

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Financial Services
संगठन का नाम/Organisation Name	Union Bank Of India (ubi)
कार्यालय का नाम/Office Name	Central Office Dept Of Information Technology
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - Management Consultants, AS PER RFP Appointment of consultant for carrying out the Evaluation of the Board of the Bank; AS PER RFP Appointment of consultant for carrying out the Evaluation of the B..
अनुबंध अवधि /Contract Period	2 Month(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	100000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

GENERAL MANAGER

Union Bank of India, Procurement Department 1st floor 239 Union Bank Bhawan, Vidhan Bhawan Marg, Nariman Point Mumbai 400021

(Gm Procurement)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:[1770786767.pdf](#)

Profile of Consultants:[1770786780.pdf](#)

Pre-qualifications Criteria:[1770786784.pdf](#)

Payment Terms:[1770786790.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
100	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):75:25

Presentation Venue:ONLINE

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
---	------------------------------

19-02-2026 11:00:00

ONLINE

Hiring Of Consultants - Milestone/Deliverable Based - Management Consultants, AS PER RFP Appointment Of Consultant For Carrying Out The Evaluation Of The Board Of The Bank; AS PER RFP Appointment Of Consultant For Carrying Out The Evaluation Of The B.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Management Consultants , AS PER RFP Appointment of consultant for carrying out the Evaluation of the Board of the Bank
Consultant's Profile	AS PER RFP Appointment of consultant for carrying out the Evaluation of the Board of the Bank
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ajeet Kumar	400024,Procurement Department, 239, Union Bank Bhavan, 12Th Floor, Vidhan Bhavan Marg, Nariman Point, MUMBAI, 400024	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws,

including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



बैंक के बोर्ड का मूल्यांकन करने के लिए सलाहकार की नियुक्ति के लिए
प्रस्ताव हेतु अनुरोध (आरएफपी)

REQUEST FOR PROPOSAL (RFP)
For
Appointment of consultant for carrying out the
Evaluation of the Board of the Bank.

Union Bank of India, Procurement Department
1st floor, 239, Union Bank Bhawan, Vidhan Bhawan Marg,
Nariman Point, Mumbai - 400021
Contact:02245653726 Email:Procurement@unionbankofindia.bank.in

अस्वीकरण DISCLAIMER

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

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

दाताओं के लिए सामान्य निर्देश (GENERAL INSTRUCTIONS TO BIDDERS)

The RFP Document can be downloaded from Government e-Marketplace (GeM) portal <https://www.gem.gov.in> and notification for the RFP can be downloaded from Bank's Website <http://www.unionbankofindia.co.in>.

The Bids should be submitted by the Bidders online through Government e-Marketplace (GeM) portal <https://www.gem.gov.in>.

Any bids dropped in tender box or submitted in physical hard copy format or received through fax/e-mail/physical mail or any means other than the GeM portal **will not be received or opened and shall be summarily rejected.**

NOTE: Submission of any bid document through offline mode will not be accepted and bids should be submitted on or before last date & time of bid submission in GeM portal. Bidder has to upload scanned copy / proof of DD/BG along with bid and has to ensure delivery of hardcopy (EMD documents) to the Buyer within 5 days of Bid End date / Bid Opening date.

संक्षिप्ताक्षर Abbreviations

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

संक्षिप्ताक्षर Abbreviations	विवरण Description
AMC	Annual Maintenance Contract
Bank/UBI/Union Bank	Union Bank of India
BG	Bank Guarantee
KYE	Know Your Employee
NDA	Non-Disclosure Agreement
NPCI	National Payments Corporation of India
PBG	Performance Bank Guarantee
PSB	Public Sector Bank
PSU	Public Sector Undertaking
RBI	Reserve Bank of India
RFP	Request for Proposal
SLA	Service Level Agreement

बोली का विवरण Bid Details:

S N	Particulars	Remarks
1.	आरएफपी/दस्तावेज डाउनलोड जारी करने की प्रारंभ तिथि और समय Start Date & Time of issue of RFP/ Document Download	As per GeM Bid Document
2.	बोली-पूर्व बैठक Online Pre-bid meeting	As per GeM Bid Document-Those who wish to join Pre-bid meeting can e-mail at procurement@unionbankofindia.bank.in before last date and time for submission of query.
3.	प्रश्न प्रस्तुत करने की अंतिम तिथि और समय Last date and time for submission of query	18.02.2026 at 17:00 Hours (All communication regarding points/queries requiring clarifications shall be sought by e-mail to procurement@unionbankofindia.bank.in)
4.	बोली दस्तावेज जमा करने की अंतिम तिथि और समय Last date and time for submission of Bidding Document	As per GeM Bid Document
5.	तकनीकी बोली खोलने की तिथि और समय Date and Time of Technical Bid Opening	As per GeM Bid Document
6.	सफल तकनीकी बोलियों के साथ शॉर्टलिस्ट किए गए पात्र बोलीदाताओं द्वारा प्रस्तुति Presentation by shortlisted eligible Bidders with successful technical bids	Eligible shortlisted Bidders will be invited online for a presentation on the Technical Bid submission. The eligible shortlisted Bidders would be communicated the exact date of presentation through e-mail and they should remain prepared for a presentation within a short notice.
7.	ऑनलाइन माध्यम से आरएफपी खोलने का स्थान Place for Opening of RFP through Online	Union Bank of India, Procurement Department, 1st floor, 239, Union Bank Bhawan, Vidhan Bhawan Marg, Nariman Point, Mumbai - 400021
8.	प्रतिभूति जमा/ बयाना जमा धन राशि Security Deposit/Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One lakh only) in the form of DD favoring Union Bank of India, payable at Mumbai or Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India. EMD should be valid for 6 months from the last date of bid submission with a claim period of 45 days. Bidder has to upload scanned copy / proof of the DD/BG along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
9.	बैंक गारंटी कार्य निष्पादन Performance Bank Guarantee	The successful bidders should provide a Performance Bank Guarantee for 5% of TCO valid for 1 years within 7 days from the date of receipt of purchase order in the format as provided in Annexure I with a claim period of 60 days. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of

		India.
10.	एमएसई या स्टार्ट-अप कंपनी के रूप में एनएसआईसी/उद्योग आधार के साथ पंजीकृत बोलीदाताओं के लिए ईएमडी छूट EMD Waiver for Bidders Registered with NSIC/Udyog Aadhaar as MSE or a Start-up Company	In case of bidders registered in relevant category with NSIC/Udyog Aadhaar as MSE or a Start-up Company, they are eligible for waiver of 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 Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, MSE bidders have to submit Annexure XIV in physical form (Hard copy) duly signed by Chartered Accountant within 5 days of Bid End date / Bid Opening date.
11.	आरएफपी समन्वयक RFP Coordinator	1. Mr. Vinod Mathur- Chief Manager Procurement Department 2. Mr Ajeet Kumar, -Sr Manager Procurement Department.
12.	संचार पता Address for Communication	Union Bank of India, Procurement Department, 1st floor, 239, Union Bank Bhawan, Vidhan Bhawan Marg, Nariman Point, Mumbai - 400021
13.	बोली की वैधता Validity of Bids	180 days from the last date & time for submission of bid prescribed by the Bank
14.	संपर्क विवरण Contact details	Interested Bidders are requested to send the query on email to: procurement@unionbankofindia.bank.in , Telephone No-02245653726 containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.

NOTE:

The dates mentioned above are tentative and the Bidder acknowledges that he/she cannot hold the Bank responsible for any revision in these dates. Eligible bidders may choose to be present through online mode at the time of opening of bids. The date and time for opening of Commercial Bid shall be communicated to eligible bidders on a subsequent date through GeM portal <https://www.gem.gov.in>.

Table of Contents

Sr. No	Contents	Page No.
1	Introduction	8
2	Objectives of the RFP	8
3	Definitions	8
4	Invitation to Tender Bids/RFP	9
5	Eligibility Criteria	9
6	Scope of Work	10
7	Cost of Bidding	10
8	Language of Bid	11
9	Instructions for Bid Submission	11
10	Performance Bank Guarantee (PBG)	20
11	Taxes and Duties	20
12	Rejection of Bid	21
13	Modification and/or withdrawal of Bid	21
14	Price Composition	21
15	Payment Terms	22
16	Timelines & Penalty	22
17	Duration of Contract	22
18	RFP Response	22
19	Price Validity	23
20	Purchase order Cancellation	23
21	Liquidated Damages (LD)	23
22	Service Level Agreement	23
23	Data Privacy Compliance	24
24	Contract Period	24
25	Authorized Signatory	24
26	Confidentiality	25
27	Indemnity and Limitation of Liability	25
28	Non-Transferable Offer	26
29	Responsibility of Completeness	26
30	Audit	27
31	Force Majeure	27
32	Exit Clause	28
33	Termination of contract	28
34	Tender/Bid cancellation	29
35	Conflict of Interest	29
36	Arbitration	29
37	Dispute Resolution, Jurisdiction & Governing Law	30
38	Minimum Wages	30
38	Submission of bids	31
	Annexure A - Letter of Acceptance	32
	Annexure B - Bidder's Profile Format	34
	Annexure C - Eligibility Criteria	35

Annexure D - Compliance to RFP Terms & Conditions	37
Annexure E - Commercial Bid Break Up	39
Annexure G- Know Your Employee (KYE)	40
Annexure H- Declaration for Compliance	41
Annexure I - Format of Performance Bank Guarantee	42
Annexure J - Confidentiality / Non-Disclosure Agreement	45
Annexure K- Bid Query Format	51
Annexure L-Undertaking by Bidder	52
Annexure M - Restriction on Procurement due to National Security	53
Annexure N - Bid Security Declaration	54
Annexure O - Bank Guarantee for EMD	55
Annexure P - Letter for Refund of EMD	57
Annexure Q- Certificate for waiver for MSE/Start ups	58
Annexure R- Team Profile	59
Annexure S- Proposed List of key Personnel	60

यूनियन बैंक ऑफ इंडिया Union Bank of India

1. परिचय Introduction

Union Bank of India, a Public Sector Bank has its Central Office (Registered Office) at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, having Procurement Department at Central Office Mumbai. The Bank is a leading, innovative Scheduled commercial Bank, with a proactive approach to address the changing needs of the society. This has resulted in a wide gamut of products and services, made available to its valuable customers in catering to the smallest of their needs with 8,490 Branches including foreign branches, 22 Zonal Offices and 140 Regional Offices which are spread across various geographic locations. No of Branches/Offices/Regional Offices/Zonal Offices and other offices will increase over a period of time.

2. आरएफपी का उद्देश्य Objectives of the RFP

Union Bank of India (hereinafter called as “Bank” or “the Bank”) is inviting proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) for Appointment of consultant for carrying out the Evaluation of the Board of the Bank as per the technical/ functional specification given in this RFP document.

3. परिभाषाएँ Definitions

- 3.1. ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Union Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 3.2. ‘RFP’ means this Request for Proposal prepared by Union Bank of India for Appointment of consultant for carrying out the Evaluation of the Board of the Bank.
- 3.3. ‘Bidder/ Respondent/ Service Provider/ Vendor’ means a Firm/ Company/ Consultant submitting the proposal in response to this RFP.
- 3.4. ‘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.
- 3.5. ‘Proposal’ means that Technical and Commercial proposal including any supporting documents submitted by the bidder as per the formats prescribed in the RFP and in response to the RFP.
- 3.6. ‘Assignment / Project’ means the work to be performed by selected Agency pursuant to the Contract.

- 3.7. “Services” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Service provider covered under this RFP.
- 3.8. “The Contract Price/Project Cost” means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations.
- 3.9. ‘Successful Bidder’ means Bidder who is selected after tendering process for completion of project mentioned in this RFP.

4. निविदा बोलियाँ/आरएफपी आमंत्रित करना Invitation of Tender Bids/RFP

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

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

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

Consortium bidding is not permitted under this RFP.

5. पात्रता मानदंड Eligibility Criteria

Only those Bidders fulfilling the eligibility criteria should respond to the RFP. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure C Eligibility Criteria attached to this document. The bidder would need to provide supporting documents as part of the eligibility proof. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the eligibility criteria are liable to be rejected.

6. कार्य का दायरा Scope of Work

The Union Bank of India has decided to engage a professional organization as External Consultant to conduct performance evaluation of the Bank's Board, Directors and Committees of the Board. The review would provide an applicative insight and suggestive roadmap for the overall enhancement of the performance of the Board/ Directors/ Committees of the Board.

The process of evaluation is generally elaborate, stretching across pre-evaluation, evaluation and post-evaluation processes. The project shall encompass annual performance evaluation of the Board, Directors and Committees of the Board, and will indicatively consist the tasks to be performed in order to conduct the Board review in line with the provisions contained in the SEBI Master Circular dated January 30, 2026 (or subsequent guidelines issued by SEBI in this regard) including, inter alia, the following:

Laying down the objectives and devise criteria/ parameters to be adopted for evaluation of the Board, Directors and Committees of the Board;

Finalizing the Methodology for evaluation of performance of the Board, Directors and Committees of the Board;

Interaction with the Directors for evaluation;

Assessment of the quality, quantity and timeliness of flow of information (as per terms of reference) between the Bank and the Board/ Committees of the Board that is necessary for the Board/ Committees of the Board to effectively and reasonable perform their duties;

Sample checking of Board's oversight on various functions as prescribed by the Bank through its policies;

Preparation of a comprehensive report/ action plan (including constructive feedback) based on the responses received during the evaluation and results of the evaluation process;

The Consultant shall annually evaluate the performance of the Board, Directors and Committees of the Board for FY 2025-26 and submit their final report, which shall be presented by the Consultant before the Board.

The scope of work shall cover the Board of the Bank, Directors and Committees of the Board. At present, the Bank's Board consists of 10 Directors comprising 5 Whole Time Directors (WTDs) and 5 Non- Whole Time Directors (non-WTDs).

The scope of work stated above is indicative/ illustrative and not exhaustive in view of the dynamic scenario considering amendments in regulatory/ statutory guidelines.

7. बोली लगाने की लागत 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.

8. बोली की भाषा Language of Bid

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

9. बोली जमा करने के लिए निर्देश Instructions for Bid Submission

a. बोली हेतु प्रतिभूति/ईएमडी (प्रतिदेय) Bid Security /EMD (Refundable)

- a) The bidder should deposit bid security of Rs.1,00,000/- (Rupees One Lakh only) in the form of DD favoring Union Bank of India, payable at Mumbai or Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. Any bid not accompanied by the requisite bid security shall be rejected as non-responsive.
- b) EMD should be valid for 6 months from the last date of bid submission with a claim period of 45 days. Bidder has to upload scanned copy / proof of the DD/BG along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date. IFSC Code for issuance of EMD is UBIN0580767(In the name of Union Bank of India Procurement Department).
- c) In case of bidders registered with NSIC/Udyog Aadhaar as MSE or a Start-up Company, they are eligible for waiver of 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 Udyog Aadhaar. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. Bidders claiming for MSE/Start-up benefits should register with GeM portal and waiving of EMD will be extended as per GeM terms.
- d) Other terms & conditions relating to Bid security is as under:
 1. No interest will be payable on the Bid Security amount.
 2. Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure P.
- e) Bid Security will be forfeited in the following cases:
 - i) If a bidder withdraws its bid during the period of bid validity; or
 - ii) If a Bidder makes any statement or encloses any form which turns out to be false

/ incorrect at any time prior to signing of Contract.

iii) In case of a successful Bidder, if the Bidder fails:

- a) To execute Contract within the stipulated time or
- b) To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

iv) The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of 60 days as per the format mentioned in Annexure I, for 5% of TCO, valid for 1 year.

b. बोली की प्रतिभूति हेतु घोषणा Bid Security Declaration

The Bidder should submit an undertaking in lieu of Bid security deposit as per Annexure - N bid security declaration.

c. बोली की वैधता की अवधि Period of Validity of Bids

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

d. बोली दस्तावेजों में संशोधन Amendment of Bidding Documents

Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.

e. बोली हेतु प्राधिकार Authorization to Bid

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

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

f. द्विस्तरीय बोली Two-part Bid

The Bid should be submitted online at the Government portal <https://gem.gov.in> by the Bidder. It should comprise the following components:

- i. Technical bid - Part I: “Technical Bid for RFP for Appointment of consultant for carrying out the Evaluation of the Board of the Bank”.
- ii. Commercial bid - Part II: “Commercial bid for RFP for Appointment of consultant for carrying out the Evaluation of the Board of the Bank”.
- iii. Any bid document not conforming to any one of the above terms will be rejected.
- iv. In the first stage, Technical bids of bidders who have submitted Bid Security/EMD will be evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short listed for evaluation of commercial bid. The Bank will open Part II (Commercial Bid) only for those bidders who have qualified in Technical Bid. Bidder has to upload scanned copy / proof of the DD/BG along with technical bid and has to ensure delivery of hardcopy to the Bank within 5 days of Bid End date / Bid Opening date.
- v. After evaluation of commercial bids, the H1 bidder will be shortlisted using Techno-Commercial Evaluation process using QCBS method through GeM portal.
- vi. After completion of Techno-Commercial Evaluation process using QCBS method on GeM portal, H1 bidder should submit the price break-up as per the [Annexure E](#) in the company's letter head within 24 hours.

g. तकनीकी बोली Technical Bid

- i. The Technical Bid for qualification stage should be complete in all respects and contain all information asked for in this document. Price information should not be submitted along with technical bids, if submitted along with technical bid, offer shall be rejected as nonresponsive.
- ii. The bidder should deposit bid security of Rs.1,00,000/- (Rupees One Lakh only) in the form of a demand draft favoring Union Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Union Bank of India.
- iii. The following documents for qualification stage are to be submitted online at the GeM Portal <https://gem.gov.in>:

[Annexure A](#) - Letter of Acceptance

[Annexure B](#) - Bidder's Profile Format

[Annexure C](#) - Eligibility Criteria

[Annexure D](#) - Compliance to RFP Terms & Conditions

[Annexure E](#) - Commercial Bid Break Up

[Annexure G](#) - Know Your Employee (KYE)

- [Annexure H](#) - Declaration for Compliance
- [Annexure J](#) - Confidentiality / Non-Disclosure Agreement
- [Annexure K](#) - Bid Query format
- [Annexure L](#) - Undertaking by Bidder
- [Annexure M](#) - Restriction on Procurement due to National Security
- [Annexure N](#) - Bid Security Declaration
- [Annexure Q](#) - Certificate for waiver for MSE/Start Up
- [Annexure R](#) - Team Profile
- [Annexure S](#) - Proposed List of key Personnel

- iv. The Bid (RFP and Corrigendum if any) should be signed by the authorized signatory of the bidder. An Authority Letter accompanied with a Resolution to that effect or a Power of Attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid. It should also indicate the complete name and designation of the designated personnel.
- v. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the bidder.
- vi. All the annexure should be submitted in letter head of bidder duly signed with seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
- vii. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted along with the technical bid.
- viii. The bidder should ensure that all the annexure should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- ix. 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.
- x. 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.
- xi. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. Implementation etc.
- xii. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.unionbankofindia.co.in) and GeM portal and will be binding on all

bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

h. व्यवसायिक बोली Commercial Offer

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

- i. The Indicative Commercial Bid - Part II should be submitted online at the GeM portal by way of entering the values in the format provided at the site. This must contain all prices in Indian rupees (INR).
- ii. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Any deviations may lead to disqualification of the bid.

i. आरएफपी स्पष्टीकरण RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to procurement@unionbankofindia.bank.in, with subject “RFP For Appointment of consultant for carrying out the Evaluation of the Board of the Bank” as per Annexure K - Bid Query Format as per the date given in the schedule of events of this RFP document.

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit Bank’s website for clarifications and other communications. It may be noted that no query of any bidder shall be entertained / received after the mentioned date. Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank’s website www.unionbankofindia.co.in and on GeM portal.

j. आरएफपी/निविदा का खुलना OPENING OF THE RFP/TENDER

- i. Tender opening shall happen as per the details provided in “Important Dates & Details” in online or offline presence of officer authorized by Union Bank of India, in the presence of such of those bidders or their representatives who may be present at the time of opening.
- ii. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

- iii. Initial bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If proposals:
 - a) Are not submitted in as specified in the RFP document
 - b) Received without the Letter of Authorization (Power of Attorney)
 - c) Are found with suppression of details
 - d) Submitted with incomplete information, subjective, conditional offers and partial offers
 - e) Submitted without the documents requested in the checklist
 - f) Have non-compliance of any of the clauses stipulated in the RFP
 - g) With lesser validity period
- iv. All responsive & eligible bids will be considered for further processing. Union Bank of India will prepare a list of responsive bidders who comply with all the terms & conditions of the RFP.
- v. Consortiums are not allowed for this engagement. The bidding entity has to be a single entity duly registered under the applicable laws of the country.

k. तकनीकी बोली का मूल्यांकन Technical Bid Evaluation

Checking of eligibility for Technical Evaluation

- I. 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.
- II. The Bank will scrutinize the proposal and will determine whether the technical specifications along with documents have been furnished as per the Bid document.
- III. Each of the eligibility criteria mentioned in this RFP is mandatory. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- IV. Bidders would be informed of their qualification/disqualification based on the eligibility check. The unopened Commercial bid will be returned to the respective disqualified bidders.
- V. Agencies meeting the eligibility criteria would be shortlisted for technical evaluation.

Stage I: Technical Evaluation

All the eligible bidders shall undergo "Technical Evaluation". Technical Evaluation consists of 2 parts-

- a) Scoring Pattern: - 75 marks
- b) Presentation: - 25 marks

Scoring pattern [part of technical evaluation]: Documentary evidence of scoring parameters must be submitted with other documents on GeM.

Sl No.	Evaluation criteria	Weightage		
1	No. of Listed entities (with reference to market capitalisation at NSE as on 31.12.2025) handled by the Bidder in evaluating the performance of the Board.	Category of listed entities for which performance evaluation of the Board done by the bidder	No. of listed entities	Marks
		Top 200 listed entities	More than 4	40
			3-4	35
			1-2	30
		Listed entities other than top 200	More than 4	30
			3-4	25
			1-2	20
2	Experience of conducting Board reviews of listed entities in India and across the globe (including access to global board benchmarks and best practices)	No. of years of experience in handling performance evaluation of the Board of listed entities by the bidder		Marks
		More than 7 years		25
		6-7 years		20
		3-5 years		10
3	Presentation of Proposed Approach, Methodology and Work Plan: completeness, robustness of approach, quality of ideas, activities, tasks, planning, effort estimate etc., with milestones and time frame for completion of different activities along with list of deliverables.	25		
4	Profile of the Team Leader and Team Members completing the assignment	Avg. no. of years of experience of Team handling performance evaluation of the Boards of Listed entities		Marks
		More than 5 years		10
		3 - 5		5
		Less than 3 years		Nil

Notes:

- Marks will be awarded on a total of 100.
- If the bidder has handled the performance evaluation of Boards of both Top 200 listed entities and Listed entities other than top 200 (with reference to market cap of the listed entities at NSE), the maximum marks to be awarded under evaluation criteria listed at Sl No. 1 above will be restricted to 40.

Presentations

- All the eligible agencies, will participate in the Pitch Process.

- ii. The presentation will be of maximum 20 minutes.
- iii. The date and time of the presentation will be intimated to the eligible bidders separately.
- iv. Marks (out of 100) scored in the Scoring pattern and Presentation will be considered as the technical score of the agency.
- v. Minimum score for a bidder to be eligible for commercial bid opening is 70% score in technical evaluation.

l. तकनीकी मूल्यांकन से संबंधित अन्य दिशानिर्देश Other Guidelines related to Technical Evaluation

- I. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests seeking explanation through GeM portal within 3 days or any such extended time frame indicated in the portal, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. It is the responsibility of bidder to monitor the GeM portal every now and then in order to ascertain any exceptions are raised or clarifications are sought by bank post last date of bid submission. No separate intimation will be made by bank to the participated bidders for responding to the clarification sought.
- II. Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- III. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may convey to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- IV. The Bank shall follow all the guidelines/notifications for public procurement.

m. व्यवसायिक बोली का मूल्यांकन Commercial Bid Evaluation

- i. Commercial Bids of only technically qualified shortlisted bidders will be opened for finalization of the bidder.
- ii. The final decision on the Bidder will be taken by Union Bank of India. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any Bidder in the final shortlist.

Technical-Commercial Evaluation Process

- I. Only those bidders who qualify during technical evaluation will be eligible for participating in the Commercial Bid. Commercial Bids of Firms securing less than 70 marks in the technical evaluation will not be considered for Commercial evaluation. The final selection will be based upon the score obtained by the bidders in the **Techno-Commercial Evaluation**.

- II. In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the Bank as per the procedure governed by GeM Portal.
- III. A “Combined Score” will be arrived at, considering both marks scored through technical bid evaluation and the commercial scores with a weightage of 75% for technical and 25% for commercials as per GeM terms.
- IV. Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1).
- V. In case of a tie in Final Score (Techno-Commercial Evaluation score), the bidder with the higher technical score will be selected.
- VI. In the event of tie in score in both Technical stage and Financial stage process, the bidder having higher/better marks in the following parameter in the order of preference will be given choice over others-
 - a. No. of Listed entities (with reference to market capitalisation at NSE as on 31.12.2025) handled by the Bidder in evaluating the performance of the Board.
 - b. Experience of conducting Board reviews of listed entities in India and across the globe (including access to global board benchmarks and best practices).
 - c. Profile of the Team Leader and Team Members completing the assignment.

n. ऑनलाइन बोली-पूर्व बैठक Online Pre-bid 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 GeM bid document. Only authorized representative of bidder (maximum two) will be allowed to attend the online Pre-bid meeting. Interested bidders are required to send email requesting the invite to the email address mentioned in this RFP one day prior to the date of pre-bid meeting along with details including name, organization, designation, Mobile number, etc. with subject as “RFP for Appointment of consultant for carrying out the Evaluation of the Board of the Bank”. URL for joining the online Prebid meeting will be sent separately to those requested invites.

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 Corrigendum on Bank’s website www.unionbankofindia.co.in and government GeM portal www.gem.gov.in.

o. अनुबंध प्रदान करना Awarding of Contract

- i. On completion of Techno Commercial evaluation of bids, Bank will determine the H1 Bidder based on the marks obtained through combined Technical & Commercial evaluation as per 75:25 ratio and contract will be awarded to the H1 Bidder.
- ii. However, the Bank shall be under no obligation to accept any bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those incomplete offers without assigning any reason whatsoever.
- iii. The Bank reserves the right to make any changes in the terms and conditions of tender.

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 tender.

10. बैंक गारंटी निष्पादन (पीबीजी) Performance Bank Guarantee (PBG)

The successful bidders should provide a Performance Bank Guarantee for 5% of TCO valid for 1 year within 7 days from the date of receipt of purchase order in the format as provided in Annexure I with a claim period of 60 days and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of India. PBG should be submitted to the Procurement Dept. IFSC Code for issuance of PBG is UBIN0580767 (In the name of Union Bank of India, Procurement Department).

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 giving notice or right of demur to the successful bidders. 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 bidders should be included in the remaining amount of the contract value.

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

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

11. कर और शुल्क Taxes and Duties

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

Bidder will be entirely responsible for all applicable taxes, duties, levies, charges, license fees etc., in connection with RFP for Appointment of consultant for carrying out the Evaluation of the Board of the Bank at site including all travelling and other expenses. Payment of all taxes i.e. GST (CGST/SGST /IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

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

Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall affect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract

shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

12. बोली की अस्वीकृति Rejection of Bid

The Bid is liable to be rejected if:

- i. The document does not bear signature of authorized person in each page and duly stamp.
- ii. It is received other than online mode.
- iii. It is received after expiry of the due date and time stipulated for Bid submission.
- iv. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- v. It is evasive or contains incorrect information.
- vi. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- vii. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- viii. Price information should not be submitted along with technical bids, if submitted along with technical bid, offer shall be rejected as nonresponsive.

13. बोली का संशोधन और वापसी Modification and Withdrawals of Bid

- i. The bidder may modify its bid's submission anytime by logging in to the website <https://gem.gov.in> and uploading the documents again till final submission at last date and time of bid submission.
- ii. No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.
- iii. No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

14. मूल्य संरचना Price Composition

- I. The commercial bid should be quoted as per the GeM format and break up should be given as per the commercial bid break up format attached as annexure E to this bid.
- II. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

III. The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.

IV. Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

15. भुगतान की शर्तें Payment Terms

- i. Payment for the respective Financial year shall be made on yearly basis after the presentation of comprehensive report/ action plan to the Board by the Consultant acceptable to the Bank.
- ii. No advance payment will be released against purchase order.
- iii. Payment shall be released on submission of necessary proof and documents like original Invoices.
- iv. TDS on payments will be deducted as applicable.
- v. All the payments will be made to vendor electronically in Indian Rupees only.
- vi. 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.
- vii. Vendor has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- viii. 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

16. समयसीमा और दंड Timelines and Penalty

The tentative timeline for the performance evaluation of the Board, its Committees and Directors shall be within 8 weeks from the end of the respective financial year and comprehensive report / action plan should be presented before the Board during this time.

Penalty will be imposed by the bank on vendor/service provider of 0.5% of TCO per week or part thereof for delay in presentation of comprehensive report/ action plan before the Board if not presented within 3 months from the end of respective financial year, subject to maximum of 10% of TCO.

17. परियोजना कार्यान्वयन अवधि Duration of Contract

Project should be implemented within 8 weeks.

18. आरएफपी प्रतिक्रिया 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.

19. कीमत की वैधता Price Validity

Prices payable for **RFP for Appointment of consultant for carrying out the Evaluation of the Board of the Bank** to the successful bidders as stated in the Contract shall be firm and not subject to any changes at any circumstances.

20. क्रय आदेश रद्दीकरण Purchase order Cancellation

If the bidder fails to complete the project within the stipulated time schedule or the extended date communicated by the Bank, it would be considered as a breach of contract. Bank reserves the right to cancel the entire contract in all such cases of breach of contract by giving 15 days' notice.

The Bank reserves its right to cancel the order in the event of delay in the project completion and serious discrepancy in project completed.

In addition to the cancellation of tender, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

21. परिनिर्धारित हर्जाना Liquidated Damages (LD)

- I. Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% of the total project cost will be charged for delay in the completion of project beyond the specified delivery period subject to a maximum of 5% of purchase order value (including all taxes). Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company or by invoking the Performance Bank Guarantee to the extent of such liquidated damages.
- II. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- III. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder.
- IV. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- V. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

22. सेवा स्तरीय करार Service Level Agreement

- a. Bank expects that the bidder shall be bound by the Service Levels described in this document.

- b. The bidder shall have to enter into “Service Levels Agreement” with Bank covering all terms and conditions of this tender while providing the service support and onsite support.
- c. Bidder has to guarantee completion of product as per specifications mentioned in the scope of work under this tender and should be ready to execute service level agreement for the same.
- d. A penalty will be imposed on successful bidder if project is not completed as per specifications and within TAT mentioned in this RFP.
- e. Any penalty due during the contract period will be recovered from payments / Performance Bank Guarantee (PBG).
- f. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- g. RBI/Regulatory authority may inspect facilities of successful bidder 2 years beyond the contract period.
- h. The overall Penalty including LD during contract period will be to a maximum of 10% of the total value of order.
- i. The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet the delivery dates/time, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance.

23. डेटा गोपनीयता अनुपालन Data Privacy Compliance

Bidder must ensure strict compliance with all relevant data privacy and security/laws/rules/regulation include Digital Personal Data Protection Act 2023 in all handling and reporting.

24. अनुबंध अवधि Contract Period

Bank will enter into a contract with the successful bidder which shall be effective from the date of signing of SLA/contract for the period ending FY 2025-26 and will be valid till the completion of the activity as per scope of work defined.

‘Service Level Agreement’ to be signed between Bank and the Successful bidder/vendor/Service Provider following the completion of selection process and will continue until end of the contract period or terminated whichever is earlier.

25. प्राधिकृत हस्ताक्षरकर्ता Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the

resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the BANK.

26. गोपनीयता Confidentiality

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

- a. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- b. 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;
- c. 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
- d. To treat all Information as Confidential Information.
- e. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in [Annexure J](#) within seven days of issuing the order/letter of intent.
- f. The Bidder shall be liable to indemnify and hold harmless the Purchaser Bank from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of any breach of Confidentiality clause.
- g. The Confidentiality obligations of this Clause shall survive the expiration, cancellation or termination of this Contract / Agreement.
- h. The bidder shall ensure that its employees, advisers, potential financing sources and vendors, sub-contractors etc., who have access to the information are subject to obligations to maintain the confidentiality of the disclosed information, no less restrictive than those of the Non-Disclosure Agreement.

27. क्षतिपूर्ति और दायित्व की सीमा Indemnity and Limitation of Liability

Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including advocates' and counsels' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- i. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or an act or omission of the Bidder and/or its employees, agents, sub- contractors in performance of the obligations under this RFP; and/or claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank;

and/or

- ii. Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub- contractors
- iii. Breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- iv. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - a. Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
 - b. Negligence or gross misconduct or fraud attributable to the Bidder or its employees or sub-contractors; and/or
 - c. Loss of the Bank's data due to Bidder provided facility; and/or
 - d. Any deficiency in the services of the bidder; and/or
 - e. Violation of any applicable laws by the successful bidder, its agents, employees, representatives etc.
- v. The successful bidder shall protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trade- marks, copyrights etc. by the successful bidder and/or its employee / agents.
- vi. In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued, Bank has the right to recover the amounts due to it under this provision from any amount payable to the bidder in consequence of this RFP.
- vii. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP. Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that may arise against the Bank in pursuance of the Deliverables and Services delivered or provided under this RFP by the bidder.

28. अहस्तांतरणीय प्रस्ताव Non-Transferable Offer

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

29. पूर्णता की जिम्मेदारी Responsibility for Completeness

Any service, which might not have been specifically mentioned in this tender but, are necessary for completion of the project, shall be provided as per the time schedule for smooth and efficient completion of project 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.

30. लेखा-परीक्षण Audit

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

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

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

31. अपरिहार्य घटना 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:

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

32. निकास खंड Exit Clause

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

- a. Failure of the successful bidders to accept the contract and furnish the Performance Bank Guarantee equivalent to 5% of the project cost within 7 days from the date of issuance /acceptance of letter of Intent/Purchase Order.
- b. Delay in delivery beyond the specified period.
- c. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of 7 days during the contract period.

33. संविदा की समाप्ति Termination of Contract

- I. If the Termination is on account of failure of the successful bidders 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.
- II. 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:
 - The selected bidder commits a breach of any of the terms and conditions of the bid.
 - The Successful bidders goes into liquidation voluntarily or otherwise.
 - An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- III. If not signed within 10 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 10 days' 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.
- IV. If deductions on account of liquidated damages exceeds more than 10%.
- V. Non-satisfactory performance of the selected bidder during completion of project.
- VI. 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.
- VII. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- VIII. Bank shall serve the cure-cum-termination notice to the bidder at least 7 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 7 days, termination will be effected.
- IX. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- X. Selected bidder or its sub-contractors are found to be indulging in frauds.
- XI. The bank suffers a reputation loss on account of any activity of successful bidders penalty is levied by regulatory authority.

34. निविदा/बोली रद्दीकरण Tender/BID Cancellation

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

35. हितों का टकराव Conflict of Interest

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

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

Without limitation on the generality of the foregoing, the selected consultant, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- a. **Conflicting assignment/job:** The consultant (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.
- b. **Conflicting relationships:** The consultant (including its personnel) having a business or family relationship with a member of Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to UBI throughout the selection process and the execution of the contract.

36. मध्यस्थता Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only and the language of the arbitration shall be English.

37. विवाद समाधान अधिकार क्षेत्र और शासी कानून Dispute Resolution, Jurisdiction & Governing Law

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

38. न्यूनतम पारिश्रमिक Minimum Wages

The contractor will ensure to adhere and comply following laws / acts or any other guidelines / law / act related to the contract or as amended by the concern authority from time to time:

1. The Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
 2. The Employees Provident Fund & Miscellaneous Provisions Act, 1952 and amendment thereof.
 3. The Employees State Insurance Act, 1948.
 4. The Minimum Wages Act, 1948.
 5. Payment of Wages Act, 1936
 6. The Payment of Bonus Act, 1965.
 7. The Workmen's Compensation Act, 1923 (Amended), as applicable.
 8. Maharashtra State Labour Act
 9. Equal Remuneration Act, 1976
 10. Payment of Gratuity Act, 1972
 11. Any other Acts Central or States, they may be applicable or by law or enactment relating thereto and rules framed there under from time to time.
- The contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including that of provident fund, ESI, Workmen's compensation, Bonus, Gratuity, Minimum Wages Act Leave etc. The contractor should be liable to pay all increases in EPF/ESI/Bonus/any other benefits corresponding to increases in minimum wages or otherwise. In case of any breach of any law, rules, notifications applicable to the employees/workers of the contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee/worker, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under the agreement.
 - Any cost incurred by the Bank in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to Union Bank as aforesaid shall be deemed to be deducted/recovered by the bank from the contractor.
 - The contractor shall keep the Bank saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.
 - In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

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

39. **बोलियां जमा करना** Submission of Bids

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

To

The General Manager,
Union Bank of India,
CO, Procurement Department,
1st Floor Near Vidhan Bhawan
Nariman Point Mumbai - 400021.
Telephone No-02245653726

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

Annexure A - Letter of Acceptance

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

To,

The General Manager,
Union Bank of India,
CO, Procurement Department,
1st Floor Near Vidhan Bhawan
Nariman Point Mumbai - 400021.

Dear Sir,

Sub: RFP for Appointment of consultant for carrying out the Evaluation of the Board of the Bank

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for **RFP for Appointment of consultant for carrying out the Evaluation of the Board of the Bank**, detailed in your above referred in RFP.

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

We agree to undertake the project, if allotted by you, as per the scope of work.

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

The deviation, if any, has been given in the [Annexure H](#) - Declaration of Compliance attached.

We understand that

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

Dated at _____ this _____ day of _____ 2026

Yours faithfully,

For_____

Signature_____

Name_____

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

Annexure B - Bidder's Profile Format

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name, address & account details of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last 3 years)	Annual Turnover (Rs. in Crores)	Operating Profit (Rs. in Crores)
	2022-23		
	2023-24		
	2024-25		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

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

Dated this..... Day of 2026

(Signature)

(In the capacity of)

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

Annexure C - Eligibility Criteria

S.No	Eligibility Criteria	Documents to be submitted
1.	The Bidder must be an Indian firm / company/ LLP/ organization registered under applicable Act in India.	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	Bidder should have experience of minimum three years in providing the Services in field of Performance Evaluation of Board, Chairman, Directors (Independent/Non-Independent), Board Level Committees of Indian listed entities	Confirmation letter from Listed Clients of completion of exercise. Client's reference with contact details (email / landline / mobile) for whom the Bidder has executed similar projects in the past is also required.
3	The Bidder should have tangible positive net worth during the last 3 immediate consecutive financial years i.e. FY-2022-23,2023-24,2024-25.	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years with audit reports and notes on accounts with UDIN.
4.	Bidders should not have been blacklisted for deficiency in service by any listed entity during the last three years.	Bidder should specifically confirm on their letter head in this regard.
5	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Union Bank of India, both present and those who have retired in the last five years.	A self-declaration by the Bidder on Bidder's letter head.
6	The core business of the Bidder should be providing advisory services and must include Board Advisory services.	Relevant supporting document.

Note:

- Documentary evidence must be furnished against each of the above criteria along with an index. All 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.
- Bidder should give a presentation to the Bank's appointed internal committee, when the same is scheduled. The brief presentation shall include the approach, methodology and work plan for the evaluation exercise. Presentation should clearly articulate the deliverables at each stage of the proposed work. Documents relating to this shall form part of the details provided in the technical bid.
- Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.
- The participating bidders are required to submit unambiguous documentary

evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

- e. 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 whatsoever.

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

Annexure D - Compliance to RFP Terms & Conditions

S. No.	Clause Details	Bidder's Compliance (Yes/No)
1	Introduction	
3	Objectives of the RFP	
4	Definitions	
5	Invitation to Tender Bids/RFP	
6	Eligibility Criteria	
7	Scope of Work	
8	Cost of Bidding	
9	Language of Bid	
10	Instructions for Bid Submission	
11	Taxes and Duties	
12	Rejection of Bid	
13	Modification and/or withdrawal of Bid	
14	Price Composition	
15	Payment Terms	
16	Penalty	
17	Project implementation period	
18	RFP Response	
19	Patent Rights	
20	Price Validity	
21	Order Cancellation	
22	Liquidated Damages (LD)	
23	Service Level Agreement	
24	Data Privacy Compliance	
25	Contract Period	
26	Authorized Signatory	
27	Confidentiality	
28	Indemnity and Limitation of Liability	
29	Intellectual Property Rights	
30	Non-Transferable Offer	
31	Responsibility of Completeness	
32	Audit	
33	Force Majeure	
34	Exit Clause	
35	Termination of contract	
36	Tender/Bid cancellation	
37	Conflict of Interest	

S. No.	Clause Details	Bidder's Compliance (Yes/No)
38	Arbitration	
39	Dispute Resolution, Jurisdiction & Governing Law	
40	Submission of bids	

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

Annexure E - Commercial Bid Break Up

(Successful bidder has to submit break up as per this format within 24 hours from end of Techno-commercial evaluation process)

Description	Total Fee (in Rs)
Total fee including all travelling and other expenses for covering scope of work stipulated in this RFP.	
GST(CGST/SGST/IGST).	
TOTAL	

Note

1. Fee is on one-time basis and inclusive of all travelling and other expenses.
2. Total Fees quoted above will be considered for the Techno Commercial Evaluation excluding taxes which will be paid on actual basis after deducting applicable taxes.
3. In case of any discrepancy, price quoted in words will be considered for computation of TCO.
4. The contract price quoted shall separately state professional fees and applicable taxes (applicable taxes will be paid as per the tax rate prevailing at the time of actual payment). The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.
5. The engagement will come into effect from the date mentioned in the appointment letter to be issued to the selected bidder and engagement will end after completion of exercise to Provide Feedback for the financial year 2025-26.
6. Final prices quoted by the Bidder shall remain fixed for the period specified in this document (for the entire contract period). Payment shall be made after the exercise to Provide Feedback is taken on record by the Board, post presentation by the Consultant.
7. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
8. min

Authorized Signatory:

Place:

Name & Designation & mail id:

Date:

Business Address:

Annexure G - Know Your Employee (KYE)

(To be submitted by all bidders on their letter head)

To

The General Manager,
Union Bank of India,
CO, Procurement Department,
1st Floor Near Vidhan Bhawan
Nariman Point Mumbai - 400021.

UNDERTAKING

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

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

Annexure H - Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications

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

Signature:

Name

Date

Seal of company:

Technical Specification

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

List of deviations

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

Signature:

Name

Date

Seal of company:

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

Annexure I - Format of Performance Bank Guarantee

(Covering Delivery obligations)

NOTE:

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

To

Union Bank of India,
CO, Procurement Department,
1st Floor Near Vidhan Bhawan
Nariman Point Mumbai - 400021.

Dear Sir,

In consideration of Union Bank of India, CO, Procurement Department, 1st Floor, Near Vidhan Bhawan, Nariman Point Mumbai-400021, placing an order for delivery & installation of & on _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (hereinafter called the said contract), we _____ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the **RFP for Appointment of consultant for carrying out the Evaluation of the Board of the Bank** as per the said contract entered into by the vendor with you.

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

We _____ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until _____, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or

before _____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before _____.

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

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

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

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

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

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

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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

Annexure J - Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2026, 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 audit.
- 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 successful bidders, 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 2 years beyond contract period. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law

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

14. Indemnity

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

15. Modification

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

16. Headings

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

17. Review of Contract and performance

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

18. Proprietary Rights:

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

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

19. Counterparts

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ 2019

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 K - 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 pre-bid 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:

Name & Designation:

Business Address:

Annexure L - Undertaking by Bidder

Place:
Date:

To:
The General Manager,
Union Bank of India,
1st floor, Procurement Dept, Central office
Near Vidhan Bhawan Nariman Point,
Mumbai 400021

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

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

Annexure M - Restriction on Procurement due to National Security

(This Certificate should be submitted on the letterhead of the bidder as well as the OEM / Manufacturer duly signed by an authorized signatory)

Date:

To,
The General Manager,
Union Bank of India,
CO, Procurement Department,
1st Floor Near Vidhan Bhawan
Nariman Point Mumbai - 400021.

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or if, from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. A copy of the Registration Certificate is attached.

Yours faithfully,

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

Annexure N - Bid Security Declaration

(This annexure should be submitted by all bidders who are claiming waiving off of EMD)

To

Union Bank of India,
CO, Procurement Department,
1st Floor Near Vidhan Bhawan
Nariman Point Mumbai - 400021.

Dear Sir,

Subject: Request for Proposal (RFP) for the Appointment of consultant for carrying out the Evaluation of the Board of the Bank

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

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

Yours faithfully,

Date:

For _____

Signature _____

Name _____

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

Annexure O - Bank Guarantee for EMD

Date:

To

Union Bank of India,
CO, Procurement Department,
1st Floor Near Vidhan Bhawan
Nariman Point Mumbai - 400021.

Dear Sirs,

M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the Request for Proposal (RFP) for the Appointment of consultant for carrying out the Evaluation of the Board of the Bank, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. 1 lakh as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

1. Withdraws its bid during bid validity period
2. Refuses to honor indicative commercial bid. Bank reserves the right to place order onto Bidder based on indicative prices quoted by them.
3. Refuses to honor the reverse auction price quoted by them.
4. Declared L-1 Bidder based on Reverse Auction event and fails to submit the cost breakup within reasonable time (say 3 days).
5. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We undertake to pay immediately on demand, to Union Bank of India, the said an amount of Rs 1 lakh without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed an amount of Rs1 lakh.
- 2) This Bank guarantee will be valid up to _____; and a claim period of one month thereafter and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.
- 4) At the end of expiry of the validity period, unless an action to enforce the claim under this guarantee is initiated before the court or Tribunal on or before 12 months after the expiry of the validity period, all your rights under this Bank guarantee shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Bank Guarantee irrespective of return of original Bank Guarantee.

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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

Annexure P - Letter for Refund of EMD**LETTER FOR REFUND OF EMD**
(To be submitted by the unsuccessful bidders)

Date :

The General Manager,
Union Bank of India,
CO, Procurement Department,
1st Floor Near Vidhan Bhawan
Nariman Point Mumbai - 400021.

We _____(Company Name) had participated in the RFP for the Appointment of consultant for carrying out the Evaluation of the Board of the Bank and we are an unsuccessful bidder.

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

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

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

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

Sign

Name of the signatory

Designation

Company Seal.

Annexure Q

Certificate for Waiver for MSE/NSIC Firms/Companies/Start-ups (on Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office at _____ has made an investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2024. 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/Company Name

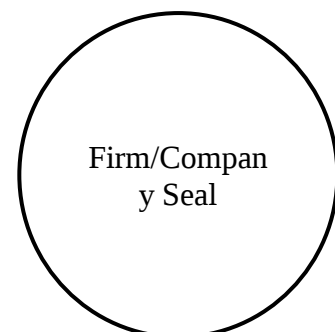
Signature

Name

Reg. No.

VID No.

-----XXXXX-----



Firm/Compan
y Seal

Annexure R - Team Profile

Profile of proposed Team Leader and other Senior Team Members	
Name	
Present Designation	
Qualifications	
Nationality	
Total Work experience	
Areas of expertise relevant to the RFP	
Role in the proposed project	
Tasks assigned	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished.

Annexure S - Proposed List of Key Personnel

Sl.No	Name	Age	Qualification	Experience relevant to RFP	Proposed Role in the Team
1					
2					

A list of key personnel to be deployed for the project to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need.

Signature of the Authorized SignatoryName:

Designation:

Name of the Consulting Firm:Address:

Note:

The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial / support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.