



SUPPORT SERVICES DEPARTMENT,  
239, UNION BANK BHAVAN, NARIMAN POINT, MUMBAI - 400 021.  
MOBILE NO: +91 9326055429, 022-22892533

## REQUEST FOR PROPOSAL (RFP) DOCUMENT

DESIGN/COMPOSE, PRINT, BIND AND DISPATCH OF  
“ANNUAL REPORT FOR THE FINANCIAL YEAR 2021-22”  
with personalized E-voting cum attendance slip form for  
Shareholders are to be stuffed into Window Envelopes.

NOTE: This document contains 57 pages including this cover page

OWNER:

7<sup>TH</sup> FLOOR, SUPPORT SERVICES DEPARTMENT,  
CENTRAL OFFICE, UNION BANK BHAVAN,  
239, VIDHAN BHAVAN MARG,  
NARIMAN POINT,  
MUMBAI - 400 021.

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Following terms are used in the document interchangeably to mean:

1. RFP means this “Request for Proposal” document which includes the RFP response documents prepared by the Bidder and Submitted to Bank.
2. RA means “Reverse Auction” (E-Bidding process).
3. SD means “Security Deposit”.
4. Bidder means “Supplier/Contractor/Printer/Service provider/Vendor”
5. TO means “Technical Offer”.
6. MSME means - Micro, Small and Medium Enterprises.
7. Gol means - Government of India.
8. IP- Integrity pact.
9. EMD- Earnest Money Deposit

## **2. REQUEST FOR PROPOSAL**

Union Bank of India, invites technically complete and commercially competitive sealed offers in two bid systems from well established high quality commercial printers for Empanelment and Design/Compose, Print, Bind & Dispatch of “Annual Report for the financial year 2021-22” with personalized E-voting cum attendance slip to its share holders is to be stuffed into window envelopes.

Please visit our website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or Government portal [www.eprocure.gov.in](http://www.eprocure.gov.in) for details. RFP forms can be downloaded from the CPP Portal or Bank’s web site.

**Tender Ref.No. & Date** : **SSD/PTG/AR/01/2022-23 dated 21.04.2022**

*Date of Commencement of issue of RFPs* : **From 21.04.2022** during office hours or download in Bank’s website or Govt. of India portal.

*Last date for receipt of RFP queries* : **28.04.2022** till 12.00 hrs.

*Pre- Bid meet* : **29.04.2022** at 15.00 hrs.

*Last Date for Submission of Sealed Bids* : **06.05.2022** till 15.00 hrs.

*Date & time of opening of Technical Bids* : **06.05.2022** at 15.30 hrs.

*Place of opening of Bids* : Union Bank Bhavan, 239 Vidhan Bhavan Marg, 7<sup>th</sup> Floor, Support Services Department, Nariman Point, Mumbai - 400 021.

**Estimated Tender Value for 2.1 lakhs copies** : **Rs. 2.31 Crores**

**Fees for RFP document (non refundable)** : **Rs. 10,000**

**Earnest Money Deposit (Bid Security)** : **Rs. 7,00,000**

Bank reserves the right to change the dates, timings mentioned above or elsewhere in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank’s website. Bidders should check the Bank’s website, before submission of the proposal for corrigendum, if any.

**GENERAL MANAGER (SSD)**

1. The EMD is compulsory for all bidder/s. The Security deposit will be obtained only from the successful bidder. Only Mumbai based reputed printers who qualify the minimum selection criteria should apply.
2. The Security deposit & EMD each is reduced to arrived at 3% of the value of contract. Only Demand Draft and Pay order is accepted. The Bank is not liable to pay any interest on the EMD & Security deposit.
3. The bidders must use only the RFP forms issued for the purpose. Intimation of RFP quoted by letter, Fax and e-mail etc will not be acceptable.
4. Bidder are advised not to make any alteration/modification in the RFP documents, Item of work or in any respect whatsoever. Violation of this requirement will make the RFP liable for rejection.
5. Every page of the RFP documents should be signed by the authorized Director/Proprietor/Partner submitting the RFP in token of his/her having acquainted himself/herself with the General and Special Conditions of Contract, Specifications, Purchase orders, Certificates, IT returns, Balance sheets, Annexure/s as laid down. Any RFP with any of the documents not so signed will be subjected to rejection.
6. The bidder has to ensure that Bid along with the relevant documents is reached well before the aforementioned date and time and the same is to be dropped in the Tender Box on 7<sup>th</sup> Floor, Support Services Department, Union Bank Bhavan, Nariman Point, Mumbai - 400 021 only. No consideration will be given to the RFP received after stipulated time.
7. Union Bank of India shall not be bound to accept the complete bid submission and reserves the right to accept or reject any or all the RFPs without assigning any reason whatsoever.
8. The queries and clarification if any are to be forwarded on email on or before **28.04.2022**, 12:00 Hrs as under:  
[arul.perumal@unionbankofindia.com](mailto:arul.perumal@unionbankofindia.com).

#### DISCLAIMER

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

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Union Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

**“INTEGRITY PACT (IP):**

Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for value of ₹ 1.50 Crs. not accompanied with signed IP by the bidders alongwith the technical bid, the offers shall be summarily rejected.

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

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

1. Dr. Meeran Chadha Borwankar, IPS (Retd.),  
e-mail: mcborwankar@gmail.com
2. Smt. Bharathi Sivaswami Sihag, IAS (Retd.),  
e-mail: bsihag@hotmail.com

**It may kindly be noted that all clarification/query/status with respect to tender may be forwarded to the following officer and not to IEMs except query related to Integrity Pact:**

Mr. Arul Kumar Perumal

Chief Manager

Mobile No.: +91 9326055429, 022-22892533

E-mail: arul.perumal@unionbankofindia.com

**GENERAL MANAGER (SSD)**

### 3. INSTRUCTIONS

#### 3.1 INTRODUCTION:

Union Bank of India (Hereinafter to be referred as THE BANK) is one of the largest public sector Bank in India and has branches geographically located all across the country. The Bank invites technically competitive and commercially complete sealed offers from the Company/firm/LLP based in Mumbai and Suburb/nearby districts. The scope of work is to Design/compose, printing, binding & dispatch of “Annual Report” of the Bank for the F.Y 2021-22.

#### 3.2 ELIGIBILITY CRITERIA:

This invitation of Bids is open to all eligible Mumbai (and nearby districts) based commercial, reputed, experienced Annual report Designing, Printing, Binding and Dispatch printers having in-house designing, printing, personalizing, finishing, binding, post-delivery & Storage/Ware house, Postal license facility at their Mumbai and suburb units, provided they meet the minimum selection/qualification criteria as mentioned in **Annexure- VI**. Only those vendors who fulfill all the criteria are eligible to respond to the RFP. Offers received from the vendors who do not fulfill all, or any, or part, of the listed eligibility criteria is liable to be rejected.

The *eligibility criteria* has been set keeping in mind the requirements of the Bank for printing of Annual Report and dispatch to Share holders situated PAN India in a time bound manner. Since the Product quality and timely services offered by the Successful bidder/s will have a direct impact/bearing on the reputation of the Bank, bidders need to have a proven track record, eligibility criteria is given in **Annexure -VI**.

***Vendor must comply with all the mentioned minimum qualification criteria in Annexure-VI. Non-compliance of any of the criteria will entail rejection of the offer summarily. No further correspondence will be entertained in this case.*** Self certified Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made as mentioned. The Bank reserves the right to verify / evaluate the claims made by the vendor independently.

### 4. SCOPE OF WORK

The scope of work is to design, print, Bind and deliver the “Annual Report for the financial year 2021-22” with e-voting forms and notice of the meeting to its shareholders.

4.1 To compose/design, page/print setting, printing, print finishing, perfect binding, packing, insertion into envelopes and dispatch of “Annual report for F.Y 2021-22” along with E-voting form to shareholders of the Bank.

4.2 To complete printing of 2,10,000 sets and each set will contain Annual Report, e-voting form alongwith window envelope within 7 days after the content is approved by concerned

department/verticals for dispatch.

4.3 To complete the dispatch of Annual Reports by Book Post Parcel / Courier to various destinations as per bank's requirements/instructions within 14 days after the content is approved by concerned department/verticals.

4.4 Bank will provide data of Shareholders i.e. name, postal address, Folio No./DP ID, e-Voting Sequence Number (EVSN) for over printing on e-Voting forms.

## **5. GUIDELINES OF BIDDING**

### **5.1 BIDDING DOCUMENT:**

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

### **5.2 AMENDMENT OF BIDDING DOCUMENTS:**

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's website ([www.unionbankofindia.co.in](http://www.unionbankofindia.co.in)) and shall remain binding on all the interested bidders. In order to provide prospective bidder a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the last date for submission of bids.

### **5.3. CONTACTING THE BANK:**

Any effort by a bidder to influence the Bank in evaluation of the Technical bid, bid comparison or contract award decision or doubt raised on cartel formation by bidders at any stage of tendering process, may result in the rejection of the bidder's bid. Bank's decision will be final and without prejudice and will be binding on all parties.

### **5.4. PERIOD OF VALIDITY OF BIDS:**

(i) The bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

(ii) Bids shall remain valid during 1<sup>st</sup> May 2022 to 30<sup>th</sup> July 2022. The Bank may extend the period and  
Reference No. [SSD/AR/01/2021-22](#)

agreed rate after reverse auction by further one month. i.e. upto 30<sup>th</sup> August 2022

(iii) The Bank reserves the right to call for fresh quotes at any time during the validity period, if considered necessary. The Bank's decision is final under all circumstances.

#### 5.5. BIDDER PARTICIPATION:

The person/s who is proprietor / Promoter/ partner or having interest in one company participating in the bid process should not be director / partner / proprietor / promoter of another company or having interest in another company participating in the bid process.

#### 5.6. LAST DATE FOR SUBMISSION OF BIDS:

Bids must be submitted on or before the specified date and time mentioned in the Bid Document. In case of the specified date for submission of bids being declared a holiday to the Bank, the bids will be accepted up to the specified time on the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidder, previously subject to the deadline, will thereafter be subject to the extended deadline.

Any change in date or time will be displayed on the Bank's website and no separate notice on Govt. Portal will be sent. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on the next working day.

#### 5.7 DOCUMENT FEES, EMD and SECURITY DEPOSIT/PERFORMANCE SECURITY:

- (i) The Document fees and EMD is compulsory for all bidder/s. The value of Rs. 10,000 as Document fees and Rs. 7,00,000 towards EMD of DD/Pay order favoring M/s. Union bank of India is to be attached along with tender document. The Security deposit will be obtained only from the successful bidder. Mumbai and suburb based reputed printers who are eligible on minimum selection criteria are eligible to apply.
- (ii) The Security deposit & EMD each is arrived at 3% of the estimated value of contract. Only Demand Draft and Pay order favoring M/s. Union Bank of India is accepted. The Bank is not liable to pay any interest on the EMD & Security deposit.
- (iii) The lien marking is not permitted. Bank is not liable to pay any interest towards the security deposit.
- (iv) MSME registered under single point registration scheme of NSIC may be exempted from payment of cost of RFP. For this purpose bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit. However, the exception is only for tender document fees.

MSME & NSIC certificate copies and EMD amount as mentioned above is to be attached along with tender documents in separate sealed cover/envelope by Demand Draft or Pay order.

- (v) If the MSME bidder is successful as L-1 bidder after reverse auction and then Security Deposit in the form of Pay order or Demand Draft as per the RFP document shall be submitted.
- (vi) Any bid not accompanied by tender document fees & EMD amount, as above and proof of exemption under point no. (iv) above, will be rejected by the bank, as non-responsive.

**The Performance security/Security deposit may be forfeited:**

If the Bidder withdraws his bid during the period of bid validity specified in this RFP.

or

If the Bidder makes any statement or submit information which turns out to be false / incorrect at any time prior/post of issuing Work/Purchase order.

or

If the bidder fails to furnish security deposits or is there any benefit of doubt of formation of cartel by bidder/s.

or

If the bidder backs out or do not accept the work order after being declared L-1 bidder.

or

If the Bidder fails to sign/execute the contract in accordance with this RFP or bidder further demands relaxation in RFP.

or

In the event of breach of contract by the printer/supplier/contractor, while executing the contract.

or

If the bidder refuses to accept the corrections of error calculated in accordance with the provisions of the bidding documents, its bid shall be rejected and its EMD shall be forfeited.

## **6. BIDDING PROCESS**

The offer will be in two parts - Technical and Indicative Price/Commercial Bid. Both the bids must be submitted at the same time in *separate sealed covers*. “Annual Report 2021-22- Technical Bid” in one cover and “Annual Report 2021-22- Commercial Bid” to be submitted in different cover. These two covers should be packed in another sealed envelope. All the envelopes should indicate label of name, address and email ID of the Bidder.

The Envelopes/covers should be addressed to The Asst. General Manager, Support Services Department, 7th Floor, Union Bank Bhavan, Nariman Point, Mumbai - 400 021.

## 6.1 TECHNICAL BID:

To be superscripted as “Technical bid for Annual Report 2021-22” and shall contain following information / documents:

1. The Application fee & EMD to be submitted in separate sealed cover/envelope (Refer page No.3) in the form of Pay orders/Demand drafts only.
2. Bidder’s Bio-data as per Annexure-I.
3. CA certified audited financial statement for four financial years i.e. 2018-19, 2019-20, 2020-21 & 2021-22. In case audit of 2021-22 is not completed then CA certified Provisional financials should be enclosed. 3 out of 4 financial years in profit is sufficient for qualification.
4. Self declaration on the firm/company’s letter head as per Annexure - II.
5. Stock and Samples of the Paper/Card/ Envelopes and respective Brand duly signed by authorized person/Bank officials and stamped.
6. All RFP annexure should be on bidder’s Letter head duly stamped & signed by Proprietor/Partner / Director of bidder on each page.
7. Each page of all related documents including RFP & Technical Bid should be duly signed by the Proprietor/Partners/Directors with date and seal of the bidder.
8. Any alteration / cutting on mistakes should be properly authenticated / signed.
9. The Technical offer (TO) should be complete in all respects and contain all information asked for in this document.
10. It is mandatory to submit the technical details in the prescribed formats duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a Technical offer (TO) in case of non-submission or partial submission of technical details. Bank may ask the vendor to furnish the support documents if required.
11. The Technical offer (TO) must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.
12. The vendor should agree and confirm to the terms & conditions specified in the RFP. The vendor is advised not to specify or mention any other terms and conditions, as the Bank may take such conditions as deviations/non-conformity with the RFP terms.
13. The prices in any form or by any reasons should not be disclosed in the technical offer or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
14. Letter of authority for participation in Reverse auction (Annexure -VI & VII), signed by Vendor’s authorized signatory of bidder on each page.

## 6.2. OPENING OF TECHNICAL BIDS:

All the bids will be opened at the date, time and locations mentioned in RFP (as per timelines mentioned above). In the first stage, only TECHNICAL BID will be opened and evaluated. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. No separate intimation will be given in this regard to the vendors, for deputing their representatives. Only one representative of the vendor can be present for the opening of the Technical Offers.

### 6.3 TECHNICAL EVALUATION:

Technical evaluation will be done only for those bidders who fulfill all eligibility criteria. The Bank will not rely only on the vendor's response and may cross-check from other source. The Bank's decision on satisfactory level will be binding on all Bidders.

Technical evaluation may include machinery details, evaluation on bidder document and site visits to shortlisted bidders/suppliers with comparable configurations. The bid may be rejected in case of any adverse findings.

Bank would shortlist the vendor(s) based on Technical evaluation. Bank reserves the right to reject any offer and all proposals without assigning any reason whatsoever.

Those Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be declared technically qualified and will be eligible for commercial stage of evaluation.

There will not be any separate communication from Bank to the Bidder's who do not qualify in RFP terms & eligibility criteria on technical evaluation.

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

### 6.4 PAYMENT:

Bills for payment must be presented along with dispatch details to the Bank. The Payment will be released against GST Invoices submitted. The dispatch data as required by Bank is to be submitted after delivery of Annual report.

### 6.5 PENALTIES:

The Bank may impose financial penalties in addition to black listing the printer for following reasons:

1. Not adhering to the delivery schedule.
2. Mistakes in Printing, Binding, Seriating, Variable/personalized data printing on E-voting form, packing & dispatch of the Annual reports.
3. Bad execution in process and deficiencies in quality of printing.
4. Printing not according to bank's contents and instructions. The colour scheme and specification of paper/card is not as per Bank's specifications. Any wrong shade/code of Inks was used for

printing of Annual reports.

5. Flouting bank's instructions in respect of safe and secure transport of stuffed Annual report along with e-voting forms to shareholders.

6. No of complaints in dispatch to shareholders copy.

7. In case the L-1 printer has compromised with or non binding to point no. 1 to 6 then blacklisting of their unit as deemed fit, for 2 or 3 years.

8. In case of rejection of any consignments on account of any reason, no payment for the said quantity shall be made and penalty charged by external agencies will be recovered from the printer.

9. The successful bidder shall indemnify for the financial /reputation loss that may arise out of the misrepresentations, concealment of facts, defects/inferior in product or any reason that may result in blacklisting of the bidder for malpractices or for any kind of misconduct or anything done resulting in third party claim, litigation, litigation arising from labour related issues/disputes, penalty, fees, charges, cost, expenses to bank.

## 6.6 TERMINATION CLAUSE:

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Bid Security given by the selected bidder.

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

The timelines for termination is based on severity of errors under high, low, medium classification of risk.

- I. Submission of false particulars/fake documents for securing this contract or empanelment with bank.
- II. Information provided to Bank is found to be incorrect.
- III. Evidence of Sub-contracting of assigned work.
- IV. Applicant becomes insolvent, bankrupt; resolution is passed for the winding up of the applicant's organization.
- V. Significant changes to the organization leading to change of Management, or in the course being conducted, are not notified by Bank.
- VI. Non co-operation during audits/inspections for bank officials.
- VI. Conditions arising from audits are not met within the specified time.
- VII. Non-adherence to the Bank's maintenance of Confidentiality viz. safety of soft & hard data of instrument/customer data etc.
- VIII. Poor quality of IT security, Data security and demographics data.
- IX. Poor performance reports/Complaints received against the Service Provider.
- X. Usage of CCTV/Biometric/USBs/Storage Devices/diskettes/CDs etc., which are not approved by Bank.
- XI. Deploying Enrolment of machine/equipment operators/supervisors/data handlers/ IT

personal who either do not have or collected by vendor about their background screening & past experience and other records.

XII. Mismanagement of the units/centers, poor performance reports from all your units inclusive of Head office/ main units reported by visiting officials.

XIII. Not maintaining the confidentiality of the documents, data collected/ data transfer or any other violation of Bank's /ISMS data security guidelines.

XIV. Soliciting information outside the scope of work.

XV. If the Bank in its sole discretion and for any adverse reasons whatsoever decides to terminate this contract due to above reasons.

In the event of termination of the Agreement in whole or in part for the area of service rendered, the Service Provider shall be entitled to receive payment for the services rendered/delivered upto the effective date of termination.

The bank may at any time terminate the Agreement without written notice to Service Provider, if service provider becomes bankrupt or otherwise insolvent or under liquidation. In event termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the Bank on payment to the Service Provider for the services rendered.

In the event of termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information breach of confidentiality, security or demonstrable deterioration in quality of services or information pertains to or relating to the Bank in its possession.

In the event of termination of the Agreement for material breach by Service Provider, the Bank shall have the right to report the same including advising the Indian Bank's Association/All Banks and related companies/organizations.

The Intellectual property like design and Images of the Instruments of Bank with vendor and other stage wise records & data has to be copied and handover to the Bank. Then all should be removed/destroyed (movable and immovable) from the Service Provider and destroy records to be maintained.

Upon termination or expiration of this agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the Applicable Law.

#### **6.7 DISPUTE REDRESSAL MECHANISM & GOVERNING LAW:**

All disputes or differences whatsoever arising between the parties out of or in connection with this

agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this agreement, abandonment or breach of this agreement), shall be settled amicably.

The Bank and the Contractor agree that they will first attempt to resolve any disputes regarding this Agreement through mutual consultation. However, if such consultations do not result in satisfaction to either party within thirty (30) days after one party has given written notice to the other to commence such consultations, then either party may refer the dispute to arbitration.

If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

Once the Bank decides, the Service provider cannot work during arbitration proceedings since the kind of job is printing of Annual Report 2022 and Bank will not assure for the continuity of work due to Security, Safety, Confidentiality, Risk involved in the work.

Arbitration proceeding shall be held in Mumbai (Place of Arbitration), India, as per the Arbitration Act 1996 and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

In case of any change in applicable laws that has an effect on the terms of this Agreement, the parties agree that the Agreement may be reviewed, and if deemed necessary by the parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

Any dispute, controversy or claim arising out of or relating to this Agreement, or interpretation, breach, termination or invalidity of any term hereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and amendments made thereto from time to time.

This agreement shall be governed by laws in force in India. All forces arising out of or in relation to this Agreement shall be subject to the exclusive jurisdiction of the Courts at Mumbai only.

## 7. TENTATIVE PRICE/COMMERCIAL BID

The indicative commercial bids of the bidders' found non-responsive as per RFP will not be opened and will be returned to them unopened against acknowledgement.

The Indicative Commercial Bid should be excluding of GST and including of all other charges like page making/creation & Editing charges, Design/compose charges, Total three (03) designer fees within or beyond Seven (07) working days up to final approval, Proof reading & correction charges, Digital & Proof reading charges, extra 200 Digital advance copies after final approval, Printing, Perfect binding, Window envelope charges, variable data including Shareholders' data, Numbering & barcode print on attendance slip, gathering and inserting printed products into window envelopes, service charges including File handling, franking and out station articles delivery upto post office and labour charges like cutting, folding & pasting, shrink wrapping, Loading & Unloading charges, handling charges, door delivery charges, Packing charges, handling charges and door delivery charges for local offices/dispatches.

Envelope is to be superscripted as "Indicative Commercial Bid Annual Report 2021-22" and it shall contain following:

- Commercial offer should give all the relevant price information in line with "Price Composition" as per ANNEXURE-V (submit in separate cover/envelope).
- Quotation is to be submitted as per Indicative Commercial Bid enclosed. It should not contain any extra terms and conditions or additional documents. If any extra conditions have financial implications to bank by the bidder, the application/offer will be rejected.
- Each page of Indicative Commercial Bid should be duly signed by the authorized persons with sign and seal of the bidder and submitted in separate sealed envelope.

### **COMMERCIAL EVALUATION and SPLITTING THE JOBS:**

The indicative commercial bids submitted by the bidders are evaluated by the bank as technically acceptable will be opened. The indicative commercial bids of all the bidders found ineligible as per the requirements of this RFP will be unopened or returned to them unopened against acknowledgement.

Only the technically qualified bidders who are successful will be asked to participate in the Reverse Auction, which will be conducted for this purpose. **The Business rules, Term and conditions of the Reverse Auction process are available in this RFP.**

Bank will declare the Start price and decrement value for the Reverse auction. The L-1, L-2 and L3 bidders etc., will be determined on the basis of the lowest price quoted within stipulated Reverse auction time.

Bank reserves its right to hold discussions with the L-1 bidder to finalize the order. L-1 bidder will have **Reference No. SSD/AR/01/2021-22**

to give breakup of rates. After finalizing the prices and acceptance with L-1 bidder, the purchase order will be issued. If L-1 vendor refuses due to any reason, the bank may contact L-2 then L-3 vendor after reverse auction at L-1 rate may be accepted by bank.

The bank may or may not divide the job based on Technical and commercial grounds like installed capacity, balance capacity, TAT, Infrastructure, Annual Report job experience, and to avoid dependency on one source to supply the need of the amalgamated bank.

*The Bank may divide job in between the vendors at L-1 rate due to above reasons.*

Sl. No.	Rank after Reverse auction- (Low to High rate)	Divide/Share quantity
1.	L-1	60%
2.	L-2 @ L-1 Rate	40%
3.	L-3 @ L-1 Rate (if disagreed by L-2)	40%

If any cartel formation is found during the reverse auction or any stages of the tender Process, the bank has every right to cancel all the offers of shortlisted/indulged vendors and will be debarred / expelled from applying from the tenders for Union Bank for 2 or 3 years.

“Bank’s decision will be final to split the order in case of exigencies at L-1 rate”.

## **8.0 OTHER TERMS & CONDITIONS**

### **8.0 SECURITY DEPOSIT:**

If the contract is awarded then the Security Deposit of 3 % from total tender value after reverse auction to be submitted in the form of Demand Draft or Pay order favoring M/s. Union Bank of India is the Security deposit is required to be deposited within one week from the issuance of work order and the same will be retained by the Bank till the satisfactory completion of the entire project period. The Bank has the right to forfeit the Security deposit in case contractor fails to execute the order. (Refer: 5.7 & 6.2 EMD, Security deposit & penalty clauses).

In case Bidder fails to perform the contract, Bank shall invoke the SECURITY DEPOSIT (SD) to recover penalty/damages or any other amount due to the Bank /amount recoverable by the Bank. Bank has the right to invoke the Security Deposit & other amount payable to vendor/supplier for any non-compliance of the terms & conditions in terms of this RFP.

### **8.1 BANK’S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:**

The Bank reserves the right to accept or reject any bid or cancel the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected

Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders about the grounds for the Bank's action. The Bank reserves the right to accept or reject any technology proposed by the Bidder. The Bank reserves the right to select more than one Bidder keeping in view its large requirements.

## 8.2 SERVICE DELIVERY:

Proactive attitude is expected from selected vendor to deliver the Annual Reports before the specified time schedule for on time delivery to the share holders'. The mass dispatch details of the Postal and courier to be posted on day to basis based on the agreed delivery schedule.

## 8.3 DELIVERY OF GOODS AND PERFORMANCE:

1. In no circumstances delivery schedule will be extended and in case of backing out of the job, a penalty as deem fit by Bank will be imposed. All the dispatches & deliveries should be completed within 20 days after reverse auction date.
2. Dispatch is to be completed to all shareholders' within 10 days after final approval date. After reverse auction, immediately (next day) the work of designing to be started with 3 designers at bank premises. It is bidder's responsibility to get the digital dummy after final approval within 10 days time after reverse auction.
3. The bidder shall be liable for the payment of penalty and liquidated damage to the bank as mentioned in Delivery Plan (Refer No. 8.6). The day will be reckoned at the end of working hours including part there of shall be a full day.
4. If the work is not found to be of good quality acceptable to bank (Annual Report quality, quantity & address personalization and envelopes quality) then the bank will have the right to make suitable deductions from the payable amount or material delivered will be rejected without paying any price /compensation. The decision of the Bank in this regard will be final.
5. Delivery of the produce and performance of the services shall be made by the bidder in accordance with the time schedule mentioned in work order & RFP. Any delay in performing the obligation by the bidder will result in imposition of liquidated damages and /or termination of contract for default.
6. Bank will not accept non-confirmation of finished Annual report in single/lots supplied by vendor. The total lot or part of the defective lot will be rejected without paying any compensation. The bidder cannot claim for the non-conformation/rejected/non specification output/ product quality to the bank. No indemnity/assurance on payment will be given and EMD & SD will not be paid according to the situation.
7. The Bank reserves the right to forfeit the EMD & Security deposit amount in case Bidder fails to execute the order & Quality of the Annual reports is not as per the specification of RFP in the order.

8. Invoices/bills should comprise Base rate inclusive of all cost and charges & GST separately. PODs, Delivery challans, LR numbers, Post booking number with seal and signature as proof of dispatch for reconciliation to be attached for payment release.
9. No other extra charges will be claimed from Bank.
10. The Bank will not make any advance payment or part payment.
11. Total package cost will be taken into consideration for selection of L-1 Bidder/vendor.
12. Tax deducted at source (TDS) of 2 % will be deducted as usual. In addition 2% (TDS on GST) will be deducted if the tender invoice value crosses 2.5 lakh and above as per the prevailing Tax rules.
13. No modification in the rates will be accepted / entertained except in case of changes made and agreed by the Bank.
14. The Bank will not be responsible for any dispute arises between Transporters and or any other agency which is being deployed by the Printer/Bank.
15. The successful bidder is solely responsible to adhere to Government Rules and Regulations.
16. Design contents will be approved by Bank.
17. Bank will declare the reverse auction opening price (ROP). The vendors quoted price will not be considered for reverse auction starting price (RSP).

#### 8.4 DEFECT LIABILITY:

The vendor is liable for inherent or manufacturing defects in quality of paper purchased and print, personalization, binding errors, quantity delivered and any other mismatches etc observed at the a later date, though it might not be apparent or observed at the time of acceptance of stocks. In such an event, the supplier will have to replace the stock in part or full / or compensate for the loss or inconvenience that might have already caused or might cause to the Bank on account of such defects or deviation from the Bank’s specifications. Further the Bank also has the liberty to deduct for the defective quantity supplied to bank and the vendor is liable for liquidated damages. (A Separate Para on liquidated damages is incorporated in RFP).

#### 8.5 DELIVERY PLAN:

Sl. No.	Type of work	Due days /Completion days ( Total 17 days maximum for all listed activity from Reverse auction date)		
1.	Designing of outer and inner pages of Annual report / Window envelope / E-voting form cum attendance slip. (Minimum 3 designer from next day of e-auction,	Content approval	Printing , Binding, Personalization & Window envelope making	Franking, Booking, sorting & Dispatch
		All pages design to be	Within 14 days	Within 3 days after

	without fail everyday should attend the work for 7 working days till final approval at Bank’s Central Office premises to complete the work.	completed within 7 days from the next day of the reverse auction. ( email confirmation of order after reverse auction will be issued by SSD)	after the final content approval	receipt from printer/vendor for each lot/batch of finished Annual Reports.
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\*If ready design is provided by bank the dispatch to be completed in 10 days.

**8.6 PENALTY/LIQUIDATED DAMAGES:**

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

Sl. No.	Time delay/dispatch beyond 17 days as mentioned above	Percentage of Penalty
1.	3 days of delay	1.0 % of contract value as delay charges
2.	6 days of delay	2.0 % of contract value as delay charges
3.	More than 7 days & upto 10 days	3.0 % of contract value as delay charges
4.	Beyond 10 Days	4.0 % Contract value as delay charges + 4.0% of contract value as liquidated damage to the Bank

The day will be reckoned at the end of the working hours including part thereof shall be a full day.

**8.7 USE OF CONTRACT DOCUMENTS AND INFORMATION:**

The vendor shall not, without Bank’s prior written consent, make use of any document or information provided in the Bid document or otherwise except for purposes of performing contract.

**8.8 PRE DISPATCH INSPECTION:**

Bank shall be free to carry out pre-delivery inspection as and when required. The Bidder shall make all necessary arrangement for this purpose. Bank also has the right to conduct random acceptance testing of the ordered product/goods at any of the vendors’ sites to ascertain their Quantity and Quality.

**8.9 PAYMENT TO THE VENDOR:**

Payment shall be made centrally on the invoice raised by the vendor at Central office. The payment will be made on receipt of the support documents in time viz. invoices, samples and bulk delivery data as requested by bank. Part payment is not permitted. Once the job is complete the invoice amount will be paid based on the satisfactory completion of the work order.

The price quoted for this annual report set is excluding of Postal & Courier charges of local, all domestic shareholders' and international shareholders' individual copies & including Bank's stationery office, RTA agent, Board secretariat and central office dispatches at Mumbai. No extra charges than agreed price in Reverse auction will be paid.

#### 8.10 CONFIDENTIALITY:

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

To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;

1. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
2. To treat all Information as Confidential Information.

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

#### 8.11 INDEMNITY

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

1. An act or omission of the Bidder, its employees, its agents, in the performance of the services provided by this contract,
2. Breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder
3. Use of the deliverables and or services provided by the Bidder,
4. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

#### 8.12 CANCELLATION OF CONTRACT FOR DEFAULT:

The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract:

- a) If the supplier fails to deliver within the time or commits misconduct/goes bankrupt or non-quality instruments reaches mass customers or fraudulent activities.
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) If the bidder acts against the interest of the bank,  
In the event the bank terminates the contract; the bank may take recourse to any one or more of the action mentioned herein to recover the loss/damage including forfeiture of Security Deposit.

#### **8.13 GOVERNING LAW AND JURISDICTION:**

The terms of this contract shall be construed in accordance with the laws of India. All disputes and differences of any kind whatsoever arising of or in connection with the contract whether during or after completion of contract shall be deemed to have arisen at Mumbai and only court in Mumbai shall have jurisdiction to determine the same.

#### **8.14 SERVICE LEVEL AGREEMENT:**

The Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered

#### **8.15 FORCE MAJEURE:**

If a Force Majeure situation arises, the bidder shall promptly notify bank in writing of such conditions and shall seek all reasonable alternative means from bank for performance not prevented by the Force Majeure event. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

#### **8.16 NON TRANSFERABLE BID:**

This bid document is not transferable. Only the bidder, who has submitted the bid, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing.

#### **8.17 GOVERNING LANGUAGE:**

The contract shall be written in English. All correspondence and other documents pertaining to Contract that is exchanged between the parties shall be written in English.

## 9. REVERSE AUCTION PROCESS

The response to the RFP will be submitted by way of submitting the Technical Offer & Indicative Commercial offers in separate sealed covers. The Technical details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this RFP document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed or pre-qualified in the technical bid evaluation process will be opened and will be invited to participate in online Reverse Auction to be conducted by a service provider selected by the Bank. Bidders who are short listed after Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the E-business rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, it should be noted that the bidders who do not qualify in the technical bid process will not be considered for participation in Reverse Auction. Business Rules for Reverse Auction are as under:

### 9.1 SPLITTING OF JOBS:

Bank will declare the Start price and decrement value for the Reverse auction. The L-1, L-2 and L3 bidders etc., will be determined on the basis of the lowest price quoted within stipulated Reverse auction time.

Bank reserves its right to hold discussions with the L-1 bidder to finalize the order. L-1 bidder will have to give breakup of rates. After finalizing the prices and acceptance with L-1 bidder, the purchase order will be issued. If L-1 vendor refuses due to any reason, the bank may contact L-2 then L-3 vendor after reverse auction at L-1 rate may be accepted by bank.

The bank may divide or not divide the job based on Technical and commercial grounds like installed capacity, balance capacity, TAT, Infrastructure, Annual Report job experience and to avoid dependency on one source to supply the need of the amalgamated bank.

*The Bank may divide job in between the vendors at L-1 rate due to above reasons.*

Sl. No.	Rank after Reverse auction- (Low to High rate)	Divide/Share quantity
1.	L-1	60%
2.	L-2 @ L-1 Rate	40%
3.	L-3 @ L-1 Rate (if disagreed by L-2)	40%

If any cartel formation is found during the reverse auction or any stages of the tender Process, the bank has every right to cancel all the offers of shortlisted/indulged vendors and will be debarred / expelled from applying from the tenders for Union Bank for 2 or 3 years.

“Bank’s decision will be final to split the order in case of exigencies at L-1 rate”.

## 9.2 ELIGIBILITY:

Only Bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

## 9.3 COMPLIANCE / CONFIRMATION FROM VENDORS:

The Bidders participating in Reverse Auction shall submit the following duly signed by the same Authority who signs the offer document in response to the RFP:

- Acceptance of Business Rules for Reverse Auction and undertaking as per format in **Annexure-VIII** (Reverse auction company/service provider will send documents).
- Agreement between service provider and the Bidder. (This format will be given by the service provider prior to announcement of Reverse Auction).
- Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in **Annexure-IX**. (Reverse auction company/service provider will send documents).

## 9.4 TRAINING:

- The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.
- Where necessary, the Bank/service provider may also conduct a ‘mock reverse auction’ to familiarize the bidder with Reverse Auction process.
- Any Bidder not participating in training and/or ‘mock reverse auction’ shall do so at his own risk and it shall not be open for him to make any complaint / grievance later.

## 9.5 TOTAL COST OF OWNERSHIP (TCO):

TCO refers to the aggregate amount payable by the Bank for transfer of ownership and include all the components which are mentioned in the price bid exclusive of GST, inclusive of all charges and local dispatch charges. The Goods and Service tax will be paid as actual.

## 9.6 DATE / TIME FOR TRAINING:

- The Venue, Date & Time for training in Reverse Auction shall be advised at the appropriate time.
- The Bank shall endeavor to fix such Date & time at mutual convenience to the bidders, service provider and the Bank.
- No Request for postponement / fixing of training date/time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

## 9.7 DATE / TIME OF REVERSE AUCTION:

The Date and time of commencement of Reverse Auction as also duration of “Reverse Auction Time” shall be communicated by the Bank at least 2 working days prior to the auction date.

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

## 9.8 CONDUCT OF REVERSE AUCTION:

The Reverse Auction shall be conducted on a specific web portal meant for “Annual report 2021-22” as per Price Bid. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified / appointed / empanelled by the Bank.

## 9.9 SERVICE PROVIDER’S ROLE & RESPONSIBILITY:

In all Reverse Auction conducted by the Bank through a Service provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of Bidder and service provider.

While a Service Level Agreement (SLA) by the Bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

The service provider at the end of each Reverse Auction shall provide the Bank with all details of the Bids and reports of reverse auction.

The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 6 months.

## 9.10 TRAINING AND AUCTION:

- Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- Each bidder shall participate in the training at his / their own cost.
- Wherever it is considered necessary and asked by the bidder or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.
- Authorized representative of the bidders named in the authorization letter given by the Bidder shall be given unique user name, password by the service provider/auctioneer.
- Each bidder shall change the password and edit the information in the registration page after receipt of initial password.
- All the bids made from the log in ID given to bidder shall ipso-facto be considered bid made by the bidder to whom log in ID and password were assigned by the service provider / auctioneer.
- Any bid once made through registered log in ID / password by the bidder / bidder cannot be

cancelled. The bidder, in other words, is bound to sell the “offering” as per the RFP at the bid price of TCO.

- Every successive bid by the bidder being detrimental bidding shall replace the earlier bid automatically and the final bid as per the time and log in ID shall prevail over the other earlier bids.
- The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a “Tie” in bids.

#### 9.11 PROXY BID:

- A proxy bid is one where vendor can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him to participate in the bidding process until the proxy bid amount has reached to its decrement value by other bidders.
- When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- During training, the issue of proxy bidding will be clarified in detail by the service provider.

#### 9.12 TRANSPARENCY IN BIDS:

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

#### 9.13 MASKING OF NAMES:

Names of bidders shall be anonymously masked in the Reverse auction process and vendors will be given suitable dummy names.

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

#### 9.14 START PRICE:

Bank shall determine the start price from the L1 Indicative Price Bid submitted by the bidder for reverse auction. Or else it is Bank’s decision to identify or fix the L1 opening price.

#### 9.15 DECREMENTAL BID VALUE:

The bidder shall be able to bid only at a specified decrement value and not at any other fractions. The bid decrement values shall be 0.25 % to 0.50 % of the Start Price of the Reverse auction. The bid

decrement value shall be rounded off to the nearest thousand of rupees.

For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of the bidders to bid at the next immediate lower level only i.e. bid can be even at 2 or 3 & more lower levels than the immediate lower level.

#### **9.16 COPY OF BUSINESS RULES:**

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

- The Bank shall also handover a copy of the Business rules with a covering letter duly signed by an authorized signatory of the Bank.
- For any dispute concerning the Business Rules, the hard copy of business rules supplied by the Bank for the reference of reverse auction process will alone be considered final and binding.

#### **9.17 EXPENDITURE ON REVERSE AUCTION:**

All expenses of reverse auction shall be borne by the Bank. Bidders, however, shall attend the training or mock auction & auction at their own cost.

#### **9.18 CHANGES IN BUSINESS RULES:**

- Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of Senior / Top Executive of the Bank.
- Any / all changes made in Business Rules shall be uploaded in the website immediately.
- If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

#### **9.19. PRESERVATION AND CUSTODY OF MATERIAL AND INFORMATION:**

The successful bidder shall ensure that all the information /design /advices /instructions / materials furnished by bank towards accomplishment of the terms of contract shall be kept on behalf of bank , as bank's products and shall not disclose /part with any such information to any third party .

#### **9.20 ASSIGNMENT/SUB CONTRACT:**

The successful bidder shall not assign or sub contract the work assigned without bank's consent. As per terms & policy of Bank subcontracting in security printing is not allowed.

#### **9.21. RELATIONSHIP BETWEEN THE PARTIES:**

There shall be no employer employee relationship between the Bank and the successful bidder. The successful bidder shall ensure compliance of all labour laws / ESI /Minimum wages Act / any other statutory requirements relating to the employment of his personnel /staff / labours / organization

including compliance of Minimum wages Act and shall be solely responsible for non compliance of any such regulations/laws.

#### 9.22 DO N'Ts - APPLICABLE TO THE BIDDER:

- No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder concerned from the Reverse Auction Process.
- Bidder shall not disclose details of his bids or RFP or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruption, UPS failure etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.

#### 9.23 ERRORS AND OMISSIONS:

On any issue or area of material concern respecting Reverse Auction not specifically dealt with in this Business Rules/RFP, the decision of the Bank shall be final and binding on all concerned.

**Signature of the Director of the company**

**Name of the Director**

**Designation & Stamp:  
Date & Place**

Sl. No	<b>BIO-DATA OF COMMERCIAL PRINTER (to be submitted on vendor's letter head)</b> <b>Details of the Organization</b>	<b>Annexure-1</b>
1.	Company/Firm name :	
2.	Name of the Proprietor/Partner(s)/Directors along with names of company in which they are interested Phone (Land Line) : Phone (Mobile) : E-mail address : Website:	
3.	Name of the contact person and Telephone number :	
4.	Date of incorporation:	
	<b>Factories detail:</b> (With Address, Telephone Nos. & E-mail ID)  Phone (Land Line) : Phone (Mobile) : E-mail address : Total area of the Press in sq. feet : Total storage area in square feet : (If necessary attach a separate sheet with detailed information)	
5.	Application fees details:	
6.	EMD details:	
7.	<b>Staff strength:</b> Technical. Non-Technical. Support staffs.	
8.	Total amount of wages paid during the F.Y 21-22 for main factory & all units :	
9.	Details of all Equipment & Machinery available as of MARCH 2022: Printing, personalization, Folding, Cutting, gathering, gluing & pasting, Binding and Finishing machines, Franking machines & other machines. (If necessary attach a separate sheet with detailed information)	(Year of Mfg, Model, Mfgr. Name, No of machines, capacity, location, Unit name and Invoice number with date and other details)
10.	Principal banker and their address :	
11.	Awards & recognition won for work done:	
12.	Current (Annual Report) Jobs in Hand: (List the Bank's name/BFSC/PSU/MNCs etc)	

<b>13. Other Details (If any)</b>	i) PAN No. : ii) GST No. : III) Bombay Shop and Establishment license No.: iv) ESI dept. license : v) Labour dept. license : vi) <b>Validity of IBA Approval</b> : (Unit/s wise IBA license & ISMS certificate details is mandatory)	From _____ To _____.																				
<b>14. Details of equipments:</b>	Design software & Hardware equipments and Printing Machines <b>(If necessary attach a separate sheet with detailed information)</b>	List of equipments, Model, YOM, Invoice no. and date, No of equipment in each category.																				
<b>15. Business parameter</b>	:																					
(Rs. in lakhs)																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Year</th> <th style="width: 35%;">Annual Turnover</th> <th style="width: 20%;">Gross Profit (Profit before tax)</th> <th style="width: 30%;">Net Profit (Profit after tax)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2018-2019</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2019-2020</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2020-2021</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2021-2022</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Year	Annual Turnover	Gross Profit (Profit before tax)	Net Profit (Profit after tax)	2018-2019				2019-2020				2020-2021				2021-2022			
Year	Annual Turnover	Gross Profit (Profit before tax)	Net Profit (Profit after tax)																			
2018-2019																						
2019-2020																						
2020-2021																						
2021-2022																						
Please mention if there is loss during last four financial years. 3 years profit is must out of 4 financial years.																						
<b>16. Any Other Information</b>																						

**List of Mandatory documents to be attached:**

- 1) Copy of PAN.
- 2) Copy of Factory/shop license.
- 3) Copy of ESI certificate.
- 4) Copy of GST Registration Certificate.
- 5) Copies of Public Sector Banks/Leading Private Bank's PSU/Private/MNC Work orders satisfying criteria.
- 6) Copy of CA certified Audited financial with Auditor's Report for the last 4 years.
- 7) Copy of ITR for last 4 years.
- 8) Copy of ISMS certificates - Unit specific (in Scope) certificates.

**Signature of the Director of the company**  
**Name of the Director**  
**Designation & Stamp**  
**Date & Place**

**Annexure-II:**

**Bidders Acceptance**

(Letter to be submitted by the Bidders on their firm's letter head)

To,  
The Asst. General Manager,  
Union Bank of India,  
Support Services Department,  
Union Bank Bhavan,  
239 Vidhan Bhavan Marg,  
Nariman Point, Mumbai- 400 021

Sir,

**Sub: Declaration accepting the terms and conditions of RFP for Print and supply of  
“Annual Report 2021-22”.**

We submit our Bid Documents herewith and undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP, including all annexure, agenda and corrigenda;

We understand that

- Bank is not bound to accept the lowest or any bid received, and Bank may reject all or any bid/s.
- If our Bid for the above job is accepted this bid together with Bank's written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

We confirm that

- There is no outstanding Income Tax / Sales Tax / GST / ESI and any other statutory dues.
- We have not been black listed or expelled from any project or not have had our contract terminated for any breach by any Government Authority / Corporate Institutions or Public Sector Undertaking (PSUs) or Banks.
- There is no case pending against us involving cheating/fraudulent activities.
- We will not resort to any corrupt practices in any aspect/stage of the contract.
- After completion of each issue PDF/suitable low and high resolution file will be provided for upload on Bank's website and other use of Bank.

**Signature of the Director of the company**

**Name of the Director**

**Designation & Stamp:**

**Date & Place**

**Annexure III**

**PAST PERFORMANCE STATEMENT (FOR A PERIOD OF LAST 5 FINANCIAL YEARS including work in hand (only *relevance 84,000* and above Annual report Purchase orders to be enclosed)**

Annual report Order (Full Address of the Purchaser)	Name of the Bid, Purchase Order No. and Date	Description and Total Quantity of Order, total value of order executed last 5 F.Y (in Nos.)	Date of Start of Contract / Service	Date of Completion of respective Contract / service (please also mention completed or ongoing)	Any penalty imposed (Reasons) if applicable	Attach Certificate for performance or Purchase orders or Payment details or Agreement or Confirmation letter from Banks where the job is completed.

Due to last 2 F.Y COVID-19 many organizations not done Annual Report volume print jobs, bank is considering the Job in hand for the F.Y 2021-22 for experience.

**Yours faithfully,**

**Signature of the Director of the company**

**Name of the Director**

**Designation & Stamp:**

**Date & Place**

**Annexure- IV**

**Technical Bid for “Annual Report 2021-22”**

<b>SR. NO:</b>	<b>01</b>
<b>Description of the item</b>	<b>DESIGN:-</b> text and image composing, Copy setting, contents editing, Design ideas brain storming, Page/print fixing, Files merge, Printable file generation.
INNER INSERTS, INNER PAGES & OUTER WRAPPER SPECIFICATIONS	<p>(i) Trimmed size: 21.00 X 26.7 cms (width- 8.25” x Height- 10.50”), Spine width is not counted.</p> <p>(ii) <b>Cover:</b> 300 GSM, color design, Multi colour FxB , Bilt art card/Sinermas art card/ LUMI art card/LYKEM art card/ JK art card/ or equivalent coated art card.</p> <p>(iii) <b>Color inner inserts:</b> 16 page <math>\pm</math> 4 pages, FxB, to be printed on 80 GSM Bilt/JK/Sinermas art paper or equivalent coated art paper of LUMI/LYKEM imported paper mills for multi color offset printing.</p> <p>(iv) <b>Inners:</b> Two colour, 384 pages inner is to be printed on 60 GSM High bright ITC Tribeni white tissue paper or Andhra premium maplitho or TNPL Premium maplitho. FXB Text in Two color, Hindi and English text and Pictures/Maps/Illustrations /Graphics. No. of pages: 384 <math>\pm</math> 32 pages. Rate/8 pages to be quoted in indicative price bid. Required data will be given in English, Hindi (Unicode), Manuscript, MS-Word, Excel sheet (Design is to be completed by printer for Cover 4 pages, Color inserts 16 pages, two colour Inner 384 pages approx.)</p> <p>(For serial no. 1 quote only for design and development)</p>
<b>SR. NO:</b>	<b>02A</b>
<b>Description of the item</b>	DESIGN, PRINTING, BINDING, PACKING, E-Voting attendance slip and entry pass form, Variable data printing, Bar coding, Envelope making, insertion into Window envelopes and booking shareholders’ copy on different mode.
INNER INSERTS, INNER PAGES & OUTER WRAPPER SPECIFICATIONS	<p>(i) Trimmed size: 21.00 X 26.7 cms (width- 8.25” x Height- 10.50”), Spine width is not counted.</p> <p>(ii) <b>Cover:</b> 300 GSM, color design, Multi colour FxB , Bilt art card/Sinermas art card/ LUMI art card/LYKEM art card/ JK art card/ or equivalent coated art card.</p> <p>(iii) <b>Color inner inserts:</b> 16 page <math>\pm</math> 4 pages, FxB, to be printed on 80 GSM Bilt/JK/Sinermas art paper or equivalent coated art paper of LUMI/LYKEM imported paper mills for multi color offset printing.</p> <p>(iv) <b>Inners:</b> Two colour, 384 pages inner is to be printed on 60 GSM High bright ITC Tribeni white tissue paper or Andhra premium maplitho or TNPL Premium maplitho. FXB Text in two color, Hindi and English text and Pictures/Maps/Illustrations /Graphics. No. of pages: 384 <math>\pm</math> 32 pages. Rate/8 pages to be quoted in indicative price bid. Required data will be given in English, Hindi (Unicode), Manuscript, MS-Word, Excel sheet (Design is to be completed by printer for Cover 4 pages, Color inserts 16 pages, two colour Inner 384 pages approx.)</p>
FOLDING, CUTTING, GATHERING, GUMMING, GLUING, FINISHING	The entire printed, folded, gathered, cut annual reports to the required size & bounded in Synthetic glue & bounded with aesthetic finishing. No extra cut marks, light or too dark printing shall be there in inner pages and inner inserts. The above said paper/card quality only to be used. The quality of printing, folding, coverage and area of gumming, sequence of gathering and perfect binding has to be in order. The finished all books to be free from any kind of defects.
BINDING	To be perfect bound.
QUANTITY	2,10,000 Annual reports . Extra 200 digital copies to be provided in advance to the Bank after final proof approval on inners 80 GSM.

UNIT	Per Annual Report
PACKING	To be packed in packet of 40 each with label pasted thereon. (Not for individual posting copies).
DELIVERY SCHEDULE	PAN INDIA, as per the mail list provided by the Bank. The delivery has to start from 8 <sup>th</sup> day after final approval and printing and binding to be completed in a week time. For 200 digital copies to be delivered after next day of final content approval.
SR. NO:	02B
Description of the item	E-Voting attendance slip and entry pass form, Variable data printing,
Specifications	<p>(i) Paper Printing size: 8.25 X 10.50 inches. Sample will be provided by Investor services division, Board Secretariat, 12<sup>th</sup> floor, Central office.</p> <p>(ii) Trimmed Size - 8 .25 x 10.50 (W X H) inches without sprocket holes.</p> <p>(iii) Each Annual Report comprises one form with personalized details of shareholder. F X B, &amp; Bi-lingual.</p> <p>(iv) The double parallel in between with micro perforation on ends with sprocket holes ( If required).</p> <p>(v) Andhra/TNPL/Seshasayee/Mysore/ITC/JK/Ballarpur Mills premium grade maplitho to be used - 80 GSM.</p> <p>(vi) The E-voting cum attendance slip contents will be provided by Investor's division, Board secretariat and should obtain approval before starting the bulk printing.</p> <p>(vii) The soft file data will be provided by Board secretariat, Central office.</p>
QUANTITY	2,10,000 copies
UNIT	Per E-voting Attendance slip cum entry pass.
PACKING	2500 to 3000 form in each carton packing box.
PERSONALIZATION	<p>(i) The above proof will be approved at 12<sup>th</sup> Floor, Investor services division, Board Secretariat, central office. The window envelope and attendance slip sample will be approved by SSD &amp; Board secretariat, central office respectively.</p> <p>(ii) The shareholder's personalization (Name, Address, Folio number, DP ID &amp; Client ID, EVSN, USER ID , Password) information will be over printed by the selected printer and the same will be stuffed into window envelope along with Annual Report 21-22.</p> <p>(iii) If any Barcode requirement for the Postal/Courier Booking, the Barcode printing will be done by selected L-1 printer/bidder.</p> <p>The rate fixed/agreed after reverse auction is including all the above process.</p>
DELIVERY	Pan India, as per the mail list provided by the Bank. This will be stuffed inside the Window envelope before delivery.
SR. NO:	02C
Description of the item	Window Envelopes
Specifications	<p>(i) Closed Size: 9" x 12" (Envelope Size) without flap.</p> <p>(ii) Flap Size: minimum 1.00 inches. Gumming band Width 1.5 cm, edge to edge gumming at flap with glazaline paper pasted there on.</p> <p>(iii) Window size &amp; Position approval will be taken from Board Secretariat &amp; technical team, Central office, Mumbai.</p> <p>(iv) Printed in Two color with bank's Name &amp; emblem in Hindi &amp; English. Content will be provided and approved Board secretariat and technical team at central office, Mumbai.</p> <p>(v) Paper: Andhra/TNPL/Seshasayee/Mysore/ITC/JK/Ballarpur maplitho grade of 120 GSM</p>

	paper for dispatch. Franking is to be done on the envelope itself. The addresses & other details of shareholders for personalization will be provided by Bank.
QUANTITY	2,10,000 Window envelopes
UNIT	Per Window envelope
PACKING	All Printed materials like Annual Report, E-voting attendance slip/form personalized to be inserted into envelope.
DELIVERY	Pan India, as per the mail list provided by the Bank.

Above Technical bid is two parts. One is only design (01). Another one is design, print, Personalization of form, binding, window envelopes and print finishing (02A, 02B, 02C). The rate quoted is excluding GST & including of all charges like page making, editing, compose, design charges, 3 designers professional fees for 10 working days and beyond up-to final approval, Proof reading and correction charges, Digital & Print proofing charges, extra 200 digital advance copies after final approval, Printing, Perfect binding, Window envelope charges, Personalization/variable data printing including shareholders data, Numbering & Barcode charges on Attendance slip, gathering and inserting printed products into window envelopes, service charges including File handling, Franking and outstation articles delivery up-to Post office and labour charges like cutting, folding, insertion & Pasting, Shrink wrapping, Loading and unloading charges, handling charges & Door delivery charges for local dispatches/offices.

**NOTE:**

- Please attach required paper/card samples with the technical bid. Samples of the paper quality mentioning the GSM & Thickness and Brand should be duly signed by Vender representative and stamped. The approval will be by technical team.
- The bank will not responsible for any violation by printers' set by the government agencies & offices. The printer is sole responsible to abide to Government standard rules & regulations and Bank's terms and conditions.
- Reverse auction will be conducted on a specific portal approved by bank. Please note that the vendor should have a valid digital Certificate to participate in Auction Process.
- Annual report is to be dispatched in Post offices. Postage charges (speed post parcel) will be borne by bank.
- We agree for terms and condition all mentioned in the tender document.

**Yours faithfully,**

**Signature of the Director of the company**

**Name of the Director**

**Designation & Stamp:  
Date & Place**

**ANNEXURE-V**

**INDICATIVE COMMERCIAL/PRICE BID**  
**Commercial/Price Bid for “ Annual report 2021-22”:**

To  
 The Asst. General Manager,  
 Support Services Dept.,  
 UNION BANK OF INDIA,  
 7<sup>th</sup> floor, 239 Vidhan Bhavan Marg,  
 Nariman Point,  
MUMBAI - 400 021.

Dear Sir,

**Sub: Tender for design/compose, Print, Bind, Pack & dispatch of “Annual Report 2021-22”:**

We hereby offer as per your RFP to execute the subject work as specified in the Tender Ref. No. **SSD/AR/01/21-22**, we unconditionally agree to abide by the Terms & Conditions specified therein and to undertake the subject work with indicative rate quoted by us which will be finalized by Bank.

**(1) DESIGN-01**

Description of the item	DESIGN:- text and image composing, Copy setting/contents editing, Brain storming on design ideas, Files merge- Page making, Printable file generation.	<u>Base cost</u>	<u>GST</u>	<u>Grand total</u>

**(2) Design, Print, Bind, Pack & dispatch of “Annual Report 2021-22**  
**(All Design to Dispatch)-2A, 2B & 2C**

Sl. No.	Product Details ( 384 ± 32 pages inners+ 16 pages art inserts± 4 pages + Cover/Wrapper + Digital 200 copies + E-voting cum attendance sheet personalized + Window envelope+ Franking+ labour charges + Packing and Delivery charges)	Per Unit Cost (Rs.)	Total Cost of 2.1 Lakhs (Rs.)	Applicable GST on total Cost (Rs.)	Grand Total incl. GST (Rs.)
A	B	C	D=C*2.1 lakhs	E	F= D+E
1.	Rate/Cost for Annual report excluding binding charges				
2.	Rate/Cost for Attendance cum E-voting form +Personalization + barcode				
3.	Rate/Cost of Window Envelope with end to end gumming with				

	glassine paper.				
4.	Binding. Insertion, Handling, Forwarding, File handling, Franking & Labour charges and all other services not mentioned if any	N/A			
5.	Total (Point 1 to Point 4):	(Rs)	(Rs)	(Rs)	(Rs)

Indicative Commercial bid (D) above quoted is excluding GST & including of all charges like page making/creating and editing charges, compose, design charges, 3 designers professional fees for 10 working days and beyond up-to final approval, Proof reading and correction charges, Digital & Print proofing charges, extra 200 digital advance copies after final approval, Printing, Perfect binding, Window envelope charges, Personalization/variable data printing including shareholders data, Numbering & Barcode print on Attendance slip, gathering and inserting printed products into window envelopes, service charges including File handling, Franking and outstation articles delivery up-to Post office and labour charges like cutting, folding, insertion & Pasting, Shrink wrapping, Loading and unloading charges, handling charges & Door delivery charges for local dispatches/offices.

- (i) Indicative Commercial bid for  $\pm$  32 pages for inner pages, 60 GSM = (excl. of GST)
- (ii) Indicative Commercial bid for  $\pm$  8 pages for inner pages, 60 GSM = (excl. of GST)
- (iii) Indicative Commercial bid for  $\pm$  4 pages for inner color inserts, 80 GSM = (excl. of GST)

Further, breakup without GST (D) should be given as under:

1. Paper Cost: (Annual report) Rs.....(Mentioning the number of Kgs.....required)
2. Printing Cost: (Annual Report) Rs.....
3. Total design cost: (All 3 items)Rs.....
4. Binding Cost: (All 3 items) Rs.....
5. Paper and printing cost of Attendance cum E-Voting form & Personalization Rs.....
6. Paper and Printing cost of Window Envelope Rs.....
7. Insertion, handling, Forwarding, File handling, Franking & labour charges & any other not mentioned in the above list Rs.....

Total (Point no. 1 to Point no.7): Rs.....(Match with above table Column-D) + GST.

We understand that the bank reserves the right to reject any or all the quotations received without assigning any reason.

We are aware if the ready design is provided by bank viz. outer wrapper, art inserts and inner pages, the dispatch to be completed within 10 days.

We agree to deposit 3% of tender value as EMD along with technical tender and once selected as L-1 vendor another 3 % as security deposit in form of Demand draft or pay order to bank if the work is awarded to us. We also agree that the security deposit and EMD will be held by the bank till the final settlement of bills. We also agree that the Bank reserves the right to forfeit the Security deposit & EMD amount if we fail to fulfill the terms of the contract. This will be in addition to any other penalty imposed by the Bank.

We are aware that the GST invoice to be produced for the payment.

Yours faithfully,

Signature of Director of the company

Full name:

Designation:

Seal of Company/Firm:

Date

Place:

## Annexure:VI

### Minimum Selection/Qualification criteria:

Sl. N	QUALIFICATION CRITERIA	REQUIRED DOCUMENTS	Printer self Rating	Bank Y/N
1	The bidder should be engaged in Printing Business for the last 5 years and should have a factory in Greater Mumbai, Navi Mumbai, Thane, Raigad and Palghar districts. <b>{Mandatory}</b>	i. Copy of registration ( <b>CoR</b> ) and Certificate of incorporation ( <b>Col</b> ) of business/Certificate of commencement of business if Public/Private Ltd Co. ii. List of factories & other information of bidder. iii. Copy of <b>MOA &amp; MOU</b> of bidder	YES/NO	
2	The bidder should hold valid statutory registration from IT dept, GST & Bombay shop & Establishment License etc. Attach, <ul style="list-style-type: none"> <li>• PAN card</li> <li>• GST registration</li> </ul>	Copy of PAN card, GST, Statutory Registration, Bombay Shop & Establishment License no. are to be submitted.	YES/NO	
3	Infrastructure: The Bidder should own the <b>state of the art Infrastructure</b> facilities like Machine & Materials and skilled, technical, administrative and operational manpower to handle the job. Machinery list details <b>{Mandatory}</b> .	Web offset Printing machine with 578 cut off to 630 cut off, Gathering, Folding, Collation, Digital machines/Variable data, Saddle stitching, Cutting, Lamination, Envelope making, other Finishing machines list and Franking machine etc., Other List of machine available is also to be enclosed with details. (Attach details in add on annexure sheet if required).	YES/NO	
4	Printer should have DTP specialist with Hindi and English typing skills of designing tools. Software, Hardware system. 3 designers should possess editing and designing tools knowledge should present at our bank premises for 10 working days and beyond to complete editing /conversion into required formats & to do corrections /typing/	i. Copy of Designing tools, equipment list and designer details. <b>(Mandatory)</b> . ii. Proprietor or Directors or Partners to deploy/depute 3 designers for 10 working days and beyond till end to complete at bank's premises. Declaration is to be submitted on letter Head.	YES/NO	

	composing/page making/ merger of text and images/graphics till the final approval of Annual Report.			
5	<p>The bidder should have successfully completed work order of following quantity as listed below” During any of the last 5 financial years” i.e. FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 (Work in Hand) for large PSU Banks/Pvt. Banks/PSUs/large corporate/Govt. &amp; Private organizations in India.</p> <p>(i) One work order of 1,68,000 Annual reports (or)</p> <p>(ii) Two works of 1,26,000 Annual reports (or)</p> <p>(iii) Three works of 84,000 Annual reports</p> <p>{Mandatory: Evidence of PO, Work completion certificate along with Technical tender}Ref: Annexure-III.</p>	<p>i. Details of PO, Quantity, No of inner pages, Wrapper/inserts in colour/B &amp; W, Abridged or Regular, value of contract, and delivery details to be submitted as required in Annexure: III.</p> <p>ii. <b>Purchase order</b> or payment details, sample book printed to be attached. <b>{Mandatory}</b></p> <p>iii. <b>Work completion certificate</b> from jobs executed at PSBs/PSUs/Private banks/MNCs /Private is required.</p> <p>iv. <b>Letter of satisfaction /Performance</b> from Organizations where bidder has Successfully completed the job. (Not mandatory but gives additional value to tender document submitted).</p>	YES/NO	
6	<p>Printers should have a minimum <i>Average annual turnover</i> of Rs. 70 lakhs is eligible to apply. Firms should have generated Profit 3 out of last 4 financial years, ITR /CA certified Statement to be attached. FY 2018-19, 2019-20, 2020-21 and 2021-22. <b>{Mandatory}</b>.</p>	<p>Copies of ITR/CA certified Audited statement of accounts &amp; balance sheet &amp; ITR for the FY 2018-19, 2019-20, 2020-21 and 2021-22. For the year 2021-22 CA certified Provisional certificate is sufficient.</p>	YES/NO	
7	<p>Bidder must be in a position to provide total support till delivery to individual shareholders in India and abroad.</p>	<p>(i) Undertaking to provide the delivery challan for local dispatches, POD copies or statement for confirming delivery of booklets.</p> <p>(ii)Self declaration on letter head is to be submitted.</p>	YES/NO	
8	<p>The bidder should not have been black listed or been expelled from any project or have had their contract terminated for any breach</p>	<p>Self Declaration is to be submitted on letter head (Annexure-II).</p>	YES/NO	

	by any Government Authority / Corporate Institutions/ Public Sector Undertaking / PSU Banks / Private Banks, otherwise their bid will not be considered. {Mandatory}			
9	The Bidder should ensure that there are convict/verdict/penalize in cases against the bidder involving cheating / fraudulent / activities. {Mandatory}	Self Declaration is to be submitted on letter head (Annexure-II).	YES/NO	
10	Confirmation from the bidder that there is no outstanding Income Tax / Sales Tax / GST or any other statutory dues. {Mandatory}	Self Declaration is to be submitted on letter head (Annexure-II).	YES/NO	
11	The bidder should not resort to corrupt practices in any aspect at any stage of the contract.	Self Declaration is to be submitted on letter head (Annexure-II).	YES/NO	

(For the visit will be made by Printing Technologist to verify the above details filled in & all Annexure info).

Note: The vendor selection to execute orders will be based on total package price after reverse auction for Annual Report 2021-22. Annexure-IV & Annexure- V the detailed information on specifications/technical bid & tentative Commercial bid is provided.

We aware and agree for above terms and conditions of the bank. No claims will be entertained or made against bank for not awarding any work.

**Signature of the Director of the company**

**Name of the Director**

**Designation & Stamp:**

**Date & Place**

**Annexure: VII**

**PROVIDE UNIT DETAILS (Mandatory-LATEST by 31.03.2022)**

S. No	Details	Unit-1	Unit-2	Unit-3	Unit-4	Unit-5
1.	Name of Registration/s of each unit  Address & City of the Unit/s					
2.	Each Unit/s -  (i) Owned/Rental premises  (i) Area in sq. ft.  (ii) Address details					
3.	List of Machineries in Each units. (i) Name/Type of machine (ii) No. of Machine (iii) Speed/hour or capacity (iv) Year of Purchase (v) Brand new/subsequent purchase (vi) working condition (yes/No) <b>(ATTACH EXTRA SHEETS WITH CERTIFIED ENGINEER/Maint. Head)</b>					
4.	Print Capacity (per day)- No. of lvs Despatch capacity (per day) - No. of lvs Available capacity (per day) - No. of lvs <b>(ATTACH EXTRA SHEETS WITH CERTIFIED ENGINEER/Maint. Head)</b>					
5.	Personalization Capacity per day at each units - in No of lvs.					
6.	Binding Capacity (per day) in each units - No of books.					
7.	Postal Unit license & Franking machines (Yes/No).					
8.	Minimum 1 High speed Web					

	Offset Machine with 578 cut off to 630 cut off. Provide details					
9.	Laser personalization /production printer of Desktop. Provide details					
10.	Other than printing -Cutting, Sewing, Perfect binding and other details.					
11.	CTP unit for pre press					

Provide above details in A3 size sheet if more units.

**Signature of the Director of the company**

**Name of the Director**

**Designation & Stamp:  
Date & Place**

**ANNEXURE - VIII**

**COMPLIANCE STATEMENT**

(To be submitted by all the bidders participating in Reverse Auction)

To,  
The Asst. General Manager,  
Union Bank of India,  
239, Vidhan Bhavan Marg,  
Mumbai - 400 021

**DECLARATION**

We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

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

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

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

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

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

We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 hours of the completion of the event. We also undertake to submit the Bill of Materials for the TCO (total cost of ownership) in terms of the RFP.

**Signature of the Director of the company**  
**Name of the Director**  
**Designation & Stamp:**

**Date & Place**  
**Address of Company / Organization:**

**Annexure-XI**

**Letter of Authority for participation in Reverse Auction**

To,  
The Asst. General Manager,  
Union Bank of India,  
239, Vidhan Bhavan Marg,  
Nariman Point,  
Mumbai - 400 021

We \_\_\_\_\_(name of the company) have submitted our bid for participating in Bank's RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

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

As per the terms of RFP and Business rules, we nominate Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction.

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

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

We, hereby confirm that we will honor the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which we will forfeit the Security deposit. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

**Signature of the Director of the company**

**Name of the Director**

**Designation & Stamp:**

**Date & Place**

**Address of Company / Organization:**

## Integrity Pact

## Annexure-X

**Tender Ref. No: SSD/AR/01/2021-22**

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

And

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

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

### 3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc of.....and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### 4. Commitments of the Buyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or

accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) / Seller(s) the same information and will not provide to any Bidder(s)/ Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

## 5. Commitments of the Bidder(s) / Seller(s).

5.1 The Bidder(s)/ Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- i) The Bidder(s)/ Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- ii) The Bidder(s)/ Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- iii) The Bidder(s)/ Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/ Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

5.2 The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).

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

5.4 Agents / Agency Commission:

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

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.

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

## 7. Company Code of Conduct

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

## 8. Sanctions for Violation

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

- i) To disqualify the Bidder / Seller with the tender process and exclusion from future contracts.
- ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv) To encash EMD / Advance Bank Guarantees/ Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.

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

## 9. Compensation for Damages

- 9.1 If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## 10. Price Fall Clause

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

## 11. Independent External Monitor(s)

- 11.1 The Buyer has appointed Independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFQ).
- 11.2 As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitors.
- 11.3 The Bidder(s) / seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitors.
- 11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank of India, Union Bank Bhavan, Vidhan Bhavan Marg,

Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

12. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14 Integrity Pact Duration

14.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.

14.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Union Bank of India.

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15. Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.1 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with Union Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

BIDDER\* / SELLER\*

Signature:

Signature:

General Manager/ Dy G M,

Authorized Signatory (#)

Union Bank of India,

.....Division

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

- (\*) - Authorized signatory of the company who has also signed and submitted the main bid
- (#) - Authorized signatory is not below the rank of Director/s.

## Annexure:XI

### CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

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

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

AND

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

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

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

W H E R E A S:-

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

#### NOW THIS AGREEMENT WITNESS:

##### 1. Interpretation

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

Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## 2. Confidentiality:

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

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

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

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

3. **Return or destruction:**

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

4. **Permitted disclosure:**

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

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

**5. Ownership of Information:**

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

**6. No Representation:**

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

**7. Remedies and Relief:**

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

**8. No Assignment**

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

**9. Severability**

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

## 10. Delay or Waiver

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

## 11. Notices

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

## 12. Term

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

## 13. Governing Law

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

## 14. Indemnity

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

## 15. Modification

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

## 16. Headings

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

**17. Counterparts**

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022:

Signed and delivered by  
M/s \_\_\_\_\_

Signed by:  
Name .....

Title .....

In the presence of  
.....

Signed and delivered by  
Union Bank of India

Signed by:  
Name .....

Title .....

in the presence of  
.....