofenced so as to generate OTP only within 5m radius of the lock. In the case of strong room door and safes, the CMS solution must be able to control the existing locking system of the door, in coordination with the door OEM.	**Request for Modification:** The asked solution is not feasible under Command Center Solution. This is the individual OTC application, and it is a separate solution which will have different cost implications.	No Change
32	3.29	11	The CMS solution should have facility for upscaling of sites under coverage, open for customization including reports/returns as per banks requirement in future during the contract period. Also, it should be capable to integrate futuristic security measures at later stage during the contract period.	Request for Modification: We request bank to keep this item as separate line item cost. This additional functionality will be provided based on Person hours basis.	No Change
33	3.30	11	The CMS solution should have the provision to integrate cash vans movement monitoring through third-party GPS based monitoring technology, incorporate geo-fencing for generating alert on breach of geo-fence, as and when required by the Bank during the contract period.	**Request for Clarification:** Request bank to provide a clear bifurcation between Stationary (Ex. ATM, Branches) vs. Mobile (Ex. Cash Vans) sites under the given 2000 sites (as per Clause 1.1).	The CMS solution should have the provision to integrate cash vans movement monitoring through third-party GPS based monitoring technology, incorporate geo-fencing for generating alert on breach of geo-fence, as and when required by the Bank during the contract period, **WITHOUT any additional cost to Bank**
34	3.36	11	The installation process at sites/CMS CC should not involve any major alteration of the existing setup and should be free of complexities.	**Request for Clarification:** We request bank to elaborate this clause. When bank is expected this to be implemented?	No Change

35	4	12	Rack (42) for servers with fan power socket	**Request for Clarification**: Are Bank's server Room and command Center co-located? And how they are connected with each other?	The servers will be placed within the Command Centre.
36	5	13	NVRs (primary & secondary for redundancy) with surveillance grade HDD to store AUDIO & VIDEO footages of 180 days within the system, monitor, wireless mouse & NVR - 02 nos. min 16 Ch (primary & secondary). wall mounting rack for secondary NVR Monitor-1 for BH Wireless Mouse -1 for BH	**Request for Clarification:** Does 32 TB HDD is mandatory or HDD with 180 Day Backup will work?	No Change
37	4	13	Server software (licensed)	**Request for Clarification:** Are these components (Server Software, SQL Server) fixed or vendor can choose it based on the proposed solution	No Change. As per bidder's choice
38	4	13	SQL Server software (licensed)	**Request for Clarification:** Are these components (Server Software, SQL Server) fixed or vendor can choose it based on the proposed solution	No Change. As per bidder's choice
39	5	15	Network connectivity Primary-Broadband based with MPLS technology, Secondary- Dual SIM based VPN for redundancy/backhaul	Does Broadband mandatory or we can go with Dual SIM Private APN/ VPN for Primary & Secondary Link.	Network connectivity Primary-Wired (Broadband/MPLS/ILL) connection with minimum 10 Mbps bandwidth, Secondary-Dual SIM based VPN for redundancy/backhaul
40	5	16	EM lock or any proprietary locking mechanism, As required, to be provided on strong room / safe room door and ALL cash/gold safes, To ensure dual control and provide OTP based door opening control	**Request for Clarification:** Does Bank need a Single OTP from Command Center to open the EML Lock or anything else?	Two separate OTPs required

41	5	14	Hardware and Software requirements at Branch Site	Primary NVR with minimum 32TB internal HDD to be incorporated in the controller/control panel of CMS installed at site. Secondary NVR with minimum 32TB internal HDD is for redundancy backup to be placed in wall mounted rack in secured location in the branch site. The video feeds of all cameras shall be parallelly fed to both the NVRs.	No Change
42	5	14	IP Dome & Bullet cam with 128GB SD Card	we request you to clarify as SD Card 128GB not mentioned in BOQ	No Change. Already mentioned
43	5	14	Network Video Recorder (NVR)	**Request for clarification:** Kindly confirm whether bank is looking to keep 2 nos of 16ch 8SATA NVRs in the branch as primary and secondary Backup or else.	Confirmed. No Change
44	5	13	Wired pressure sensors	We request for clarification as pressure sensors are not required, when NVR can be placed inside Rack and door contact sensors can be used for tampering detection.	No Change
45	6	18	Two-Way Communication having a speaker & mic combination with redundancy	We request bank to clarify that one set of Two-Way communication is good enough for ATM sites. However, bank has asked 2 sets of Two-Way Communication in ATM Sites.	No Change. Two sets required at ATM site also

46	6	17	NVRs (primary & secondary for redundancy) with surveillance grade HDD to store video footages of 180 days within the system, wall mounting rack for secondary NVR. NVR - 2 (primary & secondary). Wall mounting rack-1	We need clarification: 8 TB HDD is Mandatory or HDD with 180 Day Backup will work (Primary NVR with minimum 8TB internal HDD to be incorporated in the controller/control panel of CMS installed at site. Secondary NVR with minimum 8TB internal HDD is for redundancy backup to be placed in a wall mounted rack in secured location in the ATM site. The video feed of all cameras shall be parallelly fed to both the NVRs) So 8 TB HDD is Mandatory or HDD with 180 Day Backup will work	No Change
47	7.2	19	Network interface/ connectivity, 1. Micro controller- 4core arm processor with 2GB RAM	Please clarify why 4core arm processor with 2GB RAM is required?	No Change
48	7.5	20	Wired/Wireless PIR Sensor, Detection Range: Minimum 20 Meters	we request bank to modify this as in general PIR sensor are mostly available with 9 to 12 Meters range. Please amend the detection range	Accepted. Wired/Wireless PIR Sensor, Detection Range: Minimum 10 Meters
49	7.12	21	Network Video Recorder (NVR), Internal Storage- 8 SATA Min	We request bank to clarify as 8 SATA provision in not required for 16 Channel NVR. So please make amendment.	No Change
50	7.1.3	19	7.1.3. Main control Internet of Things (IoT) panel should be capable of connecting 128 Wired/Wireless Sensors like panic buttons, PIR sensors, smoke detectors & flame detectors, vibration sensors, glass break sensors, pressure sensor etc., as per the requirement of bank.	Why 128 port are required?	Main control Internet of Things (IoT) panel should be capable of connecting **64** Wired or Wireless Sensors like panic buttons, PIR sensors, smoke detectors & flame detectors, vibration sensors, glass break sensors, pressure sensor etc., as per the requirement of bank.

51	7.15	22	Servers Config for 2500 sites (for Command Center)	we need clarification: Is this server config fixed and mandatory or vendor can propose the sizing based on the solution	No Change
52	7.1.1	19	Main Control unit/Panel/Controller	An all-encompassing Main control Internet of things (IoT) panel capable of integrating video, wired/wireless sensors, components such as network aggregator module router, built in power management system, battery backup of 10 hours & edge-based AI processor to carry out AI capabilities.	Accepted. An all-encompassing Main control Internet of things (IoT) panel capable of integrating video, wired/wireless sensors, components such as network aggregator module router, built in power management system & edge-based AI processor to carry out AI capabilities with battery backup of **minimum 6 hours for panel and all connected devices.**
53	10.1 & !0.2	32	For delay in SITC penalty of Rs. 200/- per day per location shall be levied by the Bank in case of delay in installation and making the site operational beyond the 30 days from the date of Work Order	Any penalty imposed shall imposed only after mutual agreement and if it proved that there is default on part of the Service provider.	No Change
54	10.3	32	Operational availability of the System. If the CMS remains non-functional beyond, 04 Hrs. in a day at any site under coverage, penalty will be levied at the rate of Rs 200 per day in addition to non-payment or deduction of rent of that number of days.	Requesting bank to consider 24 Hrs. TAT for Metro, 48 Hrs for Non-Metro and 72 hrs. TAT for Rural and also requesting to consider a penalty of Rs.100 per day. Also requesting to revoke non-payment clause	Accepted. Operational availability of the System. If the CMS remains non-functional beyond 24 hours at any site under coverage, penalty will be levied at the rate of Rs 200 per day in addition to non-payment or deduction of rent of that number of days.

55	10.5	32	Any loss/damage to the asset or property of Bank due to or attributable to the bidder and /or due to fault / unserviceability of its equipment or non-generation of alerts or due to acts/inaction of the bidder or its employee or their negligence if any, shall be recovered along with 20% of cost of such loss/damage as penalty from the bills payable by Bank to the Vendor.	Requesting bank to apply penalty only after receiving RCA from respective successful bidder	No Change
56	10.4	32	10.4. Bank reserves its right to recover the penalty through any mode i.e. by recovering from the monthly bills for the services availed or from any payment being released to the selected bidder or by invoking the Bank Guarantee.	We request the bank to delete the clause.	No Change
57	10.5	32	Any loss/damage to the asset or property of Bank due to or attributable to the bidder and /or due to fault / unserviceability of its equipment or non-generation of alerts or due to acts/inaction of the bidder or its employee or their negligence if any, shall be recovered along with 20% of cost of such loss/damage as penalty from the bills payable by Bank to the Vendor.	We request the bank to delete the clause.	No Change
58	22	44	Liquidated Damages	As stated above, no liquidated damages shall be levied on the Service Provider. The Bank shall notify the Service Provider of any such defects/errors and the Service Provider shall rectify the same. Upon failure of the Service Provider to do so, the Bank shall have a right to terminate the services.	No Change

59	30	46	Bidder's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to following: 30.1. The infringement indemnity; or30.2. Bodily injury (including death) and damage to real property and tangible personal property caused by bidder's negligence.30.3. Liability arising under concerned clause of RFP.30.4. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of orders placed by the Bank on the bidder under this project for entire period.	We suggest the Bidders liability to be limited to a particular value and the value needs to be mentioned.	No Change
60	35	47	35.2. The Bank shall have a right to terminate the contract/agreement at any time without assigning any reasons thereto, by giving not less than 30 days prior written notice of the intention to do so, to the Successful Bidder.	We request bank to remove this clause as we are making investments and this cost is involved by the service Provider in procuring the material.	No Change
61	14	74	The Receiving Party agree to indemnity 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.	We request the bank to remove indemnity clause from NDA.	No Change
62	7.11	21	Certification: - UL, CE, FCC, BIS.	Suggestion: - **UL or BIS**, CE, FCC Justification: - • BIS is an Indian equivalent certificate to UL and is covered as mandatory certification for CCTV cameras as per CRO.• DPIIT (Department for Promotion of Industry and Internal Trade) has issue a office memorandum on 28.03.2022 where "......Bureau of Indian Standards Confirmed that Indian Standard IS:13252 available for CCTV Cameras is equivalent to UL/CE Certificate".... Procuring entities to indicate the BIS standard (Indian standard IS:13252) only, in the procurement of CCTV Cameras".So request you to accept our suggestion and Change it.	Accepted. Certification: - **BIS / UL/ CE / FCC**

63	7.12	22	interface: - 16 Ch1, RJ-45 10/100/1000 Mbps self-adaptive	Suggestion: - Remove this Clause Justification: - In Network Video Recorder, there is no need for 16 Ch 1 RJ-45 port. We are already taking external POE Switch.	No Change
64	7.12	22	USB interface: - 4 ports (2 X USB 3.0, 2X USB 2.0)	Suggestion: - 3 ports (2 X USB 3.0, 1X USB 2.0) Justification: - 3 USB port is sufficient for this. So, request you accept our suggestion and change it.	No Change
65	7.12	22	Certification: - FCC Part 15 Subpart B, ANSI C63.4 –2014, CE EN 55032: 2015, EN 61000-3-2, EN 61000-3-3, EN 50130-4, EN 55035: 2017	Suggestion: - **UL or BIS**, CE, FCC Justification: - • BIS is an Indian equivalent certificate to UL and is covered as mandatory certification for CCTV cameras as per CRO.• DPIIT (Department for Promotion of Industry and Internal Trade) has issue a office memorandum on 28.03.2022 where "......Bureau of Indian Standards Confirmed that Indian Standard IS:13252 available for CCTV Cameras is equivalent to UL/CE Certificate".... Procuring entities to indicate the BIS standard(Indian standard IS:13252) only, in the procurement of CCTV Cameras".So request you to accept our suggestion and Change it.	Accepted. Certification: - **BIS / UL/ CE / FCC**
66	2.i	6	The bidder should be presently providing CMS services for minimum of 5000 live sites.	We request to modify this clause and also allow system integrators who have implemented large Smart City projects of over INR 500cr by GOI or respective State Governments.	Will be considered in committee meeting

67	3.12	8	3.12. The CMS solution should have advanced features of Artificial Intelligence (AI), Machine Learning (ML) and Video Analytics (VA) for processing live video for Realtime identification of threats/suspicious activities at any site and generate alert to CMS CC accordingly. The CMS solution should be capable to generate alerts/provide valuable insights for following use cases using Edge AI features/tools: Page 9 of 83 Classification: Public ➢ Perimeter breach. ➢ Object detection (available/not available). ➢ Identification of sharp objects, gas cylinders and weapons. ➢ Overcrowding at Branch & ATM sites. ➢ Person detection (available / not available) ➢ Premises cleanliness. ➢ UPS Area identification (Battery removal, storage of flammable materials) ➢ Branch & ATMs total footfalls. ➢ Helmet detection. ➢ Face Mask detection. ➢ Camera tamper/video loss/change of video angle/video blockage/camera masking detection. ➢ Strong room door open/closed detection. ➢ Cash Cabin door open detection during cash hours ➢ Personnel profile based video search & analysis. ➢ Fire Detection.	It is very important that all the solutions be sized uniformly across solution providers. The RFP does not mention the number of licenses needed per camera and the accuracy of detection which has a large bearing on solution sizing.	No Change
68	3.19	10	The CMS solution should have facility to integrate power management hardware/software for managing/monitoring the following activities from CMS CC: ➢ Switching-off main power supply of any site if not switched-off by staff while closing the site for the day. ➢ Regulate switching on/off power supply to glow sign boards of sites as per pre-defined timings site-wise. ➢ Regulate timer-based switching off/on of ACs installed at ATM	Detailed BOQ needed for including IOT based controllers and actuators for each site.	**CMS solution being requested now need to only have the feasibility to connect/integrate Power Management. BoQ for this feature, if required, will be intimated to empaneled**

			sites. ➢ Monitoring the health of UPS batteries installed at sites.		
69	3.2	10	CMS solution should have the capability to integrate and operate any relay operated mechanical systems at any sites like white smoke dispersion and/or activation of fixed fire suppression system installed in the site, remotely from the CMS CC, if required in future during the contract period.	Need details of relay rating and device ratings	**Presently, CMS solution need to only have the feasibility to integrate and operate any relay operated mechanical systems. BoQ will be intimated as and when required.**
70	3.21	10	The CMS solution should have capability to provide dual OTP based (to joint custodians) authentication for unlocking strong room / safe room doors & all cash/gold safes. This system must also be geofenced so as to generate OTP only within 5m radius of the lock. In the case of strong room door and safes, the CMS solution must be able to control the existing locking system of the door, in coordination with the door OEM.	GPS based positioning does not work in indoor environment.	No Change
71	3.23	10	The CMS CC software should have capability to store/backup all data, images, videos related to alerts generated and action taken by CMS CC. Detailed audit trails for all CMS CC operations should be available to monitor/verify each & every event/activity. Such storage/backup should be available for complete contract period at CMS CC.	Please specify duration of backup	No Change. Already mentioned as "Complete Contract Period".
72	5	16	UPS & Battery back up	Need details like rating back up hours etc.	No Change. UPS of Branch/ATM site is to be used.

73	7.1.1	19	Main control panel should have built-in gateway with multiple connectivity: LAN/Wi-Fi/GPRS/3G/4G/5G/Broadband. The network router should have the facility to use Broadband network and dual SIM card-based VPN in active-active aggregation mode.	Built in gateway is not recommended as it restricts placement option for maximizing the connectivity. Kindly allow external gateway…current specs are restrictive to a few models	No Change
74	7.15	22	Servers Config for 2500 sites (for Command Center):	The RFP does not give clarity on GPU based servers for AI / ML and video analytics use cases. It also doesn't give clarity on how many cameras are VA use cases needed and breakup of the use cases	No Change
75	45.4	51	Alarm/alert data for all successful crime events resulting in loss to bank for each site should be stored in CC data storage for a period of at least 5 years to make available to authorities for analysis.	We will provide for cold tier storage and data can be retrieved within the stipulated time on request.	No Change
76	1.6.1	5	Establishment of first CMS Command Centre (CMS CC) at Mangaluru in Bank's premises for covering approximately 2000 sites as mentioned in Para 1.1 above.	Need more details like layout of proposed site at Mangalore, details of facilities available for CC and data center.	No Change. Shall be shared with selected vendor
77	4	12	For effective monitoring of 2500+ sites covered under the CMS.	We need list of all the sites with details of facilities available. Who will be responsible for payment of utility bills at the CC and 2500 plus branches	Shall be shared with selected vendor. Payment of utility bills like electricity, water, housekeeping etc. will be borne by Bank.
78	22	44	Liquidated Damages - Damages for non-fulfillment of terms of contract will be up to a maximum of 10% of the contract value beyond which the contract is liable to be terminated at the sole discretion of the Bank	We request that the liquidated damages be capped at 10% of the undelivered portion and to provide cure period before levying LD.	No Change
79	9	31	Payment to vendor	We request that all payments be made within 30 days from the date of invoices.	No Change

80	35	47	Termination of Contract	We request that in the event of termination of the agreement, the Customer will pay for all goods/services delivered till the effective date of termination. Right of termination for bidder for non-payment of invoices within the stipulated time period. Request cure period of 30 days before providing 30 days' notice period for termination.	No Change

81	8.23	28	Audit	We submit that audit shall be limited to once annually and Customer shall provide the exact scope of audit 10 days in advance. The audit shall be limited to the agreement only. We submit that:Auditors shall NOT be given access to:1.any information not related to the Services;2. Bidder locations/premises (or portions thereof) that are not related to the Services; or3.Bidder records or documents relating to the make-up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or4. internal Bidder audit reports, or any summaries thereof; or5. Bidder's proprietary information, sensitive information or environments shared with multiple customers are excluded (without agreed, reasonable protocols). Bidder requires Independent Monitors to:1. provide Bidder with at least thirty (10) days' notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit;2. be subject to Bidder site/premises security obligations and have their access controlled/ monitored by Bidder;3.pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request.A third party auditor/inspector shall:1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder;2. execute a confidentiality agreement acceptable to Bidder;3. be independent.	No Change

82	8.2	26	Clause 8.20 -Indemnity	We request indemnity obligations to be as follows: "The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party , his agents or employees in the performance of the contractual obligation."	No Change
83	11, Pre-Integrity Contract Pact (Annexure VII)	68	Price Fall Clause The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present caseand the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded	Request this clause to be deleted.	No change

84	12, Pre-Integrity Contract Pact (Annexure VII)	68	Independent External monitors	The audit shall be limited to the agreement only. We submit that:Auditors shall NOT be given access to:1.any information not related to the Services;2.Bidder locations/premises (or portions thereof) that are not related to the Services; or3.Bidder records or documents relating to the make up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or4. internal Bidder audit reports, or any summaries thereof; or5. Bidder's proprietary information, sensitive information or environments shared with multiple customers are excluded (without agreed, reasonable protocols). Bidder requires Independent Monitors to:1. provide Bidder with at least thirty (10) days notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit;2. be subject to Bidder site/premises security obligations and have their access controlled/monitored by Bidder;3.pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request.A third party auditor/inspector shall:1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder;2. execute a confidentiality agreement acceptable to Bidder;3. be independent.	No Change

85	Absent		Non-solicit Clause	Customer acknowledges that personnel to be provided by HPE represent a significant investment in recruitment and training, the loss of which would be detrimental to HPE's business. In consideration of the foregoing, Customer agrees that for the term of this engagement and for a period of one (1) year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any HPE employee, or induce any such individual to leave the employ of HPE. For purposes of this clause, an HPE employee means any employee or person who has who has been involved in providing services under this RFP.	No Change
86	31	47	Force Majeure	Request payments to be paid up to date of suspension of services / deliverables due to force majeure.	No Change
87	Confidentiality Clause 8.19.3 / Non Disclosure Agreement (Annexure I)	74	Indemnity- In the event of any breach or threatened breach of this clause by the Bidder and/or its employees/agents, the Bidder shall be liable to pay damages as quantified by the Bank. In NDA- The Receiving Party agree to indemnity 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.	Request deletion of this clause in the NDA and RFP	No Change
88	19	43	Performance Bank Guarantee	To be on a yearly basis + 3% of TC value	No Change

89	30	46	Limitation of Liability	HPE would like to request for the inclusion of the clause "NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, IN ANY EVENT, REGARDLESS OF THE FORM OF CLAIM, BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, AND LOSS OF INCOME OR PROFITS, IRRESPECTIVE OF WHETHER IT HAD AN ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES; OR (2) DAMAGES RELATING TO ANY CLAIM THAT ACCRUED MORE THAN TWO (2) YEARS BEFORE THE INSTITUTION OF ADVERSARIAL PROCEEDINGS THEREON.The maximum liability, REGARDLESS OF THE FORM OF CLAIM, shall be limited to 100% of contract value except in case of fraud and/or willful negligence. The vendor shall not be liable for consequential losses on account of production revenue or profit.	No Change
90	39	49	Negligence	Request risk purchase to be capped to 10% of the undelivered deliverables. Further, HPE would like to request for an inclusion of notice and a reasonable cure period be provided prior to getting the work from an alternate vendor.	No Change
91	4	12	Video wall	What is minimum/maximum no. of camera screen to be showcased on the video wall display of 8X 12 at a single time	No Change

92	4	12	Monitoring work station	What is minimum/maximum no. of camera screen to be showcased on the video wall display of 8X 12 at a single time	No Change
93	4	12	Primary and secondary server	Event storage capacity and quantum to be defined and whether archiving is required for video and data	No Change
94	5	14	NVR Hard disk	Please specify considered frame rate and resolution for camera recording of 180 days?	No Change. Already mentioned
95	5	15	Two-way communication	Details required on audio equipment at centralized command center and if scalability and integration is required with wireless audio devices and EPABX	No Change
96	5	16	UPS and battery back up	What is the allocated power and back up in the branch UPS for this system	Required power will be provided through branch UPS
97	Eligibility	6	Turnover of average 60 Cr for three financial year	1. Can turnover of group companies can be combined. 2. In Security monitoring industry companies with 60Cr Turnover is difficult to get turnover for CMS Business and this condition should be relaxed. 3. We feel it should be relaxed to 10 Cr average for CMS including installation and commissioning for multilocation offices/ Retail stores/ Bank Branches.	No Change
98	Eligibility	6	The bidder should be presently providing CMS services for minimum 5000 live sites	This condition should be relaxed to 2000 to 3000 sites including health monitoring and AMC contract.	No Change

99	3.8	8	Alert to be generated at CC even though internet is not available.	If internet is not available and if we need SMS or Phone call then we will require to install PSTN Line at site or additional devices just to send SMS. WE feel this requirement should be removed as internet connectivity is taken care using dual internet connectivity using 2 SIM Router or 1 SIM and other by broad band internet	No Change
100	7.1.3	19	128 wired/ wireless sensor to be supported	looking at current sensor requirement it do not cross 64. why we need panel which supports 128 zones.	Agreed. Main control Internet of Things (IoT) panel should be capable of connecting **64** Wired/Wireless Sensors like panic buttons, PIR sensors, smoke detectors & flame detectors, vibration sensors, glass break sensors, pressure sensor etc., as per the requirement of bank.
101	7.3/7.4	20	Why only 868 Mhz wireless	We should allow 433Mhz also as this is also industry standard.	Accepted. 433MHz is also acceptable.
102	7.7	20	Vibration Sensor	Should use multi functions vibration sensor with Vibration, Tilt and tamper detector with functionality to detect vibration generated using gas cutter, drill machine, hammer, grinder etc.. Need to remove point on ceiling mount.	No Change
103	8.11	24	Earnest money of 2 Cr	for MSEM companies this should be reduced to 10L	No Change. Not applicable as per Government guidelines.

104	9.6	32	Payment of rent commence from the date of contract on being live with full functional CMS and all site work order	As CMS is going to be big CAPEX investment and if all sites are not made live delay in rent billing will create huge cash flow issue on CMS company. This should be relaxed with payment on every 100 site completion. And CMS will be also set-up with incremental enhancement. Internal changes at site starts immediately on supply of internet and we bidder cannot wait for all site completions.	Payment of rent shall be made initially on "Go Live" of 500 sites, and thereafter on completion of every batch of 500 sites.
105	9.7	32	Re-location	Cabling will be of no use so one-month charges for relocation needs to be revised. Also, internet connectivity of MPLS has contract period of 1 year so this will also need to be repaid in re-location changes	No Change
106	9.8	32	Closure of site	There will be minimum lock-in period. Certain contracts are done with network provider will need to be repaid.	No Change
107	10	32	Delay in SITS and 90 days' time	installation along with MPLS Line for more than 1000 is difficult to complete in 90 days looking at bank related dependency. We should change to stage manner of 250 sites in 90 days.	Partially Accepted. Modified from 90 days to 120 days.
108	35	47	Termination	This is OPEX based commercial and termination cannot happen in 30 day. There will be locking on 3 years. There should be well defined SLA and as premises provided is Bank so there are multiple factors involved where bidder do not full control to serve SLA. this condition needs to be re-discussed.	No Change

109	NA	NA	Combined bid to be divided in three parts or 4 parts.	full tender to be divided in three parts. 1. Set up of command and control. 2. Command and control operations management. 3. Bank branch SITC of all equipments. 4. MPLS based network connectivity.	No Change
110	3.8	8	SMS or Phone call if network not available	Panels used for e-surveillance models do not have this capability.	No Change
111	3.12	8	Alert Monitoring	Criticality of alerts to be detailed.	Will be clarified in work order/SOP issued to selected vendor.
112	3.12	9	Object Detection	Needs clarification on type of objects anticipated	Will be clarified in work order/SOP issued to selected vendor.
113	3.13	9	Reports: any other customized reports	Any new reports required, needs to be mutually agreed between both the parties.	No Change
114	1.4, 8	5	Earnest Money Deposit	Any relaxation on Earnest Money Deposit?	As per Government guidelines
115	3.21	10	Provide Duel OTP to joint custodians	Is the dual OTP required to function in an either/or scenario or required authentication with 2 OTPs to operate?	Dual OTP
116	5.3	13	wireless glass break sensors	Is it ok to offer wired glass break sensors?	No Change

117	-	-	-	Is it possible to get an editable soft copy of the RFP document in order to utilize the format to be printed on letter head & agreements?	Converted Pdf copy can be provided.
118	2.E	6	Bidder should have average sales turnover of not less than Rs. 60 Crore per year in the last three years, i.e. from year 2020-21 to 2022-23 in the business of CMS.	Please confirm that this turnover is pertaining only to e-surveillance services only.	No Change
119	2.F	6	Bidder should be in profit and should not have incurred loss in the last 3 financial years i.e. FY 2020-21 to 2022-23.	We would like to submit that pure play e - surveillance on Opex model is highly capital intensive and hence profitability should be considered at the EBITA level.	Agreed. Bidder should be having operating profit and should not have incurred operating loss in the last 3 financial years i.e. FY 2020-21 to 2022-23
120	1.1	4	Vendor contracted in one phase will not be eligible to participate in process for other phases. Solutions offered by vendors in all the phases must be compatible with each other for purpose of interface to act as DR sites and reconfiguration of sites from one command center to other	Request to exclude the clause	No Change
121	3.8	8	Alert event should be generated in the CMS CC even if internet services are not available, either through SMS or phone call.	Entire solution has been designed to communicate via TCP/IP. As already backup lines are there this clause should be excluded also as per new TRAI guidelines SMS SIM cards have now very stringent law to be live	No Change
122	3.12		Branch Cleanliness, Branch Foot fall, Strong room door open/close	For cleanliness we request to consider housekeeping report, for footfall need clarification footfall count need to be done at main gate/lobby or any specific space. Strong room door open/Close we request to consider this feature through sensors as well.	Will be clarified in work order/SOP issued to selected vendor.

123	3.19	10	Monitoring the health of UPS batteries installed at sites	For this feature UPS should have MODBUS/RS232 mode of data transfer to platform	Accepted. Feature will be made available by the Bank.
124	3.35	11	The CMS CC shall be installed with adequate numbers of primary & secondary servers required for the CMS solution to operate in failsafe mode. The CMS CC operations/data shall be mirror imaged from primary servers to secondary servers for redundancy so that the operations of CMS CC smoothly switches over to secondary servers & vice versa.	Will it be at same place or Bank will offer any other premise	At the same location / within same complex.
125	4	12	Monitoring workstations with adequate numbers of monitors/screens	Seeking Clarification on wooden work, will furniture be provided by bank or it will be in our scope.	Shall be provided by Bank
126	4	13	SQL Server s/w	In Linux will Mongo DB would be used, would request to consider the same	Accepted. Linux OS is also permitted
127	5	14	Primary NVR with minimum 32TB internal HDD to be incorporated in the controller/control panel of CMS installed at site. Secondary NVR with minimum 32TB internal HDD is for redundancy backup to be placed in a wall mounted rack in secured location in the branch site. The video feed of all cameras shall be parallelly fed to both the NVRs.	Based on calculation we can provide appropriate HDD space which would be lower to 32 TB	No Change
128	6	17	Primary NVR with minimum 8TB internal HDD to be incorporated in the controller/control panel of CMS installed at site. Secondary NVR with minimum 8TB internal HDD is for redundancy backup to be placed in a wall mounted rack in secured location in the ATM site. The video feed of all cameras shall be parallelly fed to both the NVRs.	Based on calculation we can provide appropriate HDD space which would be lower to 8 TB	No Change
129	6	18	Broadband -1 (minimum 10MBPS) Dual SIM VPN (minimum 2MBPS)	At offsite ATMs it may depend on feasibility, request to consider Only Dual SIM for such locations	No Change

130	6	18	Main controller/Control panel/ Control Unit with in-built 10 hours battery backup	we request to consider 4-6 Hours	Accepted. Battery backup of **minimum 6 hours for panel and all connected devices.**
131	7.1	19	Main control panel should have built-in gateway with multiple connectivity: LAN/Wi-Fi/GPRS/3G/4G/5G/Broadband. The network router should have the facility to use Broadband network and dual SIM card-based VPN in active-active aggregation mode	Actual Network Aggregation mode router is not available, its only active-backup. Request to consider the same	No Change
132	7.1.3	19	Main control Internet of Things (IoT) panel should be capable of connecting 128 Wired/Wireless Sensors like panic buttons, PIR sensors, smoke detectors & flame detectors, vibration sensors, glass break sensors, pressure sensor etc., as per the requirement of bank.	Ideally for any branch and ATM 24-48 Zones are sufficient, request to consider the same	Accepted. 64 zones acceptable
133	7.11	21	Varifocal lens, 2.8 to 12mm motorized @ F1.4	Standard Bank operation can be covered by fixed lens, request the same to be considered	No Change
134	7.12	21	Internal Storage - Surveillance grade HDDs for 64 TB	64TB consists 8*8 TB HDD, is same required or based on calculation NVR SATA can be decided	NVR should support 8 x 8 TB HDD
135	7.12	22	For NVR BIS certification should also be considered	For NVR BIS certification should also be considered	Accepted
136	7.14	22	➢ Minimum 100 Mbps leased line as primary & secondary network at CMS CC for redundancy/failsafe switchover.➢ Minimum 10 Mbps broadband with MPLS technology for Branch/ATM site as primary network with static IP configuration.➢ 4G/5G Dual SIM VPN on active-active router for failsafe switchover.➢ The SIMs to be of different operators/service providers.	For Branch broadband connectivity is ideal for operation, if it would be required static IP provisioning can be done based on requirement, Active-Active should be considered as active-passive. And if broadband is available with corporate SLA then backup SIM would not be required. Request to consider the same	Network connectivity Primary-Wired (Broadband/MPLS/ILL) connection with minimum 10 Mbps bandwidth, Secondary-Dual SIM based VPN for redundancy/backhaul

137	7.15	22	Server Config, Windows OS and H/W configuration	we request to consider Linux OS as well considering our solution and Linux is also the most accepted OS at server level, also request to consider server H/W configuration based on services.	Accepted. Linux OS is also permitted
138	10.1	32	For delay in SITC- The complete CMS for all the Locations/sites allotted by the Bank, including establishing of CMS CC at bank's premises should be delivered, installed and made operational within 90 days of receipt of work order from the Bank.	As it has been asked to provide broadband and leased line/firewall/servers/licenses along with command center setup, completion date should be increased based on H/W availability.	Accepted. Modified to 120 days
139	8	59	Alert event should also be generated in the CMS CC even if internet services are not available, either through SMS or phone call.	Entire solution has been designed to communicate via TCP/IP. As already backup lines are there this clause should be excluded also as per new TRAI guidelines SMS SIM cards have now very stringent law to be live	No Change
140	2.E	6	The Bidder should have average annual sales turnover of not less than Rs.60 Crore per year in the last three years, i.e. from year 2020-21 to 2022-23 in the business of CMS.	Request for amendment of turnover criteria of 60 Crore in the business of CMS to in the business of Security/CMS	No Change
141	9.6	32	Payment of rent shall commence from the date of contract on being live with fully functional Command Centre and All sites as per work order.	Request for amendment of commencement of rent from go live of each individual sites	Payment of rent shall be made initially on "Go Live" of 500 sites, and thereafter on completion of every batch of 500 sites.
142	6. E	Page no 6	The Bidder should have average annual sales turnover of not less than Rs.60 Crore per year in the last three years, i.e. from year 2020-21 to 2022-23 in the business of CMS. Attested copies of audited Balance Sheet and P&L Statements for the years 2020-21, 2021-22, & 2022-23. A certificate from Chartered Accountant (Company's Statutory Auditor) who has signed	It is mentioned 60 Cr average annual turnover from CMS Business. We request Bank to keep it as turnover from IT / ITES Business.	No Change

			the audited balance sheet specifying turnover from CMS business.		
143	6. H	6	The Bidder should have executed minimum two contracts with Public Sector/Private Sector Banks/ Commercial organization for CMS services in the last three years	Bank has already asked for Minimum 5000 sites CMS. Request bank to also consider single project fulfilling the total sites quantity or else "2 Projects having 5000 sites or Single project with 10000 Sites". This is against the GFR guidelines of standard rule of having qnty experience of 1 project with 80% or 2 Projects of 60 % or 3 Project with 40% sites against the project estimate.	No Change
144	NA	NA	Requesting Editable version (Word Format) of Bid document	Due to the fact that a scan copy of an 83-page document cannot be converted and it is a hassle to rewrite formats and annexures. Hence for bidders convenience, we request an editable version of the bid document or a word document.	Converted Pdf copy can be provided.
145	1.6.4	5	Installation of all hardware and software including intrusion sensors, fire detectors, IP cameras, NVRs with HDD for storage of video footages, two-way communication devices, control panels/modules, network connectivity and other related devices/equipment at all sites for coverage of each site under CMS solution for 24X7 monitoring and handling duress situations.	It would be helpful if you could specify the type of location as every setup has its own criteria. Please clarify	Will be clarified in work order/SOP issued to selected vendor.
146	3.3	8	The CMS CC should be able to establish two-way audio communication with persons available at any site...	Should we install 2 two-way audio communication as a part of redundancy in ATM locations as well kindly confirm	YES

147	3.12	9	The CMS solution should have advanced features of AI, ML and VA for processing live video for real time identification of threats/suspicious activities at any site and generate alert to CMS CC accordingly. The CMS solution should be capable to generate alerts/provide valuable insights for following use cases using Edge AI features /tools	All these analytics are site specific or should we implement them in all locations	No Change. Required at all locations
148	3.16	9	Pulling video footage from any site(Footages should be stored at CMS cc for 180 days complete contract period)	This point needs clarification, whether it is for branch or ATM's?	Both, from Branch and ATM
149	3.21	10	Strong room /Safe room Access through OTP	Can we deploy a FRS based solution for strong room access?	Accepted
150	3.32	11	The network connectivity for the CMS solution	Need Clarification	Network connectivity Primary-Wired (Broadband/MPLS/ILL) connection with minimum 10 Mbps bandwidth, Secondary-Dual SIM based VPN for redundancy/backhaul
151	5	13	Wired Pressure Sensors	Need Clarification	No Change
152	5	13	Main control panel	should we give 10HRS back up for all the devices including cameras, NVR, HDD and rest all e-surveillance equipment like sensors and two-way audio	Accepted. Battery backup of **minimum 6 hours for panel and all connected devices.**
153	5	14	IP Dome & Bullet cam with 128GB SD Card	SD Card 128GB not mentioned in BOQ	No Change. Already mentioned

154	5	14	Network Video Recorder (NVR)	Mention of keeping 2 Nos of 16ch 8SATA NVRs in the branch as primary and secondary Backup. Please re-confirm this point as a bidder we need to supply 2 Nos of 16ch 8SATA NVRs and each with 32 TB HDD	No Change. Confirmed
155	5(Last point)	16	UPS and Battery Back Up	Is a battery monitoring system required or just UPS on/off status is sufficient	**Presently, CMS solution need to only have the feasibility to connect/integrate Power Management. BoQ will be intimated as and when required.**
156	6	17	Hardware and Software requirements at **Offsite ATM site**	Primary NVR with minimum 8TB internal HDD to be incorporated in the controller/control panel of CMS installed at site. Secondary NVR with minimum 8 TB internal HDD is for redundancy backup to be placed in wall mounted rack in secured location in the ATM site. The video feeds of all cameras shall be parallelly fed to both the NVRs. For redundancy can we use cloud in place of secondary NVR system	No Change
157	6	17	Hardware and Software requirements at Offsite ATM site	2 Dome and 2 Bullet cameras has been asked for ATM site and separate NVR too. In specification only 16/32ch NVR with 8SATA has been asked and ATM's storage capacity requirement stated is 8TB. Request to consider an additional 8ch 2SATA NVR for ATM, instead of separate 16/32ch 8 SATA NVR to reduce the overall cost.	Accepted. 4 Ch NVR will suffice in ATM site
158	6	18	Two-way audio communication	Why 2 set for ATM lobby? Need Clarification	No Change. Need for redundancy

159	6	18	Alarm Hooters	Installation of 3 sirens might create noise at public place during false alerts	No Change
160	6	18	Network connectivity	For off-site ATMs, is broadband mandatory?	YES
161	6	18	Edge based AI capability	Should we implement all the analytics mentioned in the RFP	YES
162	7.1.4	19	Main Control unit/Panel/Controller	It should have capability for integration of two-way audio communication with redundancy (two sets of speaker & mic combination over the network with branch or ATM site. For better deterrence it is always recommended to use standalone or GSM based two way only	No Change
163	7.12	21	NVR specification	4/8 Channel NVR specification missed regarding ATM	Accepted. Will be incorporated in RFP
164	7.10.	21	Alarm Hooters	External Hooters with sound level of 150dB up to 500 meters. 150dB is not suitable for Branch and ATM which may create public outrage and as per regular practice 100 dBs are more than enough and acceptable all security standards. Thus, request to amend the clause as - External Hooters with sound level of 100dB.	No Change
165	7.13	22	POE -Switch	8 port specification missed	Accepted. Will be incorporated in RFP
166	7.16	22	Monitors	Whether requirement is specifically for Branches?	Yes. Required at Branches/Offices. Not required in ATMs

167	1.4(7 & 8), (14.1.1)	5,35	**EMD and Cost of RFP.** Exemption is applicable for only Micro and Small, Not for Medium	Requesting Medium registered vendors also should consider under As per Circular No.1(2)(1y2016-MA dated 10th March,2016 & As per Rule 160(ix a) of GFR, 2005 may relax condition for EMD and tender fee which MSMEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.	Exemption from paying EMD and Tender cost will be permitted as per latest Govt Guidelines.
168	2.e	6	Turnover criteria	While the bank has considered MSME exemption for EMD and tender fee, there is no explicit mention of MSME consideration for exemption from Prior Experience and Prior turnover. Basis Public Procurement Policy for Micro and Small enterprise, all central PSUs may relax condition of prior experience and prior turnover if the MSE can meet all quality and technical specification. This is a quote from a circular 10th March 2016 with reference1(2(1)2016/MA	No Change

QUERIES OF VENDORS IN 2nd PRE-BID MEETING HELD ON 17 JAN 2024 AND BANK'S RESPONSE

Sl	clause	Page	Original Clause in the corrigendum 1 dated 09 Jan 2024	Bidders' Query	Bank's Response	Revised Clause
1	2e	6	The Bidder should have average annual sales turnover of not less than **Rs.60 Crores** in the last **three years**, i.e. from year 2020-21 to 2022-23 from **the business of CMS**.	Turnover of Rs. 60 Crores from complete business activities of the bidder should be considered for the eligibility instead of only from CMS business.	Accepted.	The Bidder should have average annual sales turnover of not less than **Rs.60 Crores** in the last **three years**, i.e. from year 2020-21 to 2022-23.
2	2i	7	The bidder should be presently providing CMS services for minimum of 5000 live sites OR should have installed at least 50000 cameras at places like smart cities, airports, ports, industrial complexes, oil refineries, malls etc. which are being monitored simultaneously.	Clarification on 5000 sites or 50000 cameras.	Clarified that 5000 sites means 5000 different location irrespective of no. of cameras, sensor or detectors whereas 50000 cameras relate to minimum cameras under CMS at one or multiple locations like Smart City, manufacturing plants, ports, industrial complexes etc.	No change
3	35.2	48	The Bank shall have a right to terminate the contract/agreement at any time without assigning any reasons thereto, by giving not less than 30 days prior written notice of the intention to do so, to the Successful Bidder.	Termination of contract without assigning any reason thereto by giving one-month notice	Not acceptable being a standard clause	No change

4	8.11.1	24	The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) for an amount of Rs. 2,00,00,000/- (Rupees Two Crore only) in the form of a Demand Draft in favour of Union Bank of India payable at Mumbai / through NEFT/RTGS or in form of Bank Guarantee. Bank details for remitting by NEFT/RTGS is given here below. Hard Copy of the payment proof (UTR No. etc) must be enclosed with technical bid. If submitted by way of BG, the same must be valid for 225 days from date of submission of technical bid.	EMD may be reduced to Rs.10 lakhs	Not acceptable since amount is decided based on Bank's extant policy.	No change
5	19.1	44	The selected Bidder should submit a PBG at the rate of 5% of the Contract value. The PBG should be valid for a period of 6 years and sixty days from the date of receipt of contract award letter.	PBG may be reduced to 1% instead 5%	Not acceptable since amount is decided based on Bank's extant policy.	No change
6	8.11.1	25	The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) for an amount of Rs. 2,00,00,000/- (Rupees Two Crore only) in the form of a Demand Draft in favour of Union Bank of India payable at Mumbai / through NEFT/RTGS or in form of Bank Guarantee. Bank details for remitting by NEFT/RTGS is given here below. Hard Copy of the payment proof (UTR No. etc) must be enclosed with technical bid. If submitted by way of BG, the same must be valid for 225 days from date of submission of technical bid.	Format of BG for submission of EMD should be provided.	BG on the format of issuing bank is permissible.	No change
7	9.6	32	Payment of rent shall be made initially on "Go Live" of 500 sites, and thereafter on completion of every batch of 500 sites. Last three months' rent for each site shall be withheld till 180 days beyond expiry of contract OR till all contractual obligations are fulfilled, including formatting of the hard disks and SD cards of cameras, whichever is later.	Rental payment be started from Go live of 100/200 sites instead of 500 sites and thereon	Not Accepted	No change

8	3.12	9	The CMS solution should have advanced features of Artificial Intelligence (AI), Machine Learning (ML) and Video Analytics (VA) for processing live video for real-time identification of threats/suspicious activities at any site and generate alert to CMS CC accordingly. The CMS solution should be capable to generate alerts/provide valuable insights for following use cases using Edge AI features/tools: ➢ Perimeter breach. ➢ Object detection (available/not available). ➢ Identification of sharp objects, gas cylinders and weapons. ➢ Overcrowding at Branch & ATM sites. ➢ Person detection (available / not available) ➢ Premises cleanliness. ➢ UPS Area identification (Battery removal, storage of flammable materials) ➢ Branch & ATMs total footfalls. ➢ Helmet detection. ➢ Face Mask detection. ➢ Camera tamper/video loss/change of video angle/video blockage/camera masking detection. ➢ Strong room door open/closed detection. ➢ Cash Cabin door open detection during cash hours ➢ Personnel profile based video search & analysis. ➢ Fire Detection.	Number of cameras per site and no. of use cases on AI features be indicated/amplified for help in working out the financials.	Bidders should work on maximum cameras utilisation to cover a branch site/ATM site and for AI capabilities, all uses cases indicated in the RFP are to be considered.	No change

9	7.12	22	7.12. Network Video Recorder (NVR): ➢ Main processor - Quad-core embedded processor. ➢ Operating system - Embedded LINUX. ➢ IP video input - 4 / 8 / 16 / 32 channel. ➢ Compression - H.265+/H.265/H.264+/H.264. ➢ Recording resolution -12 MP/8 MP/6 MP/5 MP/4 MP/ 3 MP/1080P/D1. ➢ Incoming Bandwidth - min 256 Mbps ➢ Outgoing Bandwidth - min 256 Mbps ➢ Decoding Capability - 6ch@1080P(25FPS) ➢ Synchronous playback - 1/2/9/16/32 Channel. ➢ On-Screen Display - Camera title, time, video loss, camera lock, motion detection recording. ➢ Search mode - Date/Time/Alarm/Motion detection ➢ Backup mode - USB Device / Network / Internal SATA / e-SATA device. ➢ Internal Storage - Surveillance grade HDDs for 64 TB storage capacity (8 x 8 TB HDD, 8 SATA min) ➢ Network protocol - TCP/IP, DHCP, DNS, DDNS, NTP, RTSP, SMTP, SNMP, NFS, iSCSI, UPnP™, HTTP, HTTPS, OnVIF ➢ Network interface - One RJ-45 10/100 Mbps self-adaptive Ethernet ➢ USB interface - 4 ports (2 X USB 3.0, 2X USB 2.0). ➢ Certification - BIS / UL / CE / FCC.	(i) 3 USB port in NVRs be considered instead of 2each of USB 3.0 & 2.0 ports as these are now day standard configuration and easily available. (ii) It is suggested to have 4 SATA NVR for ATM sites	Accepted. TWO 3.0 USB ports and ONE 2.0 USB port are now acceptable and also 4 SATA NVR is acceptable for ATMs.	➢ Main processor - Quad-core embedded processor. ➢ Operating system-Embedded LINUX ➢ IP video input - 4 / 8 / 16 / 32 channel. ➢ Compression - .265+/ H.265/ H.264+/ H.264. ➢ Recording resolution -12 MP/8 MP/6 MP/5 MP/4 MP/ 3 MP/1080P/D1. ➢ Incoming Bandwidth - min. 256Mbps ➢ Outgoing Bandwidth - min 256Mbps ➢ Decoding Capability - 16ch @1080P (25FPS) ➢ Synchronous playback - 1/2/9/16/32 Channel. ➢ On-Screen Display - Camera title, time, video loss, camera lock, motion detection recording. ➢ Search mode - Date/ Time / Alarm / Motion detection ➢ Backup mode- USB Device/ Network/ Internal SATA/ e-SATA device. ➢ Internal Storage (Branch Site) - Surveillance grade HDDs for 64 TB storage capacity (8 x 8 TB HDD, 8 SATA min) ➢ Internal Storage (ATM Site) - Surveillance grade HDDs for 32 TB storage capacity (4 x 8 TB HDD, 4 SATA min) ➢ Network protocol - TCP/IP, DHCP, DNS, DDNS, NTP, RTSP, SMTP, SNMP, NFS, iSCSI, UPnP™, HTTP, HTTPS, OnVIF

						➢ Network interface - One RJ-45 10/100 Mbps self-adaptive Ethernet ➢ USB interface - 3 ports (2 X USB 3.0, 1X USB 2.0). ➢ Certification - BIS / UL / CE / FCC.
10	5 & 6	16, 18	Network Router - For connectivity of the site with CMS CC over the secured network. To be concealed in the controller/control panel installed at the site.	Firewall having routing capability may be considered in addition to network router alone as we are keeping the option of broadband which will have cyber security risk.	The clause be read as " Network router / Firewall with routing capability"	Network Router/ Firewall with Routing capability - For connectivity of the site with CMS CC over the secured network. To be concealed in the controller/control panel installed at the site.
11	-	-	New Point	Minimum lock-in period be incorporated in the contract as heavy investment is involved by the bidder in the project	Not Accepted	No Change
12	5 & 6 Footnote	16, 19	It is also acceptable if the desired coverage as mentioned in column 3 above, is being achieved by using analytics / equivalent AI in lieu of sensors.	With option to cover the functions of sensor by analytics/equivalent AI does it mean that all the sensor can be done away with.	Clarified that use of sensor is at discretion of vendor without compromising functionality, coverage & requirements mentioned in RFP.	No change
13	35.3.9	49	The average availability of services in 3 (three) consecutive months of all together is less than 90%.	Clarification on calculation for average availability of services in three consecutive three months together is less than 90%	It was clarified that minimum 90% of the sites should be live at any point time and if this status is not maintained for any three consecutive months, bank shall	No change

					terminate the contract.	
14	-	-	New Point	Is the bidder required to carry out provision of furniture, furnishing, power supply & UPS support or it shall be provided by the Bank	Clarified that these shall be catered by the Bank.	No change
15	3.29	11	The CMS solution should have facility for upscaling of sites under coverage, open for customization including reports/returns as per banks requirement in future during the contract period. Also, it should be capable to integrate futuristic security measures at later stage during the contract period. Solutions offered by vendors for this phase of the project must be such that the same is compatible with other phases for purpose of interface to act as DR sites and reconfiguration of sites from one command centre to other. The selected bidder of each phase is required to share with Bank/selected vendor of other phases, the API/SDK etc of equipment/sensors to enable the integration.	Since the service providers for CMS solution in different phases shall be different, it may not be feasible for one CMS CC to function as DR sites for other CMS CC as technology/solution used by the service providers may be different. Further, it was suggested that as most of the bidders have their own CC, the same may be used as DR site for the CMS CC established by the bidder.	No change	No change
16	6	17	Cover ATM lobby from inside and machines from sides. Cover ATM site frontage & parking area and side passages from outside if open.	Is camera required in back room of ATMs?	Yes. Wherever back room is available, one camera out of 4 cameras will be installed in back room.	One Camera to Cover ATM lobby, 2nd Camera to cover machines from side, 3rd Camera to cover back room (if provided, if not then same will cover machine from opposite side of 2nd Camera) 4th Camera to cover outside area of ATM site.

17	3.15	9	The CMS CC should run regular network vulnerability checks to ensure there are no points for unwanted access. The CMS CC should submit a separate report on network breach or any other network related threats to the designated officials of the Bank and take necessary relevant measures to prevent occurrence of the same in future.	CMS software should detect breach, what does it mean?	Clarified that the software should run vulnerability test and check for any breach or cyber-attack.	The CMS CC software should have capability to detect breach & cyber-attacks by running regular network vulnerability checks and ensure that there are no points for unwanted access. The CMS CC should submit a separate report on network breach or any other network related threats to the designated officials of the Bank and take necessary relevant measures to prevent occurrence of the same in future.
18	3.3	11	The CMS solution should have the provision to integrate cash vans movement monitoring through third-party GPS based monitoring technology, incorporate geo-fencing for generating alert on breach of geo-fence, as and when required by the Bank during the contract period, WITHOUT any additional cost to Bank.	will there be no additional rent for Cash Van.	Clarified. As there is no additional equipment installation is required. It will only be interfacing with existing GPS of cash vans; hence no rent is payable.	No change
19	4	13	SQL Server software (licensed)	SQL Server software needs for clarity	Accepted	Database Management Software (licensed): (i) The successful bidder is responsible for any license / utilities / Middleware / Database / certifications required to run the solution at their own cost. (ii) Software of the proposed solution should not be already end of sale and/or end of support and should ensure usage of latest licensed software and its components with proper updates / upgrades / patches.