



भारत सरकार का उपक्रम A Government of India Undertaking



REQUEST FOR PROPOSAL (RFP)

FOR

EMPANELMENT OF TALENT ASSESSMENT FIRMS/COMPANIES FOR ASSESSMENT OF BANK EMPLOYEES IN THE BEHAVIOURAL COMPETENCIES IDENTIFIED BY THE BANK

The information provided in response to this Request for Proposal (RFP) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

This document is prepared by Union Bank of India for empanelment of talent assessment firms for assessment of Bank employees in the behavioral competencies identified by the Bank. It should not be re-issued or copied or used either partially or fully in any form.

Union Bank of India
Union Bank Bhavan
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai - 400 021

Tender Reference No. : HRD/PMO-PMS/106/2022

Date: 12th May 2022

Disclaimer

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into 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 & 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 in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being E-tender, only bids received online on E-tendering portal <https://ubi.abcprocure.com> shall be considered as an offer. **Any bid submitted in physical form will not be received or opened and shall be summarily rejected.**

Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit the website <https://ubi.abcprocure.com> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your firm /company on the website <https://ubi.abcprocure.com> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder wants to participate on behalf of his/her firm /Company.
3. Upload supporting documents by clicking “Mapped Documents”. Then submit the tender. Take a screenshot of “Bid successfully submitted” message for reference.
4. Primary Contact Numbers: +91-9904406300, email id: support@procuretiger.com
5. Alternate Contact Details:-
 - a) Nandan Valera email: nandan.v@eptl.in Mob: 9081000427
 - b) Shaikh Nasruddin email: shaikh@eptl.in Mob: 9510812960
6. System requirement for online bid submission:
 - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
 - b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
7. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

NOTE: Submission of any bid document through offline mode will not be accepted and bids should be submitted on or before last date & time of bid submission.

Schedule of Events

S N	Particulars	Remarks
1	Tender Notification No	HRD/PMO-PMS/106/2022
2	RFP Issuance date	12.05.2022 at 14:30 hours
3	Last date for requesting clarification	18.05.2022 by 17:00 hours
4	Pre-bid Meeting	20.05.2022 at 11:00 hours
5	Clarifications to queries raised at pre-bid meeting	26.05.2022
6	Date of placing replies to queries / clarifications / corrigendum on Bank's website.	26.05.2022
7	Last date and time for receipt of Bid	10.06.2022 at 15:00 hours
8	Address For Proposal Submission (online submission)	https://ubi.abcprocure.com
9	Date & time of Technical Bid opening	10.06.2022 at 15:30 hours
10	Place of opening of Bids (Online)	Union Bank of India, 8 th Floor, Human Resources Department, Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021
10	Presentation by eligible Bidders	20.06.2022 at 11:00 hours
12	Cost of RFP	Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs. 1000/- for purchasing hardcopy from HR Department
13	Contact Details	Interested Bidders are requested to send the email to: amittiwari@unionbankofindia.bank minal.phalak@unionbankofindia.bank containing below mentioned information, so that in case of any clarification, same may be issued: Name of firm/company, contact person, Mailing address with Pincode, Telephone No., Mobile No., email address etc

The dates mentioned above are tentative and the Bidder acknowledges that he/she cannot hold the Bank responsible for any revision in these dates. Eligible bidders may choose to be present through online mode at the time of opening of bids. The shortlisted Bidders would be communicated the exact date of presentation and they should remain prepared for a presentation within a short notice.

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1. Introduction

Union Bank of India, a body corporate constituted and functioning under Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, a Public Sector Bank has its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, having Human Resource Department at 8th Floor. The Bank has been fulfilling the dreams & aspirations of millions of customers over the past 100 years and celebrated its Centenary Year in 2019. The Bank offers customer centric products and services across various sectors through 9300+ domestic branches, 11,800+ ATMs, 11700+ BC points, serving over 120 million customers with 77,000+ employees.

(More details are available on our website - www.unionbankofindia.co.in)

2. Objectives of the RFP

This Request for Proposal document [“RFP document” or “RFP”] has been prepared exclusively for the purpose of enabling Union Bank of India [hereinto referred as “the Bank”] to empanel talent assessment firms/companies for assessment of Bank employees in the behavioral competencies identified by the Bank.

Union Bank of India invites proposal from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) who have proven experience in the field of work/ consultancy related to online assessment of behavioural competencies through different techniques including but not limited to psychometric, cognitive and case-lets based test & generating customized Individual Development Plan report for the individuals.

3. Definitions

Following terms are used in the document interchangeably to mean:

- 3.1. “ACB” means Authorized Certifying Body
- 3.2. “Assignment” means the work to be performed by the selected Bidder pursuant to the Contract
- 3.3. “Bank”, unless excluded by and repugnant context or the meaning thereof, shall mean ‘Union Bank of India’, which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns
- 3.4. “BFSI” means Banking, Financial Services and Insurance
- 3.5. “Contract” or “Agreement” means the Contract signed by the successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 3.6. “Day” means calendar day

- 3.7. “Disclosing parties / Receiving Parties / Party / Parties” means Union Bank of India and Successful Bidder or both as the case may be
- 3.8. “DSC” means Digital Signature Certificate”
- 3.9. “IDP” Individual Development Plan
- 3.10. “Personnel / Resources” means professionals and support staff provided by the selected Bidder
- 3.11. “PoA” means Power of Attorney
- 3.12. “Proposal / Bid / Tender” means Response to the RFP Document with Technical proposal including any documents submitted by the bidder as per the formats prescribed in the RFP
- 3.13. “RBI” means Reserve Bank of India
- 3.14. “Recipient / Respondent / Bidder / Partner / Organization / Institution” means the “Person(s) / Firm /company / Organization / Vendor submitting RFP response / Bid offer as per the details mentioned in this document”
- 3.15. “RFP” means this Request for Proposal prepared by Union Bank of India for empanelment of talent assessment Firms/companies for assessment of Bank employees in the behavioral competencies identified by the Bank
- 3.16. “Scheduled Bank” means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934
- 3.17. “Successful / Selected Organization or Bidder” means the organization / bidder selected as the successful Bidder by the Bank in accordance with this RFP
- 3.18. “TCO” means Total Cost of Ownership
- 3.19. “Website” means Bank’s official website “www.unionbankofindia.co.in”

4. Invitation of Tender Bids

- 4.1. This RFP is an invitation for bidder’s responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the successful bidder.
- 4.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder’s risk and shall result in the rejection of its bid. The procedure, terms & conditions for submission of bid are enumerated in this RFP.
- 4.3. All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.
- 4.4. The RFP Document can be downloaded from Bank’s Website <http://www.unionbankofindia.co.in> or from Government portal eprocure.gov.in or e-Procurement Portal <http://ubi.abcprocure.com>. The Bidder response should

be uploaded online at the e-procurement portal <https://ubi.abcprocure.com>

5. Eligibility Criteria & Empanelment Conditions

Respondents Eligibility Criteria:

- 5.1. Only those Bidders fulfilling the following criteria should respond to the RFP. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.
 - 5.1.1. The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership under the Limited Liability Partnership Act 2008 / a proprietary firm in India and should be in existence for the last 4 years from the date of issuance of RFP.
 - 5.1.2. The Memorandum of Association (MOA) / Article of Association (AOA) / Partnership Deed should contain about the line of business sought in RFP. (Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed/Registration of the firm etc.)
 - 5.1.3. Bidder should have minimum average turnover of Rs. 75 lakhs (Rupees seventy five lakhs) during the last three financial years (2018-19, 2019-2020 & 2020-2021). This must be the individual firm /company turnover and not that of any group of companies (Copies of the audited financial statements of the firm/company showing the same are to be submitted).
 - 5.1.4. Bidder should have positive operating Profit (as EBITDA i.e. Earnings before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2018-19, 2019-2020 & 2020-2021.
 - 5.1.5. The bidder should have its own/licensed platform to run the behavioural competency assessment fully on an online mode and must have completed atleast one such assessment for any reputed organization in the last three years.
 - 5.1.6. The bidder should have completed similar behavioural competency assessment and IDP exercise for atleast 1000 (one thousand) assessee in any of the last five financial years on an online /offline platform. (Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted)
 - 5.1.7. The companies or firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head), as per Annexure VIII, that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their firm / Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been removed from the blacklist as on date of submission of the tender, otherwise the bid will not be considered.
- 5.2. The bidder is required to provide documentary evidence fulfilling the eligibility criteria on firm / company's letter head with supporting documents (point no 5.1.1

- to 5.1.6.) and undertaking letter as per Annexure VIII (point no 5.1.7) may be duly signed by the authorized signatory.
- 5.3. Bidders are required to provide duly authenticated supporting documents like company's MOA, AOA, Certificate of incorporation, certificate of business commencement, audited balance sheet, P&L account statement, purchase order/ work orders, work experience certificate, GST returns etc. The documents are required to be signed by the authorized signatory of the company with the company's stamp/seal.
 - 5.4. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all Annexures, Addendum and Corrigendum based on the requirements, specifications, terms and conditions laid down in this RFP. Bidder is required to submit the letter as per format provided in Annexure VII of the RFP along with the bid.
 - 5.5. The bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the proposal. The bidder should enclose documentary proof in support of all eligibility criteria while submitting the technical Proposal, failing which the technical Proposal will not be considered for further evaluation. There is no restriction on the number of credentials bidder can provide, however all credentials should be appropriately bound, labelled and segregated in the respective areas. All the credentials of the applicant necessarily need to be relevant to the Indian market.
 - 5.6. The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process.
 - 5.7. To assist in the scrutiny, evaluation, and comparison of offers, Bank may, at its discretion, ask some or all bidders for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. The Bank reserves the right to:
 - 5.7.1. Ascertain information from the banks and other institutions to which the Applicant has rendered its services for execution of similar projects. Such feedbacks from high ranking officials would also form part of Empanelment and any strong adverse comment/ action about product or service would make the bidder ineligible for further assessment/ processing.
 - 5.7.2. Accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the applicants to this document and Bank will not entertain any correspondence in this regard. The Bank, at its discretion, may reject the proposal of the Applicant, without giving any reason whatsoever, if in the Bank's opinion the bidder could not present or demonstrate the proposed solution as described in the proposal.

5.8. Integrity Pact:

Bidders, 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 this pact would be the preliminary qualification. Any bid above 1.50 Crores not accompanied by Integrity Pact duly signed by the bidder along with the technical bid, shall be a non-responsive bid and shall be summarily rejected.

IP shall cover all the phases of contract i.e., from the stage of Notice Inviting Tender (NIT) / Request for Proposal (RFP), till the conclusion of contract i.e., final payment or duration of warranty / guarantee. Format of IP (to be executed on a plain bond paper) is attached as Annexure XIII 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. Amit Tiwari
Chief Manager
Ph. No.: 8349929390
E-mail: amittiwari@unionbankofindia.bank

Other Empanelment Conditions:

- 5.9. All selected vendors from the empanelled list shall be required to execute a Non-Disclosure Agreement as per Annexure IX.
- 5.10. This RFP shall not define project terms and guidelines. They shall be specified in the Limited Tender Enquiry (Request for Quote (RfQ) documents issued for the specific requirement. Some of the conditions are listed below:
 - 5.10.1.No. of employees who are to be assessed.
 - 5.10.2.List of behavioural competencies, behavioural traits and level of executives in the leadership cadre to be assessed.
 - 5.10.3.Other project specific eligibility criteria
 - 5.10.4.Penalty & liquated damages

- 5.10.5. Earnest Money Deposit
- 5.10.6. Performance Bank Guarantee Terms
- 5.10.7. Service level Terms & Conditions
- 5.10.8. Scope of the Project
- 5.10.9. Specific legal terms
- 5.10.10. Payment Terms

- 5.11. No commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from Empanelled Vendors.
- 5.12. The terms of the RFQ shall be read in consonance with the terms stated in the document. Bank's decision in this respect to any interpretation of RFP and RFQ terms shall be final and binding.
- 5.13. Successful Empanelment does not construe commitment from the Bank to provide opportunities to the empanelled vendors.
- 5.14. The names of the empanelled vendors will be displayed in the corporate website.
- 5.15. Individual communication will be sent to the empanelled vendors.

6. Empanelment Period:

- 6.1. The empanelment will be valid for a period of 3 years from the date of empanelment order and it may be extended on yearly basis at the sole discretion of the bank with maximum of 2 extensions. Irrespective of the initial / extended period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions.
- 6.2. The review of empanelled vendors may be conducted at an interval decided by the Bank, and the Bank may revisit any of the condition of this empanelment during review. The Review process may be limited to the existing panel of Vendors and/or if considered necessary, Bank may adopt open RFP/Tender process to empanel New Vendor(s). The Bank at its discretion may terminate any of the Vendors from its panel based on the review. Bank shall also have the right to cancel this panel of vendors at any time during the empanelment period.

7. Broad Scope of Work

Project Objectives:

The Bank wishes to empanel the talent/ competency assessment firms/companies for assessment of its employees in the behavioural competencies identified by the Bank & provide Individual Development Reports (IDPs). The Bank requests proposals from renowned and experienced specialized vendors for undertaking the above assignment. Limited tender

option (RFQ) will be used for selecting vendor from the empanelled vendors. This empanelment shall be based on the requirements of the Bank and availability of such experience and expertise with the bidder.

Broad Scope of the Project:

- 7.1. The selected vendor would be required to conduct behavioural competency assessment of its employees who may be in different cadres of the bank i.e Top Management, Senior Management, Middle Management etc.
- 7.2. The behavioural competencies would be identified by the bank. The vendor would do the assessment in the identified behavioural competencies which includes but not limited to:
 - 7.2.1. Individual Ownership & Accountability
 - 7.2.2. Emotional Intelligence
 - 7.2.3. Communication
 - 7.2.4. Collaboration
 - 7.2.5. Change Management
 - 7.2.6. Customer Focus
 - 7.2.7. Digital Mindset
 - 7.2.8. Compliance & Risk Discipline
- 7.3. The vendor would do the assessment on an online platform through assessment techniques which must include but not limited to psychometric test, cognitive ability test and case-lets based test.
- 7.4. The assessment test and reports are to be customized as per bank requirements.
- 7.5. Reports: Based on the assessment, vendor would be required to provide reports which contains the following:
 - 7.5.1. Executive summary showing areas of strength and areas of weakness for each individual based on the all the test conducted.
 - 7.5.2. Each individual reports to show score for each individual competencies as combined outcome of all assessments.
 - 7.5.3. For each competency, a detailed analysis report to be given about the related behavioural traits.
 - 7.5.4. The vendor would provide Individual Development Plan (IDP) to each individual containing suggestive steps to be taken to improve on the competencies.
 - 7.5.5. The vendor would provide a report containing scores of all individuals assessed for each competencies in an excel sheet format as defined by the bank.
 - 7.5.6. Repository of all the reports would be required to be shared with the bank.
 - 7.5.7. Along with individual reports for the participants, the vendor would be required to create group reports containing scale-wise analytics. Vendor would also prepare analytics reports at different unit levels also. (Regional Office, Zonal Office & different levels.)
- 7.6. The vendor would be required to complete the assessment exercise in the time stipulated by the bank.
- 7.7. The vendor would be required to do debrief sessions with the target audience before

- and after the assessment to explain the target audience about the assessment process and the test reports of the assessment tests conducted respectively.
- 7.8. The vendor would be required to conduct reassessment to gauge the impact of development activities after a period of time.
 - 7.9. The vendor would be required to ensure availability of commensurate platform to facilitate concurrent access to all the participants.
 - 7.10. A specimen of the test and reports is to be submitted as part of the bid.
 - 7.11. The vendor would be required to assign a project manager to drive the project in all stages and monitor completion of the assessment activities defined.
 - 7.12. The vendor would be required to have a sufficient technical support available 24x7 to trouble shoot any issues that the participants may face while accessing the assessment platform.

8. Cost of RFP Document

- 8.1. Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs. 1000/- for purchasing hardcopy from HR Department, Union Bank of India, Central Office, Mumbai.
- 8.2. All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

9. Exemption of RFP Fee

- 9.1. Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of RFP fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.
- 9.2. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.
- 9.3. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- 9.4. Bidders may please note:
 - 9.4.1. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
 - 9.4.2. "Start-up" firm / company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile

Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

- 9.4.3. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up firm /company status, can claim exemption for tender fee.

10. Language of Bid

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

11. Amendments of Bidding Documents

- 11.1. Union Bank reserves the sole right for carrying out amendments / modifications / changes in the bidding process including any addendum to this entire bid. Bidders shall not claim as a right, requiring Union Bank to do the aforesaid.
- 11.2. Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on the Bank's website (www.unionbankofindia.co.in), Govt. Tender Site (www.eprocure.gov.in) and e procurement site <https://ubi.abcpocure.com> . No individual communication would be made in this respect.
- 11.3. All prospective bidders to this RFP are required to check for addendums / amendments / notices to this RFP on the Bank's website (www.unionbankofindia.co.in), Govt. Tender Site (www.eprocure.gov.in) and e procurement site <https://ubi.abcpocure.com> till the last date of availability, prior to submission of bids and all such addendums / amendments / notices shall be binding on them.
- 11.4. If required, Union Bank at its sole discretion may extend the deadline for submission of bids in order to allow prospective bidders reasonable time in which they need to take the amendment into account in preparing their bids. Union Bank reserves the rights to extend the deadline for the submission of bids. However, no request from the bidder, shall be binding on Union Bank for the same. Union Bank's decision in this regard shall be final, conclusive and binding on all the bidders.

12. Authorization to Bid

- 12.1. The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or company sign the bid documents.

- The designated personnel should be authorized by a senior official of the organization having authority. The Bid should be signed by the authorized signatory of the bidder. A suitable authorization letter / board resolution on the letterhead of the firm/company to that effect shall be submitted by the bidders.
- 12.2. All pages of the bid shall be signed by the authorized signatory signing the bid.
 - 12.3. Bid form shall be signed in full & official stamp/ seal affixed.
 - 12.4. All such signatures shall be supported by a rubber stamp impression of the Bidder's firm/company.
 - 12.5. The proposal must be accompanied with undertaking letter duly signed by the authorized signatory as per annexure I, annexure VII and annexure VIII on the letterhead of the bidder company/firm only. The letter should also indicate the complete name and designation of the designated personnel.

13. Bid/Offer

- 13.1. This is an e-Tender, only electronic submission of bid on the e-tendering website is required within the timelines specified. Hardcopies to be submitted as and when asked by the Bank.
- 13.2. The Bid / Offer should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- 13.3. Bidders are expected to examine all terms and instructions included in the RFP. Failure to provide any requested information in this RFP will be at bidder's own risk and may result in the rejection of the proposal.
- 13.4. The Bank may, at its discretion, extend this deadline for submission of bids by amending the RFP Document.
- 13.5. RFP signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this RFP document shall be short-listed for Empanelment.
- 13.6. In addition, the following documents are to be submitted Online at the e-procurement site <https://ubi.abcprocure.com> :

Annexure I:	Letter of Acceptance
Annexure II:	Bidder's Profile Format
Annexure III:	Eligibility Criteria
Annexure IV:	Compliance to RFP terms & Conditions
Annexure V:	Technical Specifications
Annexure VI:	Details of Similar Projects Completed
Annexure VII:	Declaration for Compliance
Annexure VIII:	Undertaking by Bidder
Annexure IX:	Confidentiality / Non-Disclosure Agreement
Annexure X:	Bid Query Format
Annexure XI:	Know Your Employee (KYE) Clause

- Annexure XII: Certification of RFP Cost Waiver for MSME/NSIC Firms/companies
Annexure XIII: Integrity Pact
Annexure XIV: List of documents

- 13.7. The Bid should be signed by the authorized signatory of the bidder. A power of attorney/Authorization letter/Board Resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with bid.
- 13.8. All the annexures should be submitted in letter head of bidder duly signed with seal /stamp of the firm / company. (All these documents are to be filed in one file). Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the vendor are also to be uploaded separately.
- 13.9. All the pages in RFP to be submitted in the technical bid are to be duly signed with firm /company's stamp/seal.
- 13.10. The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 13.11. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 13.12. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 13.13. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. supply Installation, Implementation etc.
- 13.14. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (www.unionbankofindia.co.in), Govt. Tender Site (www.eprocure.gov.in) and e procurement site <https://ubi.abcprocure.com> and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids. No post bid clarification of the bidder shall be entertained.

14. RFP Clarifications

- 14.1. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to amittiwari@unionbankofindia.bank with subject "RFP For Request for Proposal (RFP) Empanelment of Talent Assessment Firms/companies for Assessment of Bank

- Employees in the Behavioral Competencies identified by the Bank” as per the date given in the schedule of events of this RFP document.
- 14.2. The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank as per Annexure X. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit our Banks website www.unionbankofindia.co.in , government tender portal www.eprocure.gov.in and at e-procurement portal <https://ubi.abcprocure.com> for clarifications and other communications.
 - 14.3. Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank’s website www.unionbankofindia.co.in , government tender portal www.eprocure.gov.in and at e-procurement portal <https://ubi.abcprocure.com>.

15. Rejection of Bid

The Bidder liable to be rejected if:

- 15.1. The document does not bear signature of authorized signatory in each page and duly stamped.
- 15.2. It is received through Fax/E-mail.
- 15.3. It is received after expiry of the due date and time stipulated for Bid submission.
- 15.4. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
- 15.5. It is evasive or contains incorrect information.
- 15.6. Any form of canvassing / lobbying / influence/ query regarding short listing, status etc. will be a disqualification.
- 15.7. Bidder should comply with all the points mentioned in the scope of work. Non-compliance of any point will lead to rejection of the bid.
- 15.8. Bids not submitted online

16. Other Terms and Conditions of RFP

- 16.1. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 16.2. By submitting a proposal, the selected vendor agrees to promptly contract with the Bank for any work awarded. Failure on the part of the selected vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 16.3. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept

- the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly agreed to in writing to the Bank and accepted by the Bank in writing.
- 16.4. The selected vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the selected vendor's inability to meet the established delivery dates or any other reasons attributing to the selected vendor then, that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 16.5. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the proposed bidders requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 16.6. All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 16.7. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 16.8. This tender document may undergo change by either additions or deletions or modifications before the last date and time of submission by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The addendums, if any, shall be published on Bank's website

- www.unionbankofindia.co.in , government tender portal www.eprocure.gov.in and at e-procurement portal <https://ubi.abcpocure.com> .
- 16.9. The Bank reserves the right to extend the dates for submission of responses to this document.
- 16.10. Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All responses to be submitted as per Bid query format in Annexure X. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document. The bidder, who posed the question, will remain anonymous.
- 16.11. Preliminary Scrutiny - The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 16.12. The Bank shall be under no obligation to accept any offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.
- 16.13. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- 16.14. Erasures or Alterations - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 16.15. Price Discussion - No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from Empanelled vendors.
- 16.16. If the Bank is not satisfied with the technical specifications as specified in the tender document and observes deviations, the technical bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject technical bid.
- 16.17. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of

entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

- 16.18. The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

17. Modifications and Withdrawals of Bids

- 17.1. The bidder may modify its bid's submission anytime by logging in to the website <https://ubi.abcprocure.com> and uploading the documents again till last date and time of bid submission. Only the latest bid and the documents uploaded in the portal till the last date of submission will be considered for evaluation.
- 17.2. No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.
- 17.3. No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, default bidder will be suspended from participating in future tenders of bank.
- 17.4. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

18. Period of Bid Validity

- 18.1. Bid shall remain valid for duration of 6 (six) calendar months from Bid submission date. Bid valid for shorter period is liable to be rejected by the Bank as non-responsive.
- 18.2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- 18.3. The Bank reserves the right to call for fresh Bids at any time during the Bid validity period if considered necessary.

19. RFP Response

- 19.1. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.
- 19.2. Bid properly documented should be uploaded on e-Procurement site <https://ubi.abcprocure.com> within stipulated date & time mentioned in the RFP.

20. Service Level Agreement

- 20.1. Bank will be signing an SLA/NDA contract with the vendor selected by means of limited tender from the empaneled list. Penalty related to implementation / migration / support services will be applicable to selected vendor.
- 20.2. The Bank reserves the right to recover the penalty amount in the following events:
 - 20.2.1. The support at any location is not up to the satisfaction of the Bank.
 - 20.2.2. For any other valid reasons determined by the Bank.
 - 20.2.3. Non-payment of penalty claimed by the Bank.
- 20.3. Issues not attributable to the vendor will be exempted from levying the penalty.
- 20.4. Bank reserves its right to recover this amount by deducting payments to be made by the Bank to the bidder.

21. Earnest Money Deposit and Performance Bank Guarantee

This being an RFP for empanelment of Talent Assessment Firms/companies, no EMD / PBG is prescribed for this specific empanelment. However, EMD / PBG shall be specified at the time of specific RFQs.

22. Evaluation of Bid Received

- 22.1. During technical evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If the bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us.

- 22.2. Setting of evaluation criteria for selection processes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
- 22.3. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such minor issues (as mentioned above) may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- 22.4. All bidders will be required to give presentation of their offered services clearly demonstrating implementation. Failure of a bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. The duration of the presentation shall be maximum of 30 minutes excluding time for queries and interaction. Giving mere presentation should not be considered as being qualified/shortlisted for further process. In this regard, Bank decision will be final and binding on all bidders.
- 22.5. Presentation should be made by the employee or the authorized person from the respective bidder as on the date of presentation and hiring of outsider will not be allowed for presentation. The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence. Bidder should give presentation on the receipt of Bank's notice. The presentation should contain:
- 22.5.1. Brief about the company/firm
 - 22.5.2. Specialization of the bidder in the domain areas specified by the bank
 - 22.5.3. Sample reports and test methodologies etc
 - 22.5.4. Any other relevant areas
- 22.6. A material deviation, reservation or omission which should not be waived are those that:
- Affect, in any substantial way, the scope, quality or performance of the goods and related services specified in the contract;
 - Limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity's rights or the bidder's obligations under the contract; or
 - If rectified, would unfairly affect the competitive position of other bidders quoting substantially responsive bids.
- 22.7. The bids received in response of this RFP shall be evaluated by a committee of the bank, as per the evaluation matrix furnished in next page.

S.No.	Parameters	Max. Marks	Criteria	Marks
1	Experience: (Track Record)	60		
A	Maximum number of individual assessed in any of the last three financial years ie.2019-20, 2020-21, 2021-22 (Work Order along with completion certificate or any other document clearly showing the number of people assessed to be submitted)	15	> 1000 individuals assessed online only	15
			>500 to 1000 individuals assessed online only	12
			>= 500 individuals assessed online /offline	10
			< 500 individuals assessed online/offline	8
B	Experience of conducting similar assessments for top / senior management of any reputed organization/s	5	Yes	5
C	No. of different organizations served for behavioural competency assessment in the last 5 years	15	> 10	15
			> 6 but less than 10	12
			<= 6	8
D	Similar Assessment done in BFSI Sector in the last 5 years.	15	More than one organization	15
			In one organization	10
E	Number of years of operation in India as on 31.03.2022	10	> 4 years	10 (Additional 1 mark for each additional year, subject to max. of 10 marks)
			= 4 years	5

25. Confidentiality

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

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

26. Indemnity and Limitation of Liability

- 26.1. The bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively “Loss”) on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.
- 26.2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- 26.3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
 - 26.3.1. Indemnified Party's misuse or modification of the service
 - 26.3.2. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party
 - 26.3.3. Indemnified Party's use of the service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:

- 26.3.3.1. Procure the right for Indemnified Party to continue using it
- 26.3.3.2. Replace/Modify it with a non-infringing equivalent
- 26.4. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

27. Intellectual Property Rights:

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

28. Minimum Wages

- 28.1. The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their firm / company letterhead signed by authorized signatory.
- 28.2. The empaneled vendor will ensure strict compliance of all labour laws, insurance, minimum wages to the personnel employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of empaneled vendor and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the empaneled vendor /their employees and the bidder or his employees, staff, personnel, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

29. Non-Transferable Offer

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

30. Responsibility for Completeness

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

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

31. Audit

- 31.1. The empanelled vendor shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.
- 31.2. The bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.
- 31.3. In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.
- 31.4. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's/RBIs representative

access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the empanelled vendor.

32. Force Majeure

- 32.1. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
 - 32.1.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
 - 32.1.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
 - 32.1.3. Terrorist attacks, public unrest in work area;
- 32.2. Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above

33. Exit Clause

- 33.1. The Bank reserves the right to cancel/exit the contract in the event of happening one or more of the following conditions:
 - 33.1.1. Failure of the selected vendor to accept the contract within 15 days from receipt of purchase order.
 - 33.1.2. Delay in delivery beyond the specified period
 - 33.1.3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
 - 33.1.4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- 33.2. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of One month during the contract period. Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/considered. Such proposals will be disqualified.

34. Termination of Empanelment

- 34.1. Bank shall serve the notice of termination to the empanelled vendor at least 30 days prior, of its intention to terminate services.
- 34.2. The Bank will be entitled to terminate this empanelment, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:
 - 34.2.1. The empanelled vendor commits a breach of any of the terms and conditions of the bid.
 - 34.2.2. The empanelled vendor goes into liquidation voluntarily or otherwise.
 - 34.2.3. The empanelled vendor does not participate in consecutive 2 RFQs for which he is otherwise eligible.
 - 34.2.4. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
 - 34.2.5. The progress regarding the execution of the order accepted by the empaneled vendor is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the empaneled vendor is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
 - 34.2.6. Non-satisfactory performance of the empaneled vendor during implementation and operation.
 - 34.2.7. An act of omission by the Bidder, its employees, its personnel, its agents, or employees of the consortium in the performance of the services provided by this contract.
 - 34.2.8. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
 - 34.2.9. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the empaneled vendor.
 - 34.2.10. Successful bidder is found to be indulging in frauds.
 - 34.2.11. The bank suffers a reputation loss on account of any activity of empaneled vendor or penalty is levied by regulatory authority.
 - 34.2.12. In the event of sub contract or assignment contrary to the terms of agreement.

35. Jurisdiction

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

36. Limitation on Promotion

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

37. Termination for Insolvency

Bank at any time terminates the contract by giving written notice to bidder, if bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to Bank.

38. Governing Law and Disputes

- 38.1. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, party (Union Bank or Bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996.
- 38.2. Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 38.3. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

39. Resolution of Disputes

All disputes and differences of any kind, whatsoever, between the Bidder and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the

Contract, shall be settled amicably by both Bank and bidder. If after thirty days from the commencement of such informal negotiations, Bank and bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

40. Tender / RFP Cancellation

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

41. Conflict of Interest

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

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

42. Non-Solicitation

The selected Bidder, during the term of the contract and for a period of four and half months thereafter shall not without the express written consent of the Bank, directly or indirectly recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee of the Bank or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or induce any person who shall have been an employee or associate of the Bank at any time to terminate his/her relationship with the Bank.

43. Proposal Ownership

The proposal and all supporting documentation submitted by bidders shall become the property of Union Bank unless the bank agrees to bidder's specific requests, in writing, that the proposal and documentation be returned or destroyed.

44. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner. Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

45. Submission of Bids

The bidders have to submit bid through Online ONLY. All documents as per requirement of RFP must be uploaded on the site <https://ubi.abcprocure.com>.

Bids will be opened at the following address as per the schedule date and time.

Union Bank of India,
Human Resources Department,
8th Floor, Union Bank Bhavan,
239, Vidhan Bhavan Marg,
Mumbai - 400021.

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

Annexure I

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

To

Chief General Manager,
Union Bank of India
Human Resources Department,
8th Floor, Union Bank Bhavan,
239, Vidhan Bhavan Marg,
Nariman Point,
Mumbai - 400021

Dear Sir,

Sub: Request for Proposal (RFP) for empanelment of talent assessment Firms/companies for assessment of Bank Employees in the behavioral Competencies Identified by the Bank

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

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

We also confirm that the offer shall remain valid for 6 (six) calendar months from the date of the offer.

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

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.

Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination of commercial bids.

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Place:

Date:

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, seal/stamp of the firm/company)

Annexure II

Bidder's Profile Format
(To be submitted by all Bidders' on their letter head)

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India / Date of Partnership Deed Execution/ Date of registration		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile no.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three FYs)	Annual Turnover (Rs. In lacs)	EBITDA (Rs. In lacs)
	2020-21		
	2019-20		
	2018-19		
	(Only company/firm figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

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

Dated this..... Day of 2022

(Signature)

(In the capacity of)

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

Annexure III

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

Sl. No.	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
1.	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership under the Limited Liability Partnership Act 2008 / a proprietary firm in India and should be in existence for the last 4 years from the date of issuance of RFP. The Memorandum of Association (MOA) / Article of Association (AOA) / Partnership Deed should contain about the line of business sought in RFP.	<ul style="list-style-type: none"> ➤ Certificate of Incorporation, Memorandum of Association, & Article of Association if it is company. ➤ Partnership deed along with tax returns if it is a partnership firm or limited liability partnership. ➤ GST certificate along with PAN Card copy if it is a proprietary firm. 	
2.	Bidder should have minimum average turnover of Rs. 75 lakhs during the last three financial years (2018-19, 2019-2020 & 2020-2021). This must be the individual company/firm turnover and not that of any group of companies	<ul style="list-style-type: none"> ➤ Copies of the audited balance sheet and Profit & Loss Statement of the company/firm showing the same is to be submitted. 	
3.	Bidder should have positive operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2018-19, 2019-2020 & 2020-2021.	<ul style="list-style-type: none"> ➤ Copies of the audited balance sheet and Profit/Loss statement of the company/firm are to be submitted. 	
4.	The bidder should have its own/licensed platform to run the behavioural competency assessment fully in an online mode and must have completed at least 1 such assessment for any reputed organization in last 3 years	<ul style="list-style-type: none"> ➤ Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted or any other relevant documentary proof. 	

Sl. No.	Pre-Qualification Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
5.	The bidder should have completed similar behavioural competency assessment and IDP exercise for atleast 1000 (one thousand) assessee in any one of the last five financial years on an online/offline platform.	➤ Work order/Completion certificate/Certificate from client or any other document clearly indicating the number of people assessed is to be submitted or any other relevant documentary proof.	
6.	The companies or firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company/firm was blacklisted by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	➤ An undertaking to this effect must be submitted in their letter head as per Annexure VIII	

Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

Annexure IV

Compliance to RFP Terms & Conditions
 (To be submitted by all Bidders' on their letter head)

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Objectives of the RFP	
3	Definitions	
4	Invitation of Tender Bids	
5	Eligibility Criteria and Empanelment Conditions	
6	Empanelment Period	
7	Broad Scope of Work	
8	Cost of RFP Documents	
19	Exemption of RFP Fee	
10	Language of Bid	
11	Amendments of Bidding Documents	
12	Authorization to Bid	
13	Bid/Offer	
14	RFP Clarifications	
15	Rejections of Bid	
16	Other Terms & Conditions of RFP	
17	Modifications and withdrawals of Bid	
18	Period of Bid Validity	
19	RFP Response	
20	Service Level Agreement	
21	Earnest Money Deposit and Performance Bank Guarantee	
22	Evaluation of Bid Received	
23	Payment Terms	

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
24	Authorized Signatory	
25	Confidentiality	
26	Indemnity and Limitation of Liability	
27	Intellectual Property Rights	
28	Minimum Wages	
29	Non-Transferrable Offer	
30	Responsibility for Completeness	
31	Audit	
32	Force Majeure	
33	Exit Clause	
34	Termination of Empanelment	
35	Jurisdiction	
36	Limitation on Promotion	
37	Termination for Insolvency	
38	Governing Law and Disputes	
39	Resolution of Disputes	
40	Tender / RFP Cancellations	
41	Conflict of Interest	
42	Proposal Ownership	
43	Taxes and Duties	
44	Submission of Bids	

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

Annexure V

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

S. No	Technical Requirement	Compliance (Yes/No)
1.	The selected vendor would be required to conduct behavioural competency assessment of its employees who may be in different cadres of the bank i.e Top Management, Senior Management, Middle Management etc.	
2.	The bidder would be required to do the behavioural competency assessment fully on an online platform.	
3.	The behaviour competency to be assessed must include the 8 (eight) competencies as defined in the scope of work. However, bidder must have capability to assess other behavioural competencies as well.	
4.	The competency assessment is to be done at behavioural traits level for different cadres of employees as defined by bank.	
5.	The behavioural competencies assessment would require to be done using different assessment techniques which includes but not limited to psychometric test, cognitive ability test and case let based test.	
6.	The bidder to have capability to customize the assessment test as per the requirement of the bank	
7.	Bidder to be able to give one consolidated report for an individual having areas of strength and areas of improvement based on all the assessment test.	
8.	Separate test reports for an individual for different test would be required to be generated.	
9.	The vendor would provide a report containing scores of all individuals assessed for each competency in an excel sheet format as defined by the bank.	
10.	The vendor would be required to create group reports for bank containing scale wise analytics and also analytics report at different unit levels (Regional office Zonal Office etc)	
11	The vendor would provide Individual Development Plan (IDP) to each individual containing suggestive steps to be taken to improve upon the competencies.	

12	Debrief Sessions would be required to be conducted for the target audience before and after the assessments.	
13	The vendor may be required to conduct reassessment to gauge the impact of development activities after a period of time.	
14	The vendor would be required to have a sufficient technical support available 24X7 to troubleshoot any issues that the participants may face while accessing the assessment platform.	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure VI

Details of Similar Projects Completed
(To be submitted by all Bidders' on their letter head)

S.No.	Name of Organization	Address along with Phone no. & email ID	No. of Users Assessed	Type of test Conducted
1.				
2.				
3.				
4.				

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure VIII

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

Place:

Date:

To,
The Chief General Manager,
Union Bank of India,
Human Resources Department,
8th Floor, Union Bank Bhavan,
Mumbai - 400 021

We _____ (bidder name), hereby undertake that-

- We hereby confirm that we agree to all the RFP terms and conditions of the RFP/_____ dated_____, its Annexes, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
- We confirm that the undersigned is authorized to sign on behalf of the company/firm and the necessary support documents delegating this authority is enclosed to this letter.
- Successful Empanelment does not construe commitment from the Bank to provide opportunities to the empaneled vendors. We also agree that you are not bound to accept the lowest or any bid received, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm/company or in any other way that may affect capability to provide / continue the services to Bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and stamp/Seal
of the Company/firm)

Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2022, and shall be deemed to have become in full force and effect from (the “Effective Date”). BY and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

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

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

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

WHEREAS:-

- i. Vendor inter-alia is engaged in the business of providing Behavioural Competencies Assessment 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 _____

Annexure X

Bid Query Format
(To be submitted by all Bidders' on their letter head)

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

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

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

Place:

Signature:

Date:

Name & Designation:

Business Address:

Annexure XI

Know Your Employee (KYE) Clause
(Bidder has to submit Undertaking on company/firm letter head as per format given below)

1. We _____ (name of the company/firm) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for

_____ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for _____ (Name of the RFP).”

Signature of Competent Authority with company/firm seal

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Signatory _____

Designation of Authorized Signatory _____

Signature of Authorized Signatory _____

Verified above signature

Signature of Competent Authority _____

Date _____

Annexure XII

Certificate for RFP Cost Waiver for MSME/NSIC Firms/companies

(in Letter head of Chartered Accountant)

Date:

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2021. Further we certify that the Company/firm is classified under MSME as per MSME Act 2006.

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

Chartered Accountant

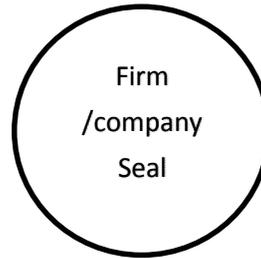
Firm/company Name

Signature

Name

Reg.No.

VID No.



-----XXXXX-----

Tender Ref. No.:

Integrity Pact

(To be executed on a Plain Bond Paper)]

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 **Human Resources 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' and the second party, is willing to offer/ has offered the Stores and / or Services

2. Whereas the Bidder 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 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 Empanelment of Talent Assessment Firms/Companies for Assessment of Bank Employees in the Behavioral Competencies Identified by the Bank and the Bidder 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).

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

5.1 The Bidder(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) 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) will not enter with other Bidders s into any undisclosed agreement or understanding, whether formal or informal. This applies 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) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(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) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).
- 5.2 The Bidder(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).
- 5.3 The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences
- 5.4 Agents / Agency Commission:

The Bidder confirms and declares to the buyer that the 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 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 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 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 Bidder will be liable to refund that amount to the Buyer. The Bidder 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 Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the 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 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 exclusion from the tender process.
- 6.2 If the Bidder makes incorrect statement on this subject, Bidder 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 are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) 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), 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) from the tender process or take action as per the procedure mentioned herein below:
- i) To disqualify the Bidder with the tender process and exclusion from future contracts.

- ii) To debar the Bidder 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 for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder 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 to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains knowledge of conduct of a Bidder or of an employee or a representative or an associate of a Bidder 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) (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, 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), 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 10 months after the last payment under the contract, and for all other Bidders 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) 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.

15.3 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 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 _____ (Bidder) and _____ on _____ (Buyer)

BUYER

BIDDER*

Signature:

Signature:

Authorized Signatory

Authorized Signatory (*)

Union Bank of India,

.....Department

Date:

Date:

Rubber Stamp:

Rubber Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*) - Authorized signatory of the Organization who has also signed and submitted the main bid

Annexure XIV

Checklist of Documents to be submitted
(To be submitted by all Bidders' on their letter head)

Documents to be submitted	Format as per	Attached in Bid (Yes/No)	Page No	
			From	To
RFP Document				
Authorization letter/Board Resolution/Power of Attorney for Authorized signatories.				
Letter of Acceptance	Annexure I			
Bidder's Profile Format	Annexure II			
Eligibility Criteria	Annexure III			
Compliance to RFP terms & Conditions	Annexure IV			
Technical Specifications	Annexure V			
Details of Similar Projects Completed	Annexure VI			
Declaration for Compliance	Annexure VII			
Undertaking by Bidder	Annexure VIII			
Confidentiality / Non-Disclosure Agreement	Annexure IX			
Bid Query Format	Annexure X			
Know Your Employee (KYE) Clause	Annexure XI			
Certification of RFP Cost Waiver for MSME/NSIC Firms/Companies	Annexure XII			
Integrity Pact	Annexure XIII			

NOTE:

- Supporting documents must be attached wherever applicable.
- Specimen sample test and reports to be submitted
- All pages of bid documents must be signed by authorized person
- All pages of bid documents should be numbered in serial order i.e 1,2,3 and so on.
- The technical bid should be properly to search documents with annexure in starting to explain positioning of documents in bid.

Signature of Authorized Signatory:
Name of Authorized Signatory
Name of the Firm/Company:
Stamp/ Seal of the Firm/Company:

Designation: