

RFP DOCUMENT



Request For Proposal (RFP) for Engagement of Consultant for Designing and Developing Bank's Annual Report

RFP Reference No.: UBI/BS/ISD/AR//2021-22/01 Dated: 01.04.2022

Issued by:

Union Bank of India
Investor Services Division,
Board Secretariat,
Union Bank Bhavan, 12th Floor, Central Office,
239, Vidhan Bhavan Marg, Nariman Point,
Mumbai – 400021, Maharashtra.

**RFP Cost : Rs.5,900.00 (Rupees five thousand nine hundred only
including GST @ 18% on Rs.5,000/-)**

Earnest Money Deposit [EMD] : Rs.15,000/- (Rupees fifteen thousand only)

Disclaimer

This RFP document has been prepared in good faith. No representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Union Bank of India or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. This RFP document does not constitute nor it should be interpreted as an offer by Union Bank of India, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Union Bank of India and the Bidder.

The information contained in this RFP document or any information provided subsequently to the bidder(s) whether verbally or in documentary form, by or on behalf of the Bank, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

Union Bank of India reserves the right of discretion, but without being under any obligation to do so, update, amend, supplement, change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website www.unionbankofindia.co.in and government portal www.eprocure.gov.in it will become part and parcel of this RFP.

The information contained in this RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. The information provided by the Bidders in response to this RFP document will become the property of the Bank and will not be returned. The Bank reserves the right to amend or reissue this RFP document and all amendments will be advised to the Bidders and such amendments will be binding on them.

The Bank also reserves its right to accept or reject any or all the proposals received in response to this RFP Document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding to all the bidders.

INDEX

Sl. No.	Index	Page No.
	Disclaimer	2
1	Overview	5
2	Definitions	5
3	Purpose of RFP	6
4	Eligibility and Technical Criteria	6
5	Cost of Bid document	7
6	Scope of Work	7
7	Clarifications and amendments on RFP	7
8	Contents of Bid documents	8
9	Earnest Money Deposit (EMD)	9
10	Bid preparation and submission	9
11	Deadline for submission of Bids	11
12	Modification and withdrawal of Bids	11
13	Period of validity of Bids	12
14	Bid integrity	12
15	Bidding process/ opening of technical Bids	13
16	Technical Evaluation	13
17	Evaluation of price Bids and Finalization	14
18	Contacting the Bank	15
19	Award criteria	15
20	Power to vary or omit work	15
21	No waiver of Bank's rights or successful Bidder's liability	16
22	Contract amendment	16
23	Bank's right to accept any Bid and to reject any or all Bids	17
24	Penalties	17
25	Right to verification	17
26	Purchase price	17
27	Right to Audit	17
28	Sub-contracting	18
29	Validity of agreement	18
30	Limitation of liability	18
31	Confidentiality	19
32	Delay in Consultant performance	19
33	Obligations of the Selected Consultant	19
34	Patent/Intellectual Property Rights	20
35	Liquidated damages	21
36	Conflict of interest	21

Sl. No.	Index	Page No.
37	Fraud and corrupt practices	23
38	Termination for default	26
39	Force majeure	27
40	Termination for insolvency	28
41	Termination for convenience	28
42	Disputes/ Arbitration (Applicable in case of successful Bidder only)	28
43	Governing language	29
44	Applicable law & Jurisdiction	29
45	Taxes and Duties	29
46	Tax deduction at source	29
47	Exemption of EMD	30
48	Notices	30
49	Terms of payment	30
50	Other Information	31
	Schedule of Events	32
Annexure-A	Bid form (Technical Bid)	35
Annexure-B	Bidder's Eligibility criteria	39
Annexure-C	Technical & Evaluation Criteria	41
Annexure-D	Details of key personnel	42
Annexure-E	Bidder details	43
Annexure-F	Scope of work	44
Annexure-G	Commercial/ Price Bid	46
Annexure-H	Techno-Commercial Evaluation	47
Annexure-I	Penalties	48

Overview

1. About Union Bank of India :

Union Bank of India ('the Bank' for short) a body corporate constituted under Banking Companies Acquisition and Transfer of undertakings Act 1970, has its Central Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400021, Maharashtra. It is one of the leading public sector banks of the country. The Bank is a listed entity and the Government of India holds 83.49% of the Bank's total paid-up capital. The Bank is having pan India presence of more than 9300 Branches, 125 Regional Offices and 18 Zonal Offices situated across the States serving over 120 million customers with more than 75000 employees. The Bank has 3 overseas branches at Hong Kong, Dubai International Financial Centre (UAE) and Sydney (Australia), 1 banking subsidiary at London (UK), 1 banking joint venture in Malaysia, 1 representative office in Abu Dhabi (UAE), 3 para-banking subsidiaries and 3 joint ventures. The Bank is first large public sector bank in the country to have implemented 100% Core Banking Solution. Also, Corporation Bank and Andhra Bank were amalgamated into Union Bank of India with effect from 01.04.2020. The Bank's total business as of 31st March 2021 stood at Rs.15,77,490 crore comprising Rs.9,23,806 crore deposits and Rs.6,53,684 crore of advances. The Bank has received several awards and recognition for its prowess in technology, digital banking, financial inclusion, MSME and development of human resources.

2. Definitions:

- a. "Bank" means unless excluded by and repugnant to the context or the meaning thereof, shall mean "Union Bank of India", described in more detail in paragraph 1 above and which as invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- b. "RFP" means Request for proposal for Engagement of a Consultant to Design and Develop the Bank's Annual Report.
- c. **"Consultant/Agencies", "Firm", "Company", "Applicant", "Bidder"** means an eligible entity/firm submitting their bid/proposal for providing services to the Bank in accordance with this RFP and in response to this RFP.
- d. **"Proposal" or "Bid"** means the written reply or submission of the response to this RFP.
- e. "Bidder" shall mean any entity (i.e., juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and is willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the necessary information as desired in this bidding document (Request for Proposal). Consortium bidding is not permitted under this RFP.
- f. **"Contract/Agreement"** means the agreement signed by successful bidder and the Bank at the Conclusion of bidding process, wherever required and as approved by Union Bank of India (including all attachments and appendices thereto and all documents incorporated by

reference therein) to be executed between the Bank and the selected/successful bidder as per this RFP, for providing the services as per the terms and conditions of this RFP and as approved by the Union Bank of India.

- g. **“The Contract Price/Project Cost”** means the total price payable to the Consultant over the entire period of Contract for the full and proper performance of its contractual obligations.
- h. **“Services/Assignment/job”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include the provision of technical assistance, training, certifications, auditing and any other obligation of the Consultant covered under this RFP.
- i. **“Day”** means English calendar day.
- j. **“Selected Bidder / Consultant / Supplier / Contractor / Service Provider / Selected Consultant / L1 Bidder”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid and commercial bid has been accepted and who has been declared as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank, subject to compliance to all the Terms and Conditions of the RFP etc.

3. Purpose of RFP :

Union Bank of India (“the Bank” for short) is looking forward to engaging a consultant for designing and developing/preparing the Bank’s Annual Reports related to 3 financial years (FY2021-22, FY2022-23 and FY2023-24) subject to **annual review** by the Bank and if performance is found satisfactory, the contract will be renewed for further period annually, at Bank’s discretion. The designing and developing/preparing the Bank’s Annual Reports will be as per the latest applicable laws of India and in accordance with the statutory and regulatory guidelines/framework issued by SEBI, MCA, DFS, ICAI, ICSI, RBI, Govt. of India, etc. from time to time.

4. Eligibility and Technical Criteria :

Only those Bidders who fulfill the eligibility and technical criteria mentioned in **Annexure B** and **Annexure C** are eligible to respond to the RFP. The Bidders must submit the documents substantiating eligibility criteria and offers received from the Bidders who do not fulfill any of the eligibility criteria mentioned are liable to be rejected.

No bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be. The successful bidder(s) shall mandatorily enter into a **Service Level Agreement (SLA)** and **Non-Disclosure Agreement (NDA)** as per Bank format and terms and conditions mentioned therein, with the Bank, within 7 working days of the award

of the tender or within such extended period as may be permitted by the bank for a period till the tenure of the contract. The format will be shared with the successful bidder post receipt of order acceptance.

Companies/Firm registered in India only be permitted under this RFP to participate in the bidding process.

5. Cost of Bid document

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

6. Scope of Work :

As given in the **Annexure – F** of this RFP.

7. Clarification and amendments on RFP :

- i. The Bidder requiring any clarification of the bidding Document may notify the Bank in writing at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. Bidders may request clarifications on any clause of the RFP before the closing date of submission of the RFP. Any such request for clarification must be sent via email to investorservices@unionbankofindia.com before the stipulated date. All such queries by e-mail should be received on or before the time stipulated for the said purpose in the Time Schedule for RFP process. The Bank shall clarify all such queries by e-mail to individual queries or may publish the same on its website. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of an offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should the Bank deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para iv below.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders as per the sole discretion of the Bank.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or

in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by an amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties / Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank-, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. The Bank also reserves the right to rescind or reissue the RFP.

- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded to/acted upon.

8. Contents of Bid documents:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information and all the documents provided/submitted by the Bidders in response to this RFP will become the property of the Bank and will not be returned to the bidders. Incomplete information in Bid document may lead to non- consideration of the proposal.
- v. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and/or any addenda/corrigenda or clarifications issued in connection thereto.

9. Earnest Money Deposit (EMD) :

- i. The Bidder shall submit an EMD of Rs.15,000/- (Rupees Fifteen Thousand only) for the validity period of 03 years.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order, issued by a Scheduled Commercial Bank in India, other than Union Bank of India, drawn in favour of "Union Bank of India" payable at Mumbai. In case, the Union Bank of India is the sole Banker for the Bidder, a Letter of Comfort from the Union Bank of India would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 4 weeks from the date of Bid finalisation.
- vi. No interest is payable on EMD.
- vii. The EMD may be forfeited: -
 - a. if a Bidder withdraws its Bid during the period of Bid validity specified in this RFP; or
 - b. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to the signing of Contract; or
 - c. if the successful Bidder fails to sign the contract or furnish Demand Draft/Pay Order, within the specified time period in the RFP/Work Order/Offer letter.
- viii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.
- ix. A Concession as per Micro, Small and Medium Enterprises Development (MSMED) Act will be extended to eligible MSE Consultants.

10. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelopes is to be prominently marked as **'Technical Proposal for Engagement of Consultant for Designing and Developing the Bank's Annual Report: RFP Reference No. UBI/BS/ISD/AR/2021-22/01 dated: 01.04.2022.'** This envelope should contain the following documents and should be properly sealed:
 - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
 - (b) Earnest Money Deposit (EMD) as specified in this RFP.
 - (c) All other annexures as attached in RFP.
 - (d) A letter on Bidder's letter head: -

- (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder,
- (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP,
- (iii) Confirming that the Bidder has quoted for all the items/Services mentioned in this RFP in their commercial Bid,
- (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP, and
- (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B**, technical eligibility criteria on the lines of **Annexure-C** and details of key personnel on the lines of **Annexure - D**.
- (e) Bidder's details as per **Annexure - E** on Bidder's letter head.
- (f) Audited balance sheets and profit and loss account statements for last four financial years.
- (g) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- (h) Presentation in the form of PPT in a pen drive as well as hard copy (print).
- ii. A second sealed envelope prominently marked as **Commercial Proposal for Engagement of Consultant for designing and developing the Bank's Annual report RFP Reference No. UBI/BS/ISD/AR/2021-22/01** dated 01.04.2022. This envelope should contain only the **Commercial Bid** strictly on the lines of **Annexure - G**. Prices are to be quoted in **Indian Rupees** only.
 - a. Bidders may please note that: The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
 - b. A soft copy (Word format) on a pen drive (excluding the price bid) should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on pen drive.
 - c. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
 - d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - e. The Bid document shall be complete and in accordance with various clauses of the RFP or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp/seal of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
 - f. Bids are liable to be rejected if only one (i.e. either Technical Bid or Price Bid) is received.
 - g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- h. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- j. The Bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid only if these are initiated by the person signing the Bids.
- n. The Bank reserves the right to reject Bids not conforming to the above.
- o. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- p. All the envelopes shall be addressed to the Bank and delivered at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- q. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- r. Bank's decision on opening and further processing of bids irrespective of the minimum number of bids received, will be final and binding on all the bidders.

11. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of the Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. Modification and withdrawal of Bids :

- a. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids. In the

event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.

- b. A withdrawal notice may also be sent by e-mail, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. Period of Validity of Bids:

- a. Bids shall remain valid for 180 days from the date of last date of bid submission. Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such a case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period with or without modification in the terms and conditions, if considered, necessary.
- d. Once a contract Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable.

14. Bid integrity :

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become the property of the Bank. The Bidders shall be deemed to license and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation, to disclose the contents of submission for regulatory and legal requirements and to disclose and/ or use the contents of submission as the basis for RFP process.

15. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders. The Bank may, at its sole discretion decide to open the bid in the virtual presence of the representative of the bidders. The link for the same shall be provided to the bidders through email or updated on the Bank's corporate website (www.unionbankofindia.co.in) under UBI → Tender/Empanelment (<https://www.unionbankofindia.co.in/english/tender.aspx>).
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After the opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the services proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non- conformity.

16. Technical Evaluation

Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The Bank will reject the bid determined as not substantially responsive.

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing/email and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after the bid submission date.

The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.

17. Evaluation of Price Bids and Finalization:

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. Marks will be awarded to the bidders as per **Annexure - H**.
- iii. The bidder will be selected on the basis of the technical evaluation and commercial bid for award of contract.
- iv. All the bidders who score at least 10 marks out of 70 marks in the Technical evaluation will have to give a presentation in front of a committee constituted by the Bank at a given date and time. All the presentations will be evaluated by the committee constituted by the Bank for the limited purpose of determining the suitability of the bidder. However, the presentation which is not found up to the mark in the opinion of such committee will not be accepted and the price bid of such bidders may not be allowed to be opened. The decision of the committee will be final in this regard.
- v. The commercial bid of only the bidders, who score a minimum of 10 marks out of 30 in the Technical evaluation and recommended by the designated committee will be opened.
- vi. The final score of the bidders will be awarded based on the Techno Commercial Evaluation as per **Annexure-H**.
- vii. The Consultant with the highest Score as per **Annexure-H** will be selected.
- viii. Where two or more bidders score the same marks, the bidders having longer length of experience among them will be treated as successful bidder.

18. Contacting the Bank:

- i. No Bidder shall contact the Bank in any manner on any matter relating to its Bid, from the time of opening of Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

19. Award Criteria:

- i. Bank will notify successful Bidder in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit a Non-disclosure Agreement as per Bank's format, Demand Draft/Pay Order of EMD amount and validity till the discontinuation of the contract together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- v. Until the execution of a formal contract/ SLA as per Bank's format, the Bid document, together with the Bank's notification of award and the Selected Consultant's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vi. The Bank reserves the right to amend the terms and conditions of the Contract as well as stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- vii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG as well as blacklisting/debarment of the bidder from any of the Bank's future RFP/Tenders.
- viii. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the

provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in a reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

21. No Waiver of Bank Rights or Successful Bidder's Liability:

A Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of the Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the Bank against the successful bidder.

22. Contract Amendments:

No variation in or modification of the terms of the Contract post execution shall be made, except by written amendment(s), agreed upon and signed by the parties.

23. Bank's Right to Accept Any Bid and to Reject Any or All Bids:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

24. Penalties:

As mentioned in **Annexure - J** of this RFP.

25. Right to Verification:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the bid/tender document and to inspect the Bidder's establishment, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. Bank may also seek additional documents in support of the statements made by the bidder in the required RFP/ other documents.

26. Purchase Price:

- i. Total consolidated fees for all services to be provided by the bidder in terms of the RFP is to be quoted by the bidders in the commercial Bid.
- ii. The applicable TDS or any such statutory dues as applicable will be deducted at the time of payment of invoices.
- iii. Terms of payment are given in Part-II of this RFP document.
- iv. Prices payable to the Consultant as stated in the Contract shall be firm and not subject to adjustment during the performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- v. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, etc. or the benefit of discounts, if any, announced in respect of the cost of the items for which orders have been placed during that period.

27. Right to Audit

Service Provider agrees that whenever required by the Bank, it will allow to inspect its records and furnish all relevant information, records/data to the Bank/ SEBI/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

28. Subcontracting:

As per scope of the RFP, subcontracting is not permitted.

29. Validity of Agreement:

The Agreement/ SLA will be valid for the period of three years. The Bank reserves the right to terminate the Agreement anytime as per the terms of RFP/Agreement.

30. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event bidder shall be liable for damages to the Bank arising under or in connection with this RFP/Contract for an amount exceeding the total Cost of the Project. The Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - a) Claims that are the subject of indemnification pursuant to Intellectual Property Rights (IPR) infringement/third party IPR infringement,
 - b) Damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Regulatory or statutory fines imposed by a Government or Regulatory Consultant for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of sub-clause (iii) (b) herein above **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this RFP/Contract and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property,

harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

31. Confidentiality:

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and its competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the work order/purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service provider's performance under the Contract, if so, required by the Bank.

32. Delay in the Consultant Performance:

- i. Services shall be made by the service provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery and performance of Services, the service provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the service provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend the service providers' time for performance, in which case, the extension shall be ratified by the parties.
- iii. Any delay in performing the obligation/ defect in performance by the service provider may result in imposition of the penalty, liquidated damages, forfeiture of EMD amount and/or termination of the contract (as laid down elsewhere in this RFP document).

33. Obligations of the selected Consultant (Successful Bidder):

- i. The service provider is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and exercising all means available to achieve the performance specified in the Contract.

- ii. The service provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The service provider shall abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Consultant's negligence. The Consultant shall pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The service provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. The service provider shall treat as confidential all data and information about Union Bank of India, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement'.

34. Patent Rights/Intellectual Property Rights:

- i. Service Provider agrees that all data or information supplied by the Bank to Service Provider and/or the consultancy team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- ii. Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- iii. Subject to other terms and conditions of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this RFP.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Work Product by the Bank.
- vi. All Work Product prepared by the Service Provider in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and Service Provider agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by Service Provider. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- vii. In the event that Service Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

35. Liquidated Damages:

If the Consultant fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in part II (Schedule of Events, Sl. No. 12). Once the maximum deduction is reached, the Bank may consider termination of the Contract.

36. Conflict of Interest:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (EMD amount), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise. It is further clarified that:

- (a) Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.

- (b) Bidder shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a Bank, insurance company, pension fund or a public financial institution referred to in 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has a shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design, or technical specifications of the Project.

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

37. Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in the RFP.
- iii. Process or execution of the contract. Failure to do so would amount to violation.
- iv. Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- v. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - a. **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the

Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- b. **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declarations or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- c. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- d. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- e. **“Restrictive practice”/ “Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- f. **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

g. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

a. Holiday Listing (Temporary Debarment - suspension):

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in the procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

b. Debarment from participation including removal from empaneled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 40(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or

- Banning by Ministry/Department or any other Government agency;
 - Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
 - If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
 - Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
 - Any other ground, based on which the Bank considers, that continuation of Contract is not in the public interest.
 - If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.
- c. **Banning from Ministry/Country-wide procurements**
For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

38. Termination for Default:

- i. The Bank, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 30 (thirty) days sent to the service provider, may terminate the Contract in whole or in part for any of the following reasons:
 - a. If the service provider fails to deliver and perform any or all the Services within the period(s) specified in the RFP/ Contract/ SLA, or within any extension thereof granted by the Bank pursuant to conditions of contract or
 - b. If the service provider fails to perform any other obligation(s) under the RFP/contract; or
 - c. Laxity in adherence to standards laid down by the Bank; or

- d. Material discrepancies/deviations in the agreed processes and/or Services.; or
 - e. Violations of terms and conditions stipulated in this RFP.
 - f. On the happening of any termination event mentioned in the RFP/Contract.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the service provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the service provider shall be liable to the Bank for any increase in cost for such similar Services. However, the service provider shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the service provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in a timely manner and in proper format as per the scope of this RFP and shall also support the orderly transition to another Consultant or to the Bank.
- iv. During the transition, the service provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/Contract.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of contract or expiry of the term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another Consultant. In such a case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing Consultant is in breach of this obligation, they shall be liable for paying a penalty of **as provided in (Schedule of Events, Sl. No. 12)** on demand to the Bank, which may be settled from the payment of invoices or EMD amount for the contracted period.

39. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Consultant shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in the performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Consultant and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Consultant shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Contract by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

40. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the service provider, if the service provider becomes Bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

41. Termination for Convenience:

- i. The Bank, by a written notice of not less than 90 (ninety) days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive pro rata payment for the Services rendered (delivered) up to the effective date of termination.

42. Disputes / Arbitration (applicable in case of successful Bidder only):

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment, or breach of this contract), shall be settled amicably. If however,

the parties are not able to solve them amicably, either party (Union Bank of India or Consultant), may seek appropriate civil remedy with the competent civil courts located at Mumbai, India. The Consultant shall continue the work under the Contract during the pendency of the civil proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the civil court is obtained.

43. Governing Language:

The governing language shall be English.

44. Applicable Law & Jurisdiction:

The Contract/RFP shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of the competent civil courts at Mumbai.

45. Taxes and Duties:

- a. The selected consultant shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the service provider shall include all such taxes in the quoted price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Annexure-G).
- c. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- d. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Selected Consultant alone. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

46. Tax Deduction at Source:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Selected Consultant. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Selected Consultant from his responsibility to pay any tax that may be levied in India on income and profits made by the Selected Consultant in respect of this contract.
- ii. The Selected Consultant's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the

laws and regulations for the time being in force, and the Selected Consultant shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

47. Exemption of EMD:

Micro & Small Enterprises (MSE) units are exempted from payment of EMD.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and those are having MSE status, can claim exemption for EMD/ tender fee.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

48. Notices

Any notice given by one party to the other pursuant to this RFP/contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

49. Terms of payment :

- i. No advance payment will be made by the Bank. The Consultant will submit invoices on the completion of the activity for necessary settlement. The invoices should be submitted along with a list of work initiated /completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant.
- ii. The Bank will pay to the Consultant only and not to the any other sub-contractor/third party directly whose services would be utilized to implement any of Union Bank of India's related work.
- iii. The Tax and GST/VAT component shall be payable as applicable.
- iv. The Bank will make the payment within the period of 60 days after receiving the bill from the Consultant drawn as per terms of contract and completed in all respect.

50. Other Information :

- i. Photographs/ creative will be the property of Bank and the same are required to be handed over to the Bank.
- ii. The Consultant will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Union Bank of India will not be a party to any disputes arising out of copyright violation by the Consultant.
- iii. The Consultant will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. The Bank may assist the Consultant in this regard, wherever possible.
- iv. The Consultant will at no time resort to plagiarism. 'Union Bank of India' will not be a party to any dispute arising on account of plagiarism resorted to by the Consultant. The Consultant will indemnify Union Bank of India against any claim, laws, damages, etc. arising out of the Consultant having resorted to plagiarism or violation & IPR of any third party.

SCHEDULE OF EVENTS

SI No	Particulars	Remarks
1	Contact details of issuing department (Designation, Tel. No., Email id and address for sending any kind of correspondence regarding this RFP)	General Manager (Board Secretary) Union Bank of India, Board Secretariat, 12 th Floor, Central Office, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -400021 Email: investorservices@unionbankofindia.com Tel. No. 022-22896659 (10.30AM to 5.00PM)
2	Bid Document Availability including changes/ amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.unionbankofindia.co.in under the link Tenders/Empanelment from 01.04.2022 to 18.04.2022.
3	Last date for requesting clarification	Upto 03.00 PM on 08.04.2022. All communications regarding points /queries requiring clarifications shall be given by e-mail.
4	Clarifications to queries raised, if any	On 11.04.2022
5	Last date and time for Bid submission	On 18.04.2022 Upto 04:00 PM
6	Address for submission of Bids	The General Manager (Board Secretary) Union Bank of India, Board Secretariat, 12 th Floor, Central Office, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400021.

7	Date and Time of opening of Technical Bids	04:00 PM on 19.04.2022 Authorized representatives of Consultants may be present during opening of the bids. The Bank may at its sole discretion decide to open the bids through Virtual Meeting over Microsoft Teams/ through Virtual Conference. However, Bids would be opened even in the absence of any oral of the Consultant's representatives.
8	Date of Presentation	The bidders shall be advised separately through email for making their presentations on a subsequent date.
9	Opening of Commercial Bids	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid evaluation.
10	Earnest Money Deposit	Rs. 0.15 Lakh Concession as per MSMED Act will be extended to eligible MSE Consultants in terms of the RFP.
11	Liquidated damages	If Service Provider fails to perform any or all the Services within the stipulated time, schedule as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 0.5% of the total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum is reached, the Bank may consider termination of Agreement.

12	Transition Penalty (Refer Point No. 38 sub point no (vi)).	If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty at the rate of the 10% of contract value on demand to the Bank, which may be settled from the payment of invoices or EMD amount for the contracted period.
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.The dates mentioned above are subject to change and the bidder acknowledges that he/she cannot hold the Bank responsible for any revision in these dates. Bidders may choose to be present at the time of opening of bids. The shortlisted Bidders would be communicated the exact date and place of presentation and they should remain prepared for a presentation within a short notice. Bidders/respondents who wish to present for pre bid meeting or bid opening must possess a valid authorization letter.

BID FORM
[On Company's letter head]
(to be included in Technical Bid Envelope)

Date: XX.04.2022.

To,
The General Manager (Board Secretary)
Board Secretariat, Central Office,
12th Floor, Union Bank Bhavan,
Vidhan Bhavan Road,
Nariman Point, Mumbai – 400021.

Ref: RFP No. UBI/BS/ISD/AR/2021-22/01 dated 01.04.2022

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Consultant and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- The prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the services/items mentioned in this RFP in our price Bid.
- The rate quoted in the Price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in the RFP/Contract.

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.



5. Until a formal contract is executed (**Service Level Agreement**), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from the further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement. We also acknowledge the right of the Bank to reject our Bid/Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever
11. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants without incurring any liability to the Applicants. We further understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA/ SEBI or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form (**Service Level Agreement**) and we shall be jointly and severally responsible for the due performance of the contract.

14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of the bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
16. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Consultant of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
17. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
18. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affects our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
19. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of work order.
20. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019- PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
21. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
22. We hereby certify that none of ours and/or our partner's /Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of the RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the Consultant/service provider and forfeit EMD amount.

23. We hereby understand that any of the mentioned services can be withdrawn by the Bank by giving a notice of 15 days, any time during the contract period and no commercials for the service as per price discovery, will be paid by the Bank, subsequent to withdrawal of service.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of.....2022.

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company/ Firm

Note: Company to provide copy of the board resolution authorizing the signatory to sign the bid documents.

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

S. No.	Eligibility	Supportive documents required
1	The Bidder Should be a India based Company / firm of international repute / standing	A write up about the company / firm, its standing and past work done (not exceeding 2 pages). Copy of the Certificate of Incorporation issued by Registrar of Companies / firms and full address of the Registered office.
2	The bidder should be in existence for a minimum period of 5 years in India.	Certificate of Commencement of Business or any other certification related to the establishment of the business.
3	The bidder should have relevant experience of providing consulting assignments related to the preparation of Annual Reports of at least one reputed Nifty 200 company and should have undertaken the work of preparation of Annual Reports of at least one Banking company or BFSI during the last five years.	Letters from clients/ Copy of engagement letters/ contracts.
4	Bidder to have at least 6 (Six) nos. of qualified manpower for the assignment having experience in writing/preparing the Annual Reports and they should have proficiency in English and Hindi. The bidder shall provide along with the technical bid, details of Team members/experts to be deployed for the assigned job.	CVs of Team members/experts.
5	All bidders are required to submit an earnest bid money amount of Indian Rupees 0.15 Lakh only with their response to RFP.	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of Union Bank of India payable at Mumbai.
6	Past/present litigations, disputes, if any (Adverse litigations could result in	Brief details of litigations, disputes, if any are to be given on Company's letter head.

	disqualification, at the sole discretion of the Bank)	
7	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / any regulatory body etc., IBA, RBI, SEBI, TRAI, DOT, or regulator of any other country/ State or Central Government or their agencies/departments on the date of submission of bid for this RFP and anytime during the last three years. In case of merger /acquisition / purchase / takeover, this clause would apply to both the organisations. i.e., in case any one of the organisations is blacklisted, then the same would be applicable to both organisations.</p> <p>Any instance of non-completion of the project or termination of SLA by any entity due to non-performance of the Consultant for the reasons attributable to the Consultant/bidder or their respective partner, during last 3 years prior to the date of RFP, shall be treated as non-performance on the part of the bidder and its partner and such bidders shall not be considered eligible for implementation of the project.</p>	Bidder should specifically confirm on their letter head in this regard.

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. False compliances with respect to any of the minimum Eligibility/Technical criteria would disqualify the bidder from the RFP process. If a bidder is finally selected and at any stage during the term of the contract, if Bank finds the false certification for meeting the minimum eligibility/technical criteria, or the bidder is not eligible as per the minimum eligibility and technical evaluation criteria, Bank may debar/expel and blacklist the bidder and reassign the orders to other Consultants and Bidder will forfeit EMD amount.

Name & Signature of authorised signatory

Seal of Company/Firm

Technical Evaluation Criteria

The parameters for Technical evaluation:

Sl. No	Parameter for evaluation	MarkingCriteria	Minimum Marks	Maximum Marks
1.	Experience in designing, drafting, preparing of Annual Reports and developing Interactive sites for the same and allied activities for at least one or more Nifty 200 Companies (excluding Public Sector Banks/ Private Sector Bank/ BFSI).	5 Marks for each such company	5	30
2.	Experience in designing, drafting, preparing of Annual Reports and developing Interactive site for the same and allied activities for at least listed one or more Public Sector Banks/ Private Sector Bank / BFSI.	5 Marks for each Public Sector Banks/ Private Sector Bank/ BFSI.	5	30
3	Received reputed award like LACP, ARC for the Annual Report	5 marks for each award	-	10
	Total		10	70

Proof of engagement, Award Certificate copy (if applicable) should be submitted.

DETAILS OF KEY PERSONNEL

The team of professionals shall be comprised 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 services 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 the services subject to the approval of the Bank. The CV of each such Professionals, if any, should also be submitted.

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who will discharge their respective responsibilities as specified below:

Key Personal	Responsibilities

The above-mentioned Key Personnel possesses following qualifications and experiences:

Key Personnel	Educational Qualification	Length of Professional experience	Experience on eligible assignments

The Bank shall examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Bank.

(Signature of Authorised Signatory)

Name of the Authorised Signatory:

Company/ Firm Name:

Annexure - E

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1	Name and address of the bidder	
	Name, Mobile number and email of the bidder Consultant's contact official	
2	Address of Head office of the Consultant	
3	Date of Incorporation and / or commencement of business	
4	Certificate of incorporation (Yes/No)	
5	Brief description of the Bidder including details of its main line of business	
6	Company website URL	
7	Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> a. Name b. Designation c. Address d. Phone Number (Landline) e. Mobile Number f. Fax Number Email Address	
8	Details of Statutory registrations of the Consultant	

Scope of Work

The indicative scope of work is furnished below:

1. Preparation of Annual Report in 2 versions in diglot form in Hindi & English
 - i. Unabridged (Bilingual in Hindi & English)
 - ii. US Dollar (English only)
 - iii. Chairman's Speech
 - iv. Presentation to be shown before Annual General Meeting (AGM) of the Bank.
2. Further details of scope of work for two versions (size 27 cm x 21 cm) & the Chairman's Speech is furnished below:
 - i. Design of the cover pages.
 - ii. Identify the theme and presentation structure of the AR.
 - iii. Copy-write, edit, typeset, refine content towards uniformity and continuity of tone and style (except the Financial Result section).
 - iv. Proof-read both in English and Hindi.
 - v. The digital version of the reports must be disabled-friendly (visually impaired and hearing impaired) with the option for audio and mouse trail, text size and contrast scheme of the content.
 - vi. Provide full time two designers in our premises exclusively for 2 months or till the completion of all versions of Annual Reports, Chairman's Speech and Presentation to be shown before AGM of the Bank, whichever is later, for completing the work of compiling the draft report/Hindi Translation/ Proof reading in Hindi & English/setting of financials in INR & in the USD and all the corrections noticed by the concerned departments from time to time to be sent to our office.
 - vii. Art work, graphics, photographs, design and layout of the AR & Chairman's Speech.
 - viii. Develop interactive site, which should be completed within 1 month after finalizing of Unabridged Hindi and Unabridged English version of AR.
 - ix. End-to-end/concept-to-delivery coordination and supervision of the Bank's Annual Report.
 - x. Perform all other responsibilities and render all assistance as may be required for timely drafting & printing of AR.
 - xi. Any other work which may arise in relation to the timely drafting and printing of AR as required by the Bank.
 - xii. ESG/Sustainability Report/BRSR report preparation and necessary features mapping thereof with the assistance from the Bank.
 - xiii. Integrated Annual Report for the financial year 2022-23 onwards as mutually agreed upon.**
 - xiv. A print-ready version of all the reports will also be required.

3. The assignments will be completed in compliance with all regulatory prescription with the concept of value to stakeholders.
4. The service contract is for a period of 3 years subject to annual review. If the performance is found satisfactory, the contract will be renewed for further period of 2 years annually, at Bank's discretion.



Annexure - G

Commercial / Price Bid

The Commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Commercial Bid for Designing & Developing of Bank’s Annual Report (AR)”.

Name of the Bidder :

Sr. No.	Annual Report for Financial Year	Amount quoted in Rs. (excluding GST)
1	FY2021-22	
2	FY2022-23	
3	FY2023-24	
	Total consolidated amount quoted for FY2021-22, FY2022-23, and FY2023-24	

Note : Integrated Annual Report for the financial year 2022-23 onwards as mutually agreed upon.

We have gone through with the RFP (tender) document ref. no. UBI/BS/ISD/AR/2021-22/01 dated 01.04.2022 and the scope of work details for the Annual Report of the Bank for FY2021-22, FY2022-23 and FY2023-24.

Name & Signature of authorised signatory

Seal of Company

TECHNO-COMMERCIAL EVALUATION

Commercial/ Price bid of the bidder who qualifies the criteria of Technical Evaluation will only be opened and evaluated as under:

The final selection of the bidder will be done based on combined matrix of technical & financial score. Bank will give 70% weightage to technical score and 30 % weightage for commercial bid while comparing the commercial quote. The procedure is as under:

A “Score (S)” will be calculated for all qualified bidders using the following formula:

$$S = C\text{-low} / C \times (T / T\text{-high}) (1-X)$$

Where C stands for the Nominal Quote, C-Low stands for the price quote of the lowest nominal bid. T stands for technical evaluation score and T-High stands for the score of the technically highest bidder. X is equal to 0.3.

Parameters	Maximum Marks
Technical Proposal	70
Commercial/ Price Proposal	30
Total	100

For example:

Three Applicants namely A, B and C participated in the selection process and their technical scores are as under:

Sl. No.	Bidder	Technical Evaluation Marks (T)	Nominal Bid Price (C)	(C- low / C) * 0.3 30% weightage (a)	(T / T-high) * 0.7 70% weightage (b)	Score (S) = (a)+(b)
1	A	65	9,000	$(8000/9000) * 0.3 = 0.27$	$(65/65) * 0.7 = 0.7$	0.97
2	B	60	8,000	$(8000/8000) * 0.3 = 0.3$	$(60/65) * 0.7 = 0.65$	0.95
3	C	55	10,000	$(8000/10000) * 0.3 = 0.24$	$(55/65) * 0.7 = 0.59$	0.83

In the above example, **A, with the highest score becomes the successful Least Price bidder.** The price quoted by the Least Price bidder will be called ‘Least Price’.

Bank reserves the right to discuss the price with the finally short listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder, till the Least Price bidder declines to accept the offer.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

PENALTIES

If the selected bidder fails to perform services within the stipulated time schedule as advised by the Bank from time to time, Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalties, a sum equivalent to 2% of the total work order cost for delay of each week or part there of maximum upto 10% of the total work order price. Once the maximum is reached, Union Bank of India may consider termination of the contract pursuant to the conditions of contract/RFP.