

प्रापण विभाग, केंद्रीय कार्यालय, मुंबई

प्रापण/ 0335/2025

दिनांक: 24-09-2025

यूनियन बैंक सोशल फाउंडेशन ट्रस्ट (UBSFT) के माध्यम से बैंक द्वारा क्रियान्वित/वित्त पोषित CSR गतिविधियों के सामाजिक लेखा परीक्षा / प्रभाव अध्ययन और मूल्यांकन करने के लिए एजेंसियों के पैनल के लिए प्रस्ताव के लिए अनुरोध (RFP)

निविदा सूचना

यूनियन बैंक ऑफ इंडिया 3 साल की अवधि के लिए यूनियन बैंक सोशल फाउंडेशन ट्रस्ट (यूबीएसएफटी) के माध्यम से बैंक द्वारा क्रियान्वित/वित्त पोषित सीएसआर गतिविधियों के सामाजिक लेखा परीक्षा / प्रभाव अध्ययन और मूल्यांकन करने के लिए एजेंसियों के पैनल के लिए स्थापित कंपनियों से मुहरबंद प्रस्ताव आमंत्रित करता है। कृपया हमारी वेबसाइट पर जाएँ www.unionbankofindia.co.in या सरकारी पोर्टल www.eprocure.gov.in देखें।

विस्तृत आरएफपी के लिए अनुरोध निम्नलिखित ईमेल आईडी पर किया जा सकता है:

Procurement@unionbankofindia.bank

इस निविदा का परिशिष्ट/शुद्धिपत्र, यदि कोई हो, केवल बैंक की वेबसाइट एवं सरकारी पोर्टल पर प्रकाशित किया जाएगा।

निविदा लागत	: 2000/-
अग्रिम जमा राशि (ईएमडी)/सिक्योरिटी राशि	: शून्य
आरएफपी जारी करने की प्रारंभिक तिथि	: 24-09-2025
आरएफपी संबंधी प्रश्न प्राप्त होने की अंतिम तिथि	: 29-09-2025
प्री-बिड मीटिंग	: 30-09-2025 पूर्वाह्न 11.30 बजे
तकनीकी बोलियां की जमा करने की अंतिम तिथि	: 14-10-2025 अपराह्न 3.00 बजे
तकनीकी बोलियां खोलना की तिथि	: 14-10-2025 अपराह्न 3.30 बजे
वाणिज्यिक बोलियां खोलने की तिथि	: बाद में सूचित किया जाएगा

यूनियन बैंक ऑफ इंडिया

केंद्रीय कार्यालय, यूनियन बैंक भवन, चौथा तल,

प्रापण, 239, विधान भवन मार्ग, नरीमन पॉइंट

मुंबई – 400 021.

PROC /0335/2025

Date: 24.09.2025

Request for Proposal (RFP) for Empanelment of Agencies to Conduct Social Study & Impact Assessment of CSR activities implemented/ funded by the Bank through Union Bank Social Foundation Trust (UBSFT)

Tender Notice

Union Bank of India invites sealed offers from established companies for Empanelment of Agencies to conduct Social Study & Impact Assessment of CSR activities implemented / funded by the Bank through Union Bank Social Foundation Trust (UBSFT) for the period of 3 years. Please visit our website www.unionbankofindia.co.in or the government portal www.eprocure.gov.in for the details of the tender.

The detailed RFP can be requested from the below email id: procurement@unionbankofindia.bank addendum/corrigendum, if any, to this tender will be published only on Bank's website and govt portal.

Tender Fee	Rs.2000/-
Earnest Money Deposit/Security Deposit	Nil
Date of commencement of issue of RFP	24.09.2025
Last date for receipt of RFP for queries	29.09.2025
Pre-bid meeting	30.09.2025
Last date for submission of Bid	14-10-2025
Opening of Bid	14-10-2025

Union Bank of India
Central Office, Union Bank Bhawan
4rth floor, Procurement Department
239, Vidhan Bhawan Marg
Nariman Point, Mumbai 400021

DISCLAIMER

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

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

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

Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, immature information on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors

SCHEDULE OF EVENTS & BID DETAILS

Tender Enquiry No.	
Bid document availability	Bid document can be downloaded from Bank's website www.unionbankofindia.co.in & govt. portal www.eprocure.gov.in from 10.00 am on 24/09/2025 to 3.00 pm on 14/10/2025
Last date for requesting clarification	Date: 29/09/2025 time 5.00 Pm (All communications regarding points / queries requiring for clarifications shall be given in writing to vinodmathur@unionbankofindia.bank procurement@unionbankofindia.bank
Pre-bid meeting	Date: 30/09/2025 Time 11.30 am Venue: Union Bank of India, Procurement Department, 4 th floor, Union Bank Bhavan, Nariman Point, Mumbai – 400 021.
Last date of submission of Bids	Date: 14/10/2025 Time 3.00 Pm
Date and time of opening of Pre-qualification cum technical Bids	Date: 14/10/2025 Time 3.30 Pm Authorized representatives of bidders are advised to be present during opening of Pre-qualification bids
Place of submission of Sealed Bid Document	Drop Box available Union Bank of India, Ground floor, Central Office, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021
Place of opening of Bids/ Prebid Meeting	Union Bank of India, Procurement Department, 1 st floor, Central Office, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021
Security Deposit/Earnest Money Deposit (EMD)	Nil
Tender fee (Non-Refundable)	Rs. 2000/- (INR Two Thousand Only) by Demand Draft in favour of "Union Bank of India" and payable at Mumbai from any of the nationalized/ schedule commercial bank (Non-Refundable).
Exemption	Bidders registered with NSIC / Udyam Registration as MSE are eligible for waiver of Document cost and EMD. However, MSE bidders need to provide valid NSIC / MSE certificate clearly mentioning that they are registered with NSIC under single point registration scheme or udyam
Validity	Proposals & other submissions should remain valid for 180 days after the submission date
Period of engagement	Any contract that may result from this public procurement process will be issued for a term of three years with annual review at the end of each 12 months at Bank's discretion from the date of signing of contract. However, such extension shall be on the same terms and conditions.
Contact details	Interested Bidders are requested to send all the correspondence to the Email : vinodmathur@unionbankofindia.bank procurement@unionbankofindia.bank containing below mentioned information, so that in case of any clarification same may be issued.

	Name of company, contact person, Mailing address with Pincode, Telephone No., Mobile No., email address etc.
Address & Contact Numbers	Union Bank of India, Procurement Department, 4 th floor, Central Office, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021. vinodmathur@unionbankofindia.bank procurement@unionbankofindia.bank

Note : Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. Interested Bidders willing to join PRE_BID meeting online should send their details on email – vinodmathur@unionbankofindia.bank / procurement@unionbankofindia.bank before 29.09.2025, 05.00 PM.

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1. INTRODUCTION

Union Bank Social Foundation Trust

Union Bank Social Foundation Trust (UBSFT) is established by Union Bank of India (hereafter referred as UBI) with the objective of undertaking focused and sustained Corporate Social Responsibility (CSR) activities. The donation/CSR activity is proposed to be undertaken by the Bank as a pro-active and voluntary step for development of the well-being of less fortunate/under-privileged members of the society, making seamless efforts to maximize the social outreach through both financial and non-financial resources keeping in view the philosophy of giving back to the society. Bank's endeavour is to undertake those CSR activities which are conceptualized for community development and benefiting to the society at large.

Bank's CSR Activities

As a responsible corporate entity, Union Bank of India is deeply committed and recognizes the importance of contributing towards betterment of society to enable them to lead a quality life and the economy to prosper. Bank believes that contribution made by the Bank is largely for upliftment of the society to serve the purpose of common social goods.

The corporate social responsibility activities are undertaken by the Bank as a voluntary and responsible organisation. Under the Corporate Social Responsibility (CSR) activities, various welfare and social activities/ projects/ programmes are undertaken by the Bank to raise the quality of life of the needy, deprived & under privileged sections of the society. Bank's endeavour is to undertake those CSR activities which are conceptualized for community development and benefiting to the society at large. Bank is committed to the philosophy of giving back to the society by way of undertaking CSR activities for the needy and deprived.

Objective of CSR

Bank's funded CSR activities are aimed at achieving the objectives of inclusive socio-economic development of the community at large with special focus on the needy & deprived/ old aged/ differently abled people, initiatives in environmental footprints, education, skill development, sports, women empowerment social responsibility etc. The broad objectives of the Bank's CSR policy are as under:

- a. Contribute to the betterment of the society by undertaking CSR activities aimed at empowering the underprivileged & deprived communities.
- b. Ensure that all CSR activities are implemented without prejudice/ basis/ favour and are selected based on merits by ensuring compliance with rules & regulations and adherence to laws.
- c. Making CSR an integral part of the Bank's corporate philosophy deriving value and image building for the Bank.
- d. CSR activities are chosen with an objective to address the larger social cause and sustainable impacts.

2. Objective of the Request for Proposal (RFP)

Union Bank of India/ Union Bank Social Foundation Trust intends to engage agencies registered in India to conduct social study & impact assessment of its projects under CSR activities implemented/ funded by the Bank. The purpose of this Request for Proposal (RFP) is to invite potential agencies to empanelment for conducting social study & impact assessment. This document provides information to enable the agencies to understand the requirements of UBSFT for submitting their “Proposals”.

UBSFT intends to empanel/engage the Institutions through an open competitive bidding process in accordance with the procedure set out herein.

3. Definitions & Abbreviations

- 3.1 ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Union Bank of India’, which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 3.2 ‘RFP’ means this Request for Proposal prepared by Union Bank of India for the Empanelment of Agencies to Conduct Social Impact study & Assessment of CSR activities implemented/ funded by the Bank through Union Bank Social Foundation Trust (UBSFT).
- 3.3 “Agency”, “Firm”, “Company”, “Bidder”, “Applicant” means any entity or person or associations of persons who submit their proposals for providing Services to the Bank in accordance with this RFP.
- 3.4 “Assignment / job / services” means the work to be performed by selected Agency pursuant to the Contract.
- 3.5 “Contract” or “Agreement” means the document in a format approved by the Bank, to be executed between the Bank and the selected/successful empanelled bidders as per the terms and conditions approved by the Bank.
- 3.6 “Authorized Signatory” means the person authorized by the company’s Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission and finalization.
- 3.7 ‘Proposal’ means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.
- 3.8 ‘Solution’ means providing all the services as defined by the scope of work.

Abbreviations-

Bank/UBI/Union Bank	Union Bank Of India
BG	Bank Guarantee
UBSFT	Union Bank Social Foundation Trust
CSR	Corporate Social Responsibility
EMD	Earnest Money Deposit
NDA	Non-Disclosure Agreement
Proposal/ Bid	The Bidder’s written reply or submission in response to this RFP.
PO	Purchase Order
PSB	PSB Public Sector Bank
PSU	Public Sector Undertaking
RFP	Request For Proposal (this document) in its entirety, inclusive of any addendum that may be issued by the Bank.
SLA	Service Level Agreement

4. INTEGRITY PACT

Only those agencies /bidders/sellers who commit themselves through the Integrity Pact (IP) with the Bank as per the attached format, would be considered competent to participate in the bidding process. In other words, entering this pact would be the preliminary qualification for the Bidder.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure VII for strict compliance.

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

- Shri. Jagdish Prasad Meena, IAS (Retd.), e-mail- meenajp@gmail.com
- Shri. Arvinda kumar, IPS (Retd.), e-mail- arvindak@gmail.com

Integrity pact will be considered as part of RFP and same to be submitted duly signed with technical bid. Non-submission of IP along with technical bid will lead to rejection.

5. Invitation to Tender Bids/RFP

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

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

All offers of the bidders shall be unconditional otherwise the bid will be rejected by the bank.

6. Eligibility Criteria

Only those bidders fulfilling the below-mentioned criteria should respond to the RFP. The bidder should need to provide supporting documents as part of the eligibility proof. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Documents/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria or which do not contain the supporting documents as part of the eligibility proof will be rejected. The invitation of bids is open to firms/entities fulfilling the minimum eligibility criteria as mentioned below:

S.No	Eligibility Criteria	Supporting documents to be furnished for compliance
1	The Agency shall be a Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC (Multinational Company) / Registered Societies / Trusts / Section 8 companies / Public Limited Company registered or incorporated in India and involved in consulting/ research/ monitoring & evaluation/ advisory business operations etc.	The agency is required to submit supporting documents such as a Certificate of Incorporation/Registration/Registered Partnership Deed, PAN, TAN, GSTIN Certificate etc.
2	The Agency should be operating in the field of development sector and have experience in carrying out social impact study & assessment of CSR activities. (The agency should have knowledge of policies/ practice, should have experience of designing and carrying out social impact study & assessment of CSR activities using both quantitative and qualitative methodologies, and monitoring projects in the Development & Social sector with government / private / multi-lateral organization.)	Minimum Year of Experience:03 (Documents to be sent with Technical Proposals refer Form: Tech-3, Form: Tech-4)
3	The agency must have completed assignments of social impact study & assessment of CSR activities Studies in Govt.Organization/PSU or their subsidiaries or any other reputed organization. (The agency should have knowledge of policies/practice, should have experience of designing and carrying out social impact study & assessment of CSR activities Studies using both quantitative and qualitative methodologies, and monitoring projects in the Development & Social sector with government /private / multi-lateral organization.)	Minimum Year of Experience:03 (Documents to be sent with Technical Proposals refer Form: Tech-4)
4	The average turnover of the agency should be minimum Rs 50.00 lakhs during the last three F.Y. (2022-23, 2023-24 & 2024-25) from Indian Operations. This must be for individual firm/ company turnover and not of any group of firms/ companies.	Documents to be submitted: Copies of previous work orders, Last Three Years Annual Audited Financial Statements, and certificate/Audit Reports (Statutory Audit Report from last three FY-2022-23, 2023-24 & 2024-25 Certified by the Chartered Accountant) with GST Return along with duly filled Annexure II . If the Audited B/S or P/L for 2024-25 is not ready, please submit CA Certified Provisional for the same.
5	The Bidder must be registered with GST.	Documents to be submitted: GST Certificate, PAN Card, GST Monthly, Quarterly, Annually Return.

6	The agency should not have been penalized or found guilty in the court of law. Also, the agency must have high reputation and there should not be any adverse media publicity about the agency during last three years	Self – certification on letter head to be provided. However, Union Bank of India would have the right to independently verify the same.
7	The agency should be earning operating profits for the last three financial years i.e 2022-23, 2023-24 & 2024-25	Certification by Auditor
8	Provide documentary proof of the office address. Submit a list of Banks, Public Sector Undertakings (PSUs), Financial Institutions, or Government Departments (State/Central) with which your agency is currently empanelled	Office address proof of Mumbai office and other office, if any, viz electricity bill, MTNL/BSNL landline no, Shop & establishment license, registered rent agreement / lease deed etc. List of Banks/ Public sector undertakings / Financial institution where agency is currently empanelled.
9	Agency should have executed at least one similar project costing Rs 50 lakhs and above in the last 5 financial years ending 31.03.2025	Details credentials along with list of clients.
10	The firm should have minimum 20 professionals on its payroll for last three years.	List of permanent employees - branch office wise & break up of permanent employees. These staff members should be the regular employees of the agency having record of payment of EPF, etc. A self-certified certificate duly signed on the agency's letter head should be attached.

In addition to the above documents mentioned in eligibility criteria, bidder should upload the below mentioned documents also in the technical bid.

1. All Annexures duly filled, signed and stamped.
2. MSE/ Start-up exemption certificate
3. Caution List of RBI – Undertaking from bidder.
4. GST Registration Certificate/ PAN number and all other necessary approved licenses required by the law be submitted.
5. All pages of the bid document shall be initialled by the person or persons signing the Bid. In addition, the following conditions be also fulfilled by the intending bidder:
 - a) Decision of the Bank based on the supporting documents submitted by the bidder will be final and binding to all the bidders in this regard.
 - b) Documentary evidence as explained in detailed “eligibility criteria’ must be furnished and non-submission of supporting documents may disqualify the Bidder.
 - c) All the documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Note: Bidder should submit proof in support of the above-mentioned criteria while submitting the bids and the same is to be submitted as Part of Technical Bid document as per Annexure - I. Bid of Vendor / bidder who do not fulfill the above criteria or who fail to submit proof for the same are liable to be rejected.

6.1 General Criteria

- a. The Net worth of the firm/company should be positive as per latest available audited financials (FY 2024-25).
- b. The conduct of the bank accounts of the entity as well as its promotor/ directors should be satisfactory and should not be in any negative checklist of regulatory bodies.
- c. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all Annexures, Addendum and Corrigendum based on the requirements, specifications, terms and conditions laid down in this RFP. Bidder to submit the letter as per format provided in Annexure of the RFP along with the bid.
- d. The bidder shall not have been debarred / blacklisted by any Indian / Foreign BFSI, Scheduled Commercial Banks, Regulatory Authorities, etc. as on date of the RFP in a related field. Bidder to submit the Self Declaration certificate as per format provided in Annexure of the RFP along with the bid.
- e. It should demonstrate that the products/ services are technologically ready for deployment.
- f. The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy.

Notes:

- The participating bidders are required to submit valid unambiguous documentary evidences, in support of their meeting the above eligibility criteria as mentioned in section 6 of this RFP. The Bidder must comply with all above mentioned criteria. Noncompliance of any of the criteria will entail rejection of the Bid summarily.
- Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever
- All documentary evidence/certificates confirming compliance to eligibility criteria should be part of bid.

7. Broad Scope of Work for Empanelment

7.1 Objective

- To assess the transparency, accountability, efficiency, and effectiveness of social/development projects, ensuring alignment with intended goals, stakeholder needs, legal mandates, and social impact outcomes.

7.2 Social Audit Scope

- A participatory tool used to monitor and evaluate implementation and outcomes from the perspective of the community.
- Compliance Review: Verify adherence to CSR policy guidelines of UBSFT.
- Examine financial records for proper fund utilization and limits and to confirm no diversion whatsoever from the intended purpose.
- Beneficiary Feedback: Capture perceptions, satisfaction, and suggestions of primary stakeholders (beneficiaries, community groups).
- Process Verification: Assess project implementation processes (transparency, resource use, timelines).
- Activity verification: Physically verifying the implementation of planned activities on the ground, matching them with project proposals and reports.
- Stakeholder Engagement: Evaluate involvement of local bodies, NGOs, and stakeholders in planning and execution.
- Grievance Redressal Mechanisms: Review systems for receiving and addressing complaints.

7.3 Impact Assessment Scope

- A data-driven evaluation to measure the changes brought by an intervention in the target population or area.
- Baseline & End line Comparison: Assess change in socio-economic indicators before and after project execution.
- Output, Outcome, and Impact Analysis:
 - Outputs: Tangible deliverables (e.g., PHC built, toilets built, Medical equipment, Ambulance).
 - Outcomes: Medium-term benefits (e.g., increase in literacy rate).
 - Impact: Long-term change (e.g., reduction in poverty or unemployment).
- Sustainability Assessment: Evaluate the likelihood of continued benefits beyond the project life.
- Cost-effectiveness: Analyze whether the outcomes justify the costs incurred.
- Scalability & Replicability: Identify potential for expansion or adaptation in other regions.

7.4 Methodologies for audit

- Field Surveys and FGDs (Focus Group Discussions)
- Key Informant Interviews (KIIs)
- Document Review and MIS Analysis
- GIS Mapping and Photo Documentation
- Logical Framework or Theory of Change models

7.5 Auditor's Reporting and Recommendations

➤ **Comprehensive Audit/ Assessment Report by Auditors:**

- Auditor to focus on compliance to the terms of approval. To ascertain whether the beneficiary has implemented the project as per the report projected while seeking approval of donation. Whether the expenditure projected on the project outlay are in conformity with the prevalent market conditions. Whether any deviations observed at the implementation stage vis-à-vis what was projected while seeking approval of donation. Is there any diversion of the donation amount for purposes other than what was approved for?
- Auditor to Assess impact of the project on the targeted beneficiaries. Whether the end use of donation amount resulted in benefitting the targeted beneficiaries. Whether the gesture of donation resulted in creation of goodwill of the Union Bank Social Foundation amongst the beneficiaries in the area? Auditor also to assess the impact of visibility of the support of the Foundation in extending help to the needy/upliftment of the society, etc. Auditor to ensure adherence to ethical guidelines and principles throughout the Social Audit/Impact study and assessment of CSR activities, including informed consent, confidentiality, and respect for cultural sensitivities.

➤ **Gap Analysis/Actionable insights by Auditors:**

- Auditor to analyze from the Audit perspective, whether any significant gaps observed vis-à-vis the formation and implementation in the scope of the project funded through the donation. Whether the donation amount resulted in the realistic fulfillment of the project, especially from the perspective of what was intended and what was achieved. If any glaring gaps are observed, Auditor's suggestions to improve/overcome the same.

➤ **Auditor's Recommendations for course correction, policy improvement, and future strategy:**

- In case if auditor come across areas where course correction is required so as to make a greater impact of the objectives of the Foundation, the auditor may offer recommendation for the same. Auditor may furnish their views and the strategies to be adopted so as to make a wider impact and effective implementation of the Foundation's Objectives.

The scope of work described above is general, indicative, and not exhaustive i.e., does not necessarily mention all the incidental services required to be carried out for the complete execution of the work. UBI is not obliged to employ all the indicative activities mentioned above. UBI has the discretion to change the scope of activities with the emerging needs of the projects. The activities to be engaged shall be based on UBI discretion which will be communicated to shortlisted agencies before commercial bidding to prepare their financial bidding. Shortlisted

agencies to submit the Financial Bid at the time of presentation. The detailed scope of work for each project/study/assignment will be stipulated while asking for financial budgeting.

There will be no guarantee of work for the agencies empanelled by the UBSFT.

8. Cost of Bidding

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

All costs and expenses [whether in terms of time or material or money] incurred by the Bidder in any way associated with the development, preparation, and submission of responses, including but not limited to presentations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

9. Language of Bid

The language of the bid and any communication with the Bank must be written in English only. Supporting documents provided with the bid 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.

10. Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need.

11. Amendment to Bidding Documents

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

12. Performance Bank Guarantee

- i. Performance Bank Guarantee has to be submitted by the bidder on getting contract after empanelment.
- ii. The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier, for the entire period

of the contract i.e. 3 years and 60 days with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India.

- iii. In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder should be included in the remaining amount of the contract value.
- iv. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- v. If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited.

13. Authorization to Bid

- The RFP / bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.
- All pages of the bid shall be initiated by the person or person signing the bid.
- Bid form shall be signed in full & official seal affixed.
- Any inter-lineation, erasure or overwriting shall be valid only if they are initialized by the person or person signing the Bid.
- All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Bid commitment may be included with power of attorney or Letter of Authorization and should be submitted in general format.
- All certificates and documents (including any clarifications sought and any subsequent correspondences) received in response to the RFP herein, shall be signed by the authorized representative of the bidder only.
- Any change in the authorized signatory shall be intimated to the Bank in advance.

14. Empanelment Period:

The empanelment will be valid for a period 3 years from the date of acceptance of empanelment order. Irrespective of the period, the empanelment will deem to be operative until close of assigned projects,

and hence agencies should ensure the completion of the work in hand or till the extended period as per the project terms and conditions.

The review of empanelled agencies may be conducted at an interval decided by the Bank, and the Bank may revisit any of the condition of this empanelment during review. The Review process may be limited to the existing panel of agencies and/or if considered necessary, Bank may adopt open RFP/Tender process to empanel New Vendor(s). The Bank at its discretion may terminate any of the agencies from its panel based on the review. Bank shall also have the right to cancel this panel of agencies at any time during the empanelment period.

15. Instructions for the Bidders

15.1 Consortium and Joint Ventures:

Consortium, Joint venture, Subletting, Sub-contracting, and Outsourcing shall not be allowed under this RFP.

15.2 Completeness of Response

- The agencies are requested to study all instructions, forms, terms, requirements, and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with a full understanding of its implications.
- The response to this RFP should be complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the agency's risk and may result in the rejection of its proposal
- Tenders will be received up to 15.00 hrs on 14/10/2025. Tender will not be received by E-mail, Post or Courier services. Bidders are advised to drop the tender in the Tender Box kept on Reception of Union Bank Bhavan, 239, Union Bank Bhawan, Vidhan Bhawan Marg, Nariman Point Mumbai 400021 well within the schedule date and time.

15.3 Prebid Meeting

- For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank will hold a pre- bid meeting on the date & time as indicated in the RFP document. It may be noted that no query of any bidder shall be entertained / received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site. Only authorized representative of bidder (maximum two) will be allowed to attend the Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization through the emails mentioned in this RFP along with details including name, organization, designation, Mobile number, etc. with subject as "RFP for empanelment of agencies to conduct social audit/ impact study & assessment of CSR activities implemented/ funded by the bank through union bank social foundation trust (UBSFT) for the period of 3 years".
- Union Bank of India shall hold a pre-bid meeting with the prospective bidders at Union Bank of India, Union Bank Bhavan, 1st Floor, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021 or a virtual meeting through Microsoft Teams app (URL for joining the online Pre-bid meeting will be sent separately).

- Non - attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.
- Any modification of the RFP, which may become necessary as a result of the Pre- bid Meeting, shall be made public by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.unionbankofindia.co.in as corrigendum to the RFP as well as on www.eprocure.gov.in

15.3 TECHNICAL BIDDING

- The Technical Bid should be complete in all respects and contain all information asked for in this document. It should not contain any financial information.
- The tenders which are not accompanied by tender fees will be rejected.
- The Technical Bid shall be submitted in physical form at the designated address of Union Bank of India, enclosed within a properly sealed envelope.
- The main outer cover shall contain two individually sealed envelopes and shall be prominently labelled as "Response to RFP for Empanelment of Agencies for Social Impact Study and Assessment of CSR Activities of Union Bank Social Foundation Trust.
- Envelope 1—Technical Bid: This sealed envelope shall be clearly marked as "Tender Fees." The bidder is required to affix the official company stamp on the reverse side of Demand Draft enclosed therein.
- Envelope 2—Technical Bid: This sealed envelope shall be distinctly marked as "Technical Bid.
- The Technical Bid shall be duly bound in an appropriate manner. Submission of loose or unbound documents shall not be entertained. The title of the work and the tender reference shall be clearly indicated on the sealed envelope. The tenders which are not accompanied by tender fees will be rejected.
- Bid document shall be duly signed and stamped by the competent authority
- Any bid document not conforming to any one of the above terms will be rejected.
- The following documents are to be submitted in original-

Form tech-1: Letter of proposal submission

Form tech -2: Organizations detail

Form tech -3: Consultant's / agency experience

Form tech-4: Past experience of the agency in conducting impact assessment of the CSR activities

Form tech-5: Past experience of the agency in conducting impact assessment in govt. organization/PSU or their subsidiaries or any other top organization

Form tech -6: Number of impact assessment conducted by the agency

Form tech -7: Area of operation of the agency: presence in a number of states, states where the organization has outreach in respect of studies conducted/ projects implemented/ monitored in the development/ social sector.

Form tech -8: Agency expertise (manpower)

Form tech -9: Work schedule of impact assessment

Annexure II: Self-Declaration of Non-Discrimination

Annexure III: Not penalized or Found Guilty in any Court of Law

Annexure IV: Details of empanelment with government / semi-government/ autonomous bodies/ multilateral organizations for impact assessment

Annexure V: Compliance to RFP Terms & Conditions

Annexure VI: Confidentiality / Non-Disclosure Agreement
 Annexure VII: Pre-Contract Integrity Pact
 Annexure VIII: Bid Query Format
 Annexure IX: MSME waiver certificate
 Annexure X: Labour law Compliance certificate

15.4 Evaluation Process:

Union Bank of India will constitute a proposal evaluation committee comprising of the Bank's officials to evaluate the responses of the bidders. The proposal evaluation committee constituted by Union Bank of India shall evaluate the responses to the RFP and all supporting documents / documentary evidence. The decision of the proposal evaluation committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the committee. The proposal evaluation committee reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per eligibility criteria and requirements specified in this RFP.

Agencies must submit proof of all the credentials as required for evaluation of eligibility criteria. Claims of the agency/agencies without verifiable facts won't be considered as credentials towards satisfying eligibility criteria. UBI may seek specific clarifications from any or all the agencies at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective parameters would be treated as non-compliant, and the decision to qualify the bidder shall be accordingly taken by UBI.

Bidders would be informed of their qualification/disqualification based on the eligibility check. Agencies meeting the eligibility criteria would be shortlisted for technical evaluation.

Technical Evaluation

- All the eligible bidders shall undergo "Technical Evaluation". Technical Evaluation consists of 2 parts-
 - a) Scoring Pattern (as given in point 12.13): - 80 marks
 - b) Pitch Presentation: - 20 marks
- Evaluation of the technical bids will be done to ensure that the bidders fulfil the selection criteria as per detailed terms and conditions specified in the tender documents.
- Technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid documents to arrive at the qualifying marks.
- **Scoring pattern [part of technical evaluation]-** Proposals received for empanelment will be evaluated on the parameters as below-

#	Criteria	Parameter	Assigned Marks	Maximum Marks
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1	Average turnover for the last 3 financial years 2022-23 & 2023-24 and 2024-25.	50 lakhs - 1 cr.	4	10
		1cr - 2cr.	7	
		Above 2 Cr	10	
2	The Agency should be operating in the field of development sector and have experience in carrying out social impact study & assessment of CSR activities.	3 - 6 years	10	15
		7 - 10 years	12	
		10 + years	15	
3	Total permanent staff strength	20 - 30	5	10
		31 - 50	7	
		50+ staff	10	
4	The agency must have completed assignments of social impact study & assessment of CSR activities Studies in Govt.Organization/PSU/PSB or their subsidiaries.	1-2	10	20
		3-4	15	
		5 & above	20	
5	Agency having offices in number of States	1 States	3	5
		2 States	4	
		3 States	5	
7	Team Qualifications: No of PGs/PhDs in social Work / Development Studies / Economics / Rural Management / Public Policy / Sociology/ Statistics	1 Person	5	10
		2 Persons	8	
		3+ Persons	10	
8	Should have executed project cost greater than 50 lakhs.	Project cost up to 50 lakhs	5	10 ²
		Project cost 50 lakhs to 1 cr	8	3
		Project cost 1cr and above	10	4
TOTAL		80		

➤ **Pitch presentations [part of technical evaluation]**

- All the eligible agencies, will participate in the Pitch Process. The presentation will be of maximum 15

minutes.

- **The date and time of the presentation will be intimated to the eligible bidders separately.**
- Agencies would be scored for the presentation on several parameters forming part of a pitch evaluation scorecard.
- **Pitch Evaluation Scorecard**

S.No	Evaluation Parameter	Criteria/Details	Maximum Marks
1	Experience and case studies	Relevant past projects, especially with PSUs or Govt bodies	5
2	Innovation & Use of technology, Methodology & Tools Proposed	Use of digital tools, dashboards, mobile data collection, etc. Use of surveys, FGDs, baseline/end-line studies, KPIs, logic models	10
3	Compliance, Ethics & Reports	Data privacy, consent, reporting structure and ethical research practices	5
TOTAL			20

Finalizing the agency

- Marks (out of 100) scored in the Scoring pattern and Pitch presentation will be considered as the technical score of the agency.
- Maximum Eight (8) agencies shall be selected for empanelment.
- Minimum score for a bidder to be empaneled is 80% score in technical evaluation. In case, less than 8 bidders get 80% marks, Bank may reduce minimum qualifying marks to 75% and further to 70% to get minimum 8 qualified bidders for empanelment.
- In case, 8 bidders do not qualify then bank may proceed further with remaining bidders having got 70% and above score in the Technical Evaluation.
- In case of a tie in technical Score (Scoring pattern and Pitch presentation), the bidder with the higher score in Scoring pattern will be selected.
- The bidding agency should be offering the services mentioned in “Scope of Work”. If required, the bidding agency may sub contract / delegate part of the services mentioned in “Scope of Work” with prior approval of the bank.

Note: The empanelment of the agency will be valid for 3 years from the date of empanelment and there will be no guarantee of work for the agencies empaneled by the Union Bank of India

16. RFP Fee

- Bidder is required to pay tender fee of Rs.2000/- in the form of Demand Draft in favour of Union Bank of India, payable at Mumbai from any of the nationalized/ scheduled commercial

bank. (Non- Refundable).

- ii. RFP document can be downloaded from Bank's website www.unionbankofindia.co.in or from /Government tender portal www.eprocure.gov.in.
- iii. All costs and expenses [whether in terms of time or material or money] incurred by the Recipient/Bidder in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

17. Exemption of RFP Fee

- a. Micro & Small Enterprises (MSE) units and Start-ups* (having valid certificates/registration number/ license) are exempted from payment of RFP fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.
- b. Bidder should submit Annexure **IX** along with supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note: NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

18. Bid / Offer

- a. The Bid / Offer should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- b. Bidders are expected to examine all terms and instructions included in the RFP. Failure to provide any requested information in this RFP will be at bidder's own risk and may result in the rejection of the proposal.
- c. The Bank may, at its discretion, extend this deadline for submission of bids by amending the RFP Document.
- d. RFP signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this RFP document shall be short-listed for Empanelment.
- e. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders.
- f. All the annexures should be submitted in letter head of bidder duly signed with seal of the company. (All these documents are to be filed in one file). Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the vendor are also to be uploaded separately.
- g. Signed & Sealed copy of all the pages in RFP to be submitted in the technical bid.

- h. The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- i. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- j. 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.
- k. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time.
- l. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (www.unionbankofindia.co.in), Govt. Tender Site (www.eprocure.gov.in) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids. No post bid clarification of the bidder shall be entertained.

19. RFP Clarifications

- a. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to vinodmathur@unionbankofindia.bank procurement@unionbankofindia.bank with subject "Request for Proposal (RFP) For Empanelment of Agencies to Conduct Social Impact study & Assessment of CSR activities implemented/ funded by the Bank through Union Bank Social Foundation Trust (UBSFT) ." as per the date given in the schedule of events of this RFP document.
- b. The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank as per Annexure VIII. 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.
- c. Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank's website www.unionbankofindia.co.in and Eprocure Portal.

20. Rejection of Bid

The Bidder liable to be rejected if:

- a. The document does not bear signature of authorized person in each page and duly stamped.
- b. It is received through Fax/E-mail.

- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
- e. It is evasive or contains incorrect information.
- f. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- g. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- h. Bids not dropped in tender box
- i. Non-submission of Cost of RFP.
- j. All the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

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.

21. Other Terms and Conditions of RFP

- Responses to this RFP should not be construed as an obligation on the part of the Bank to empanel the vendor or award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the selected vendor agrees to promptly contract with the Bank for any work awarded. Failure on the part of the selected vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly agreed to in writing to the Bank and accepted by the Bank in writing.
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be

provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- All terms and conditions, payments schedules (if any), time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All responses to be submitted as per Bid query format in Annexure VIII. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document. The bidder, who posed the question, will remain anonymous.
- Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. This shall be binding on all bidders, and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- The Bank shall be under no obligation to accept any offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.
- The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

- **Price Discussion – No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from Empanelled agencies.**
- If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject technical bid.
- The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

22. Modifications and Withdrawals of Bids

22.1 The bidder may modify its bid's submission anytime by logging in to the website www.eprocure.gov.in and uploading the documents again till last date and time of bid submission

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

22.3 No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, default bidder will be suspended from participating in future tenders of bank.

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

23. RFP Response

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

the submission or Banking documents.

Bid properly documented should be uploaded on e-Procurement site www.eprocure.gov.in within stipulated date & time mentioned in the RFP.

24. Patent Rights

24.1 The bidder shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

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

24.3 The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

24.4 The Bidder shall grant to the bank a fully paid-up, irrevocable, non-exclusive ownership of the audit reports provided by the Bidder under this RFP. Bank shall have the right to use the same at its discretion without the requirement of any prior consent with the Bidder.

25. Service Level Agreement

The successful Empaneled agency in the present RFP process shall be required to execute a Service Level agreement (SLA), as the case may be, which would include all the terms and conditions of delivery of services as detailed herein and any other conditions as may be prescribed by the Bank, valid for a period not less than the empanelment period that is 3 years. Execution of the the aforementioned documents by the authorized signatory of the successful selected empanel agency complied with 15 days from the date of acceptance of letter of appointment, at their cost and expenditure.

26. Payment Terms

- a. No advance payment will be released against purchase order.
- b. Payment shall be released on submission of necessary proof and documents like original Invoices.
- c. TDS on payments will be deducted as applicable.
- d. All the payments will be made to vendor electronically in Indian Rupees only.
- e. Bank will pay invoices within 30 days from the date of receipt of physical invoice by the Bank,

except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.

- f. vendor has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- g. Prices payable to the vendor as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period
- h. Union Bank of India will make payment of the fee on monthly basis and also taxes as applicable. Any third-party cost incurred by the agency to carry out the above assignment would be reimbursed to the agency, subject to the cost was incurred with prior approval from Union Bank of India. Bank reserves the right to withhold the payment and levy penalty/liquidate damages in case of unsatisfactory/delay performance or breach of terms of RFP.

27 .Confidentiality

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information as per Bank's IT/Information Security / Cyber Security Policy. The bidder has also to agree:

- 27.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK.
- 27.2 To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original.
- 27.3 To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 27.4 To treat all Information as Confidential Information.
- 27.5 The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure VI within thirty days of issuing the purchase order/letter of intent.

28. Indemnity & Limitation of Liability

- 28.1 Subject to Clause 28.5 below, the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- 28.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will

defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

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

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

- i. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense.
- iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided herein, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. All settlements of claims subject to indemnification under this Clause will:
 - be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
- vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

ix. if a Party makes a claim under the indemnity set out under Clause 26.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

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

28.6 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 26.1) even if it has been advised of their possible existence.

28.7 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Vendor or any acts of commission / omission on the part of employees, agents, representatives, or sub-contractors of Vendor. The Vendor agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider/Vendor.

28.8 The Vendor further undertakes to promptly notify the Bank in writing of any breach of obligation of the Agreement by its employees or representatives including Confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

28.9 The Vendor shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Vendor, deliberate or otherwise.

28.10 The Vendor shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the Bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by the Vendor or its agents or its employees on account of engaging the services from the Vendor.

29. Intellectual Property Rights

29.1 Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever. The Bidder claims and represents that it has obtained appropriate rights to provide/use the Deliverables and Services upon the terms and conditions contained in this RFP. In the event that the Deliverables become the subject of claim of violation or

infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; or [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. The bidder acknowledges that business logics, work flows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of the bidder.

- 29.2 The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
- 29.3 If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, to obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- 29.4 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

30 Minimum Wages

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

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

31 Non-Transferable Offer

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

32 Responsibility for Completeness

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

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

33 Audit

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

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

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

Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank.

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/RBIs 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 empaneled vendor.

34 Force Majeure

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

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

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

35 Termination of Empanelment

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

- a).The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:
 - I. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - II. The Successful bidder goes into insolvency/liquidation voluntarily or otherwise
 - III. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- If not signed within 30 days from date of offer by Bank. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.
- Selected bidder is found to be indulging in frauds.

b). Bank shall serve the notice of termination to the empaneled vendor at least 30 days prior of its intention to terminate services.

- The empaneled vendor commits a material breach of any of the terms and conditions of the bid.
- The empaneled vendor goes into insolvency and/or liquidation voluntarily or otherwise. In such case, the source code and other developments in software, etc. will become proprietary of the Bank.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The progress regarding the execution of the order accepted by the empaneled vendor is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the empaneled vendor is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- Non-satisfactory performance of the empaneled vendor during implementation and operation.
- An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 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 empaneled vendor.
- Successful bidder is found to be indulged in frauds.
- The bank suffers a reputation loss on account of any activity of empaneled vendor or penalty is levied by regulatory authority.
- In the event of sub-contract or assignment contrary to the terms of agreement.

36 Jurisdiction

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

37 Limitation on Promotion

Bidder shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without prior written consent of the Bank.

38 Governing Law and Disputes

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able

to solve them amicably, party (Union Bank or Bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996. Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

39 Resolution of Disputes

All disputes and differences of any kind, whatsoever, between the Bidder and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the Contract, shall be settled amicably by both Bank and bidder. If after thirty days from the commencement of such informal negotiations, Bank and bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

40 Tender / RFP Cancellation

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

41 Conflict of Interest

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

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

42 Proposal Ownership

The proposal and all supporting documentation submitted by bidders shall become the property of

Union Bank unless the bank agrees to bidder's specific requests, in writing, that the proposal and documentation be returned or destroyed.

43 Taxes & Duties

Bidder will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits etc., in connection with delivery of Hardware and Software at site including incidental services, transportation, installation and commissioning. Payment of GST and other applicable taxes if any, will be made at actual, on production of suitable evidence of payment by bidder.

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

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

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 bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

44 Normalization of Bids

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

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

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

45 Data Privacy Compliance

Ensuring strict compliance with all relevant data privacy and security/laws/rules/regulations including Digital Personal data Protection act 2023 complaint in all data handling and reporting.

46 Preference to Make in India

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFP and allotment will be done in terms of said Order.

47 Restriction on Procurement due to National Security

Guidelines of Government of India F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security will be applicable for this RFP and evaluation of bids will be done accordingly.

48 Submission of Bids

The bidders have to submit bid through physical mode and Integrity Pact to be submitted physically before bid close date

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this RFP document. Submission of hard copy at below address.

The General Manager,
Procurement Department,

Union Bank of India
239, Vidhan Bhavan Marg, Union
Bank Bhavan, 4th Floor, Nariman
Point, Mumbai –400021

FORM TECH-1: LETTER OF PROPOSAL SUBMISSION

(To be printed on your company's letterhead)

{Location, Date}

To,
General Manager
Union Bank of India
Procurement Department
4th Floor, Near Vidhan Bhawan
Nariman Point, Mumbai.
Maharashtra. Pin – 400021

Dear Sir,

We, the undersigned, offer to provide the Consultancy assignment/job for Empanelment of Agencies to Conduct Social Impact study & Assessment of CSR activities implemented/ funded by the Bank through Union Bank Social Foundation Trust (UBSFT) executed by UBSFT in accordance with your Request for Proposal No..... Dated....., We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope.

1. We are submitting our proposal in association with (insert a list with the full name and address of each associated consultant).
2. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. We hereby undertake that, our organization has not been working as a Project Implementing Agency/ Monitoring, Evaluation, and Learning agency in the State/ District for any Projects under the UBSFT.
4. We further undertake that our agency has its own establishment containing sufficient logistics and infrastructure.
5. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature

Name and Title of Signatory [In full and initials]:

Name of Firm:

Address:

FORM TECH-2: ORGANIZATIONS DETAIL

(Provide here a brief description of the background of your organization, the brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm, etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members, etc shall be provided)

Name of the Firm/NGO	
Address	
Website	
Name of Contact Person	
Address of Contact Person	
Telephone/Mob: No	
Email id	
Date/Year and place of inception of firm	
Objective of the firm	
Whether a consortium formed by a consultant	
Details of Member Consortium	
Name of lead members of the consortium	
Understanding of the concept of Impact Assessment	

FORM TECH-3: CONSULTANT'S / AGENCY EXPERIENCE

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of a consortium or joint venture, was legally contracted as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of a consortium, association of consultants, the consultant must furnish the following information for each of the consortium members separately].

Experience: You need to prepare **experience** in the given format. Please provide documentary evidence from the client i.e., a copy of the work order, and contract for each of the abovementioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Format: Please prepare for a minimum of 3 to 4 experiences related to Impact Assessment in the given format.

Name of the Firm	
Assignment job name	
Description of Project	
Name of Contact Person	
Approx. value of the contract (in Rupees):	
Location within the country:	
Duration of Assignment/job months)	
Name of Employer:	
Objective of the firm	
Address:	
Total No of staff-months of the Assignment/job:	

Approx. value of the Assignment/ job provided by your firm under the contract (in Rupees):	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants, if any:	
No. of professional staff-months provided by associated consultants	
Name of the Senior staff of your firm involved	
Description of actual Assignment/ job provided by your staff within the Assignment/job:	
Brief about Stakeholder Involvement	

**FORM TECH-4: PAST EXPERIENCE OF THE AGENCY IN CONDUCTING SOCIAL IMPACT
STUDY & ASSESSMENT OF CSR ACTIVITIES**

S. No.	Name and address of the client with Contact numbers	Type of Organiz ation	Location of the Work	Value of work executed (in Rs.)	Date of award of contract	Period of Contract		Description of the project Details of feedback / appreciation letters (attach proof)
	1. Government/ Semi Government /Autonomous/ Multilateral/PS B/PSUs 2. Private					From	To	

Total Number of Organisations:

Total Number of Experience in Conducting Impact/Need Assessment:

Please enclose the copies of the work order/agreement / completion certificate related to impact Assessment from the client (employer) for each of the work.

FORM TECH-5: PAST EXPERIENCE OF THE AGENCY IN CONDUCTING IMPACT ASSESSMENT IN GOVT. ORGANIZATION/PSU OR THEIR SUBSIDIARIES OR ANY OTHER TOP ORGANIZATION

Particulars in respect of studies relevant to development sector carried out for govt/ semi govt/ autonomous bodies/multilateral in the previous years

S. No.	Name and address of the client with Contact numbers	Type of Organization	Location of the Work	Value of work executed (in Rs.)	Date of award of contract	Period of Contract		Details of feedback / appreciation letters (attach proof)
	1. Government/ Semi Government /Autonomous /Multilateral/PSB/PSUs 2. Private					From	To	

Total Number of Organisations:

Total Number of Experience in Conducting Impact Assessment with govt. organization/psu or their subsidiaries or any other top organization:

Please enclose the copies of the work order/agreement/completion certificate from the client (employer) for each of the work.

**FORM TECH-6: NUMBER OF SOCIAL IMPACT & ASSESSMENT ANALYSIS CONDUCTED
BY THE AGENCY**

S. No.	Name and address of the client with contact number s	Type of Organization	Value of work Executed (in Rs.)	Date of award of contract	Period of Contract		Details of feedback / appreciati on letters (attach proof)
	From				To		
	1. Governm ent/Semi Government /Autonomous Multilateral/P SB/PSUs 2. Private						
	Total Number of Impact Assessment =						

Please enclose the copies of the work order/agreement/completion certificate from the client (employer) for each of the work.

FORM TECH-7: AREA OF OPERATION OF THE AGENCY: PRESENCE IN A NUMBER OF STATES, STATES WHERE THE ORGANIZATION HAS OUTREACH IN RESPECT OF STUDIES CONDUCTED/ PROJECTS IMPLEMENTED/ MONITORED IN THE DEVELOPMENT/ SOCIAL SECTOR.

S. No.	Name of the State/UT	Number of studies conducted/projects implemented/monitored

Note: States where the organization has presence/outreach in respect of studies conducted/ projects implemented/monitored in the previous years

FORM TECH-8: AGENCY EXPERTISE (MANPOWER)

Professional Staff (you may annex a separate page if required along with the filled format)

A. Qualification of Employee (Team Lead Assigned to the Project)

Sr. No	Name of Key Expert/support staff	Name of Firm	Qualification of the employee	No. of years of experience in conducting Impact Assessment	Area of expertise	Position/Task assigned for this job

B. Past Experience of Employee (Team Members)

Average experience of all members assigned to the project will be considered for evaluation and marking

Sr. No	Name of Key Expert/support staff	Name of Firm	Qualification of the employee	No. of years of experience in conducting Impact Assessment	Area of expertise	Position/Task assigned for this job

FORM TECH-9: WORK SCHEDULE OF SOCIAL IMPACT STUDY & ASSESSMENT OF CSR ACTIVITIES

Sr. No.	Activity	Timelines*
1	Date of Awarding of Project	
2	Finalize methodology/plan	
3	List of samples to be tested in each location	
4	Complete instrument design for assessment	
5	Field level data collection	
6	Analysis report	
7	Final Report from agency, any suggestions come from the management will be shared	
8	Presentation of Findings on the Assessment and access to data sets for Board Level Presentation having 7-10 slides	
9	Success Story/Case Study of 5-8 pages including 1-2 beneficiary story	

Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft, and final reports), and other benchmarks such as Employer approvals. For phased Assignments/jobs indicate activities, delivery of reports, and benchmarks separately for each phase. (Ideal timeline for conducting impact assessment is 1 to 2 months)

ANNEXURE II

Date _____

Self-Declaration of Non-Discrimination TO WHOMSOEVER IT MAY CONCERN

We, _____, hereby declare that we do not discriminate based on race, colour, religion, sex, national origin, age, sexual orientation, gender identity, disability, genetic information, citizenship, veteran status, marital status, or any other basis prohibited by law.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address:

ANNEXURE –III

Not penalized or Found Guilty in any Court of Law
(On letterhead of the Agency duly stamped and signed)

Date: _____

DECLARATION-CUM-CERTIFICATE TO WHOMSOEVER IT MAY CONCERN

This is to certify that neither our agency nor the employee of the agency has/have been censured/blacklisted/banned/barred/disqualified /prohibited by Govt. of India or State Government or any Bank / RBI/ IBA / SEBI/ any regulatory authority or any court of law including NCLT/ NCLAT or any quasi-judicial authority or any other statutory authority. Further, this is to certify that _____ does not have any legal, civil, criminal, taxation and other cases pending against our Agency or against the employees of the Agency that may have any impact affecting or compromising the delivery of services required for Union Bank of India.

Authorized Signature:

Name and Title of Signatory:

Name of Firm and Address:

ANNEXURE –IV

DETAILS OF EMPANELMENT WITH PSB/PSU/GOVERNMENT / SEMI-GOVERNMENT/ AUTONOMOUS BODIES/ MULTILATERAL ORGANIZATIONS FOR IMPACT ASSESSMENT

S. No.	Name and address of institution with contact No	Category / Type of work for which engaged	Date of Empanelment	Validity of Empanelment

Authorized Signature:

Name and Title of Signatory:

Name of Firm and Address:

ANNEXURE –V Compliance to RFP Terms & Conditions

S. No.	Clause Details	Bidder's Compliance (Yes/No)
1	Introduction	
2	Objectives of the RFP	
3	Definitions & Abbreviations	
4	Integrity Pact	
5	Invitation to Tender Bids/RFP	
6	Eligibility Criteria	
7	Broad scope Of Work for Empanelment	
8	Cost of Bidding	
9	Language of Bid	
10	Period of validity of Bids	
11	Amendment of Bidding Documents	
12	Performance Bank Guarantee	
13	Authorization of Bid	
14	Empanelment period	
15	Instructions for the Agencies	
16	RFP Fee	
17	Exemption of RFP Fee	
18	Bid/Offer	
19	RFP Clarifications	
20	Rejection of Bid	
21	Other Terms and Conditions of RFP	
22	Modification and/or withdrawal of Bid	
23	RFP Response	
24	Patent Rights Price Validity	
25	Service Level Agreement	
26	Payment Terms	
27	Confidentiality	
28	Indemnity & Limitation of Liability	
29	Intellectual Property Rights	

30	Minimum Wages	
31	Non-Transferable Offer	
32	Responsibility for completeness	
33	Audit	
34	Force Majeure	
35	Termination of Empanelment	
36	Jurisdictions	
37	Limitation on Promotion	
38	Governing Law and Dispute	
39	Resolution of Disputes	
40	Tender/RFP Cancellation	
41	Conflict of Interest	
42	Proposal Ownership	
43	Taxes & Duties	
44	Normalization of Bids	
45	Data Privacy Compliance	
46	Preference to Make in India	
47	Restriction on procurement due to National Security	
48	Submission of bids	

(Authorized Signatory)

Place:

Name:

Date

Designation:

Business Address & email.id

ANNEXURE VI - Confidentiality / Non Disclosure Agreement

This--CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this ____day of 2025, and shall be deemed to have become in full force and effect from (the "Effective Date").

BY and between M/s. _____ a company incorporated under the provisions of the Companies Act, in force in India, having its registered office at _____

(hereinafter referred to as " " or "Vendor" which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

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

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

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

WHEREAS: -

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

NOW THIS AGREEMENT WITNESS:

1. Interpretation

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the

Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

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

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

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

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

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

3. Return or destruction:

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

4. Permitted disclosure:

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

5. Ownership of Information:

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

6. No Representation:

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

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to

any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

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

9. Severability

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

10. Delay or Waiver

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

11. Notices

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

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 6 months beyond contract period. 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. No Assignment

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

15. 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.

16. 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.

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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.

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This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 6 months beyond contract period. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

19. 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.

20. Indemnity

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

21. Modification

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

22. 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.

23. Set off

Without prejudice to other rights and remedies available to the bank, bank shall be entitled to set off or adjust any amounts due to the bank from vendor against any payments due and payable by bank for the services rendered.

24. Review of Contract and performance

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

25. Proprietary Rights:

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The vendor hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by vendor belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information.

The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the vendor from unauthorized disclosure, modification or access. The bank's decision will be final.

The vendor will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed/deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of vendor and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their action/inaction.

There shall be no employer employee relationship whatsoever between the bank and the vendor /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank.

In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the

said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

26. 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 WHERE OF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS DAY OF 2025

Signed and delivered by

M/s

Signed by:
Name

Title
in the presence of

.....

Signed and delivered by

Union Bank of India

Signed by:
Name

Title
in the presence of

.....

ANNEXURE VII: Pre Contract Integrity Pact (To be Stamped as an Agreement)

INTEGRITY PACT

Between

Union Bank of India having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, India -400 021 hereinafter referred to as "The Principal," and _____ hereinafter referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award contract/s for _____, under laid down organizational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- 2) No employee of the Principal, personally or through family members, shall in connection with the tender for, 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.
- 3) The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- 4) The Principal shall exclude from the process all known persons having conflict of interest.
- 5) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 6) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following

principles during participation in the tender process and the contract execution.

- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
- b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). 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 tender process.
- c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
- e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- 7) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Union of India.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent

to Earnest Money Deposit/ Bid Security.

- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal

and recuse themselves from that case.

5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.

6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

1) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

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 Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

3) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

4) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

5) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.

7) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

8) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)

(For and on behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place Date

Witness 1: —

Witness 1: —

(Name & Address

(Name & Address

ANNEXURE VIII – Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

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

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

Place:

Date:

Signature:

Name & Designation:

Business Address:

ANNEXURE IX– Certificate for MSME waiver

(In Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office at

_____. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

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

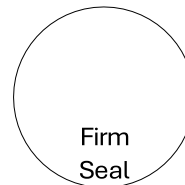
Chartered Accountant Firm Name

Signature

Name

Reg. No

UID No



ANNEXURE-X Undertaking for Labour Law Compliance

(To be submitted on Bidder's Letterhead)

To
**The Assistant General Manager,
Union Bank of India,
Procurement Dept, Central Office, 4th
Floor, Union Bank Bhavan,
239 Vidhan Bhavan Marg, Nariman
Point, Mumbai-400021.**

Sir

**Reg.: RFP/Tenders for Empanelment of agencies for Social Impact study & Assessment of
CSR activities**

We, M/s_____undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

Signature of Authorized Signatory

Name of Signatory:

Seal of Company:

Date: _____

Place: _____