

प्रापण विभाग, प्रथम तल , केंद्रीय कार्यालय, मुंबई

PROCUREMENT DEPARTMENT, 1<sup>ST</sup> FLOOR, CENTRAL OFFICE, MUMBAI

संदर्भ Ref: PROC: 437 :2026

दिनांक Date: 01.07.2026

**Corrigendum - 1 to tender document Reference No. PROC:323:2026 dated 10.06.2026 issued for the RFP for empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account**

With reference to the tender document published on 10.06.2026, the important dates related to the tender document are revised as follows:

- Original date of Issuance of tender document: 10.06.2026.
- Last date for submission of tender document (as per original schedule): 02.07.2026 upto 3.00 pm
- **Revised last Date for Submission of tender document (as per corrigendum I): 13.07.2026 up to 2:30 PM**
- **Date of Opening of tender document: 13.07.2026 at 3:00 PM**

Any further modifications to the RFP, if necessary, will be published exclusively through an Addendum/Corrigendum on the Bank's official website <https://www.unionbankofindia.bank.in> and on the Government e-Procurement portal <https://www.eprocure.gov.in>.

**Note:** Except as mentioned above, all other terms and conditions of the RFP issued on 10.06.2026 shall remain unchanged.

(s/d)  
सहायक महाप्रबंधक  
(प्रापण विभाग)

"एमएसएमई प्रस्ताव के ड्यू डिलिजेंस और एमएसएमई खाते के अंतिम उपयोग सत्यापन" के लिए एजेंसियों का पैनल हेतु प्रस्ताव के लिए अनुरोध (आरएफपी)

**Request for Proposal (RFP)**  
**For**  
**Empanelment of Agencies for "Due Diligence of MSME Proposal and End Use Verification of MSME Account"**

आरएफपी संदर्भ संख्या RFP Reference No. PROC:323:2026

दिनांक Date: 10/06/2026

द्वारा जारी किया गया **Issued by:**

यूनियन बैंक ऑफ इंडिया, प्रापण विभाग ,  
पहली मंजिल, 239, यूनियन बैंक भवन, विधान भवन मार्ग,  
नरीमन पॉइंट, मुंबई - 400021  
Union Bank of India, Procurement Department  
1st floor, 239, Union Bank Bhawan, Vidhan Bhawan Marg,  
Nariman Point, Mumbai - 400021  
संपर्क Contact:02245653726 ईमेल Email:Procurement@unionbankofindia.bank.in

## BID DETAILS IN BRIEF

S. No	Description	Details
1.	RFP No. and Date	RFP Reference No. PROC:323:2026 dated 10.06.2026
2.	Brief Description of the RFP	Request for proposal for “ <b>Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account</b> ”
3.	Bank’s Address for Communication	The Deputy General Manager, Procurement Department, Union Bank of India, 1st Floor, Central Office, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021. Phone – 022 -45653726 procurement@unionbankofindia.bank.in
<b>KEY DATES</b>		
4.	Date of Issue of RFP	10.06.2026
5.	Last Date and time for Submission of Pre Bid Queries (Via E-Mail )	18.06.2026, Time: upto 5:00 PM
6.	Pre Bid Meeting	Date/Time: 19/06/2026 at 11:30 AM in online mode. Those who wish to join Pre-bid meeting can e-mail at <a href="mailto:procurement@unionbankofindia.Bank.in">procurement@unionbankofindia.Bank.in</a> before last date and time for submission of Prebid queries. Venue: Union Bank of India, First Floor, Central Office,239, Vidhan Bhavan Marg, Nariman Point, Mumbai –400 021
7.	Last date & Time of submission of Physical Bids (Technical & Commercial Bid)	02/07/2026, Time: 3:00 PM [Please ensure physical bids reach our Head Office (Designated Drop Box located at: Union Bank of India, Ground Floor, Central Office,239, Vidhan Bhavan Marg, Nariman Point, Mumbai –400 021.) by 3.00 P.M]
8.	Date and time of Opening of Technical Bid	Date/Time: 02/07/2026 at 3:30 PM Venue : Union Bank of India, First Floor, Procurement Department ,Central Office,239, Vidhan Bhavan Marg, Nariman Point, Mumbai –400 021
9.	Date and time of Technical Presentation & Opening of Commercial Bid [For Bidders qualified in Technical Bid]	Date/Time: Will be intimated later Venue : Union Bank of India, First Floor, Procurement Department ,Central Office,239, Vidhan Bhavan Marg, Nariman Point, Mumbai –400 021
10.	Exemption	Bidders registered in relevant field with NSIC/ Udyam Registration as MSE are eligible for availing relaxations/ exemptions as per Govt. policy in vogue. However, MSE bidders need to provide valid NSIC/ MSE certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyam Registration.
11.	Performance Bank Guarantee	Rs. 5,00,000/- (Rupees five lakhs only) by way of bank guarantee valid in the format mentioned in Annexure E as per the provisions contained in the RFP.
<b>DOCUMENTS</b>		

### BID DETAILS IN BRIEF

12.	No. of Envelopes to be submitted	<u>Envelope 1: (sealed)</u> 1. Technical Bid. <u>Envelope 2 (sealed):</u> 1. Commercial Bid. <u>Envelope 3 (Master Envelope):</u> 1. Above two envelopes enclosed in a Master Envelope.
13.	Cost of RFP Document/ Application Fees (Non- Refundable)	Nil

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## **Disclaimer**

1. The information contained in this Request for Proposal (RFP), or any information provided subsequently, is provided to the Bidder(s) on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided. This RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Union Bank of India in relation to the provision of services.
2. This RFP 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 bidding and selection process under this RFP unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the selected/successful Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This bid does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this bid and where necessary obtain independent advice. Union Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
3. This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which bidders will be responsible. The bidders, by participating in the bidding and selection process under this RFP, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary by the Bank for the proper performance of the Contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and bidders response, to the same extent and in the same manner, as if specifically described in this RFP and bidders ' response.
4. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their proposals.
5. This RFP document is the exclusive property of Union Bank of India and is intended solely for the purpose of bidding and selection in accordance with the specifications, terms, conditions and scope outlined herein. Any reproduction, distribution, or storage of this document, whether in electronic, physical, or any other form, is strictly prohibited without the prior written consent of Union Bank of India. Use of the contents of this document, for any purpose other than the purpose specified herein, is strictly prohibited and unauthorised and shall amount to violation of intellectual property rights of the Bank. Such misuse shall be subject to legal action under applicable laws and regulations.

## Section- I

### 1. Union Bank of India

Union Bank of India, a Public Sector Bank has its Central Office (Registered Office) at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai – 400021, having Procurement Department at Central Office Mumbai. The Bank is a leading, innovative Scheduled Commercial Bank, with a proactive approach to address the changing needs of the society. This has resulted in a wide gamut of products and services, made available to its valuable customers in catering to the smallest of their needs with 8600+ Branches including foreign branches, 22 Zonal Offices and 140 Regional Offices which are spread across various geographic locations. No. of Branches/Offices/Regional Offices/Zonal Offices and other offices will increase over a period of time.

### 2. Introduction

This Request for Proposal document (“**RFP document**” or **RFP**) has been prepared solely for the purpose of enabling Union Bank of India (“Bank”) to empanel agencies for conducting Due Diligence of MSME Proposal and End Use Verification of MSME Account for our branches/MLPs/UFMBs in India.

### 3. Information Provided

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 the intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any its directors, officers, employees, agents, representative, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### 4. DEFINITIONS

‘Bank’ means unless excluded by and repugnant context or the meaning thereof, ‘Union Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include it’s successors and permitted assigns and may mean without limitation Union Bank of India’s Foreign Offices, Foreign Subsidiaries and Domestic Subsidiaries.

‘RFP’ means this Request for Proposal prepared by Union Bank of India for Empanelment of Agencies for “Due Diligence of MSME Proposal and End Use Verification of MSME Account.

‘Bidder’ means an eligible entity/vendor submitting the proposal in response to this RFP. “Bidder” (including the term “Agency” or “Firm” or “Company” or “Consultant” or “Applicant” or “Vendor” in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in the process under this RFP.

‘Proposal’ and/or ‘Bid’ and/or ‘Offer’ means that Technical/Financial proposal including any supporting and accompanying documents submitted by a bidder as per the formats prescribed in the RFP.

'Contract' and/or 'Agreement' means the agreement, in the format prescribed by the Bank, signed between the successful bidder and the Bank at the conclusion of bidding and selection process under this RFP, wherever required.

"Selected/Successful Bidder" is the Bidder found eligible as per eligibility criteria set out in this RFP, whose technical bid has been accepted as per the selection criteria set out in the RFP and to whom notification of award/letter of appointment has been issued by the Bank.

#### **5. Bidder Obligation to Inform Itself**

The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

#### **6. Evaluation of Offers**

Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the empanelment of agencies, not limited to those selection criteria set out in this RFP document.

#### **7. Errors and Omissions**

Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document before last date for submission of Pre-Bid query mentioned in this RFP, by way of email. Contact person details for this are as under:

Name	Mr. Piyush Pandey
Designation	Asst. General Manager- Procurement
Phone	<b>022 -45653726</b>
Email	<a href="mailto:procurement@unionbankofindia.bank.in">procurement@unionbankofindia.bank.in</a>

No representation / submission shall be considered post Pre-Bid Meeting.

#### **8. Acceptance of Terms**

A bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

## **Section- II**

### **1. Existing Setup**

Union Bank of India with network of 8600+ Branches and 22 Zones spread all across the country.

### **2. Requirements**

Bank desires to empanel Agencies (with a minimum experience of 2 years) for due diligence Verification of MSME credit proposals for three years.

Bidder who is interested in participating in this RFP must fulfil the eligibility criteria mentioned under Section- IV

Apart from the above the bidder must also agree to all terms & conditions mentioned under Section –V

## **Section - III**

### **1. Objective:**

Bank desires to have a panel of agencies providing due diligence and verification reports.

### **2. Integrity Pact (IP)**

Vendors/bidders/sellers, only those who commit themselves to the 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. Non-submission of IP along with technical bid will lead to rejection. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure-F 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.

a. Shri Jagdish Prasad Meena, IAS(Retd.) e-mail: meenajp@gmail.com

b. Shri Arvinda Kumar, IPS (Retd.), e-mail:arvindak@gmail.com

Bidder needs to execute the Integrity Pact as per the format enclosed as Annexure-G forming a part of this RFP document on or before last date & time of bid submission. In case any party is having grievances in regard to the IP (Integrity Pact) of RFP, they can approach the above-mentioned IEMs.

### **3. Scope of work & delivery of service**

Bank will empanel the bidder for a period of three years and the bidder should deliver the service as per the requirements and conditions of the under mentioned scope.

Bank is floating this RFP for empanelment of Additional Due Diligence and verification agencies for document verification and as contact point verification (CPV) to strengthen operational control for MSME Loans. The Bank is presently functioning with MSME Loan Point (MLP) & Union MSME Focused Branch(UMFB)and Branches for processing of MSME Loans.

The Key guiding principles for additional processing are that one side branch would have greater focus on sales, customer servicing and lead generation and on other side customers should not get affected out of delay in service.

MLPs/UMFBs / Branches would be responsible for processing Loan applications. After receipt of application at the Branches and MLPs / UMFBs/ the Branches will conduct due diligence at its own. As a supporting measure, it is proposed to empanel agencies for undertaking due diligence of MSME credit proposals as per scope of work given below.

The empanelled agencies shall undertake due diligence of the credit proposals and submit the Due Diligence Report to the Branch /MLPs/UMFBs of the Bank which should cover the following:

- I. Unit snapshot covering all KYC verification
- II. Strength and Weakness of the prospective borrower's business
- III. Ownership & Management including Key management & organization structure
- IV. Business profile
- V. Customer & Supplier details (Debtor and Creditor Verification)

- VI. Industry overview
- VII. Financials
- VIII. Existing banking details
- IX. Auditor details
- X. Site visit with photographs
- XI. Promoters KYC check and residence / office visit with photographs
- XII. ROC search and MCA check for latest ABS
- XIII. Post sanction due diligence verification including end use verification
- XIV. Legal complications / Litigation (Both from Entity / Security point of view)
- XV. Other due diligence checks required on case-to-case basis
- XVI. Post Sanction verification of end use of loan amount

The report from empanelled Due Diligence Verification Agencies will form part of decision-making process of the loan proposals by the Bank.

**All the required infrastructure must be provided by the bidder.**

- Bidder should have required manpower, technology, experience & expertise.
- Bidder should be capable of doing due diligence and verification process for the mentioned zone /jurisdiction as per the specified requirement within the stipulated time.
- The report should be delivered to the branches/ MLPs / UMFBs on time as decided by Bank.
- The inputs required by agencies for Due Diligence Verification shall be shared in electronic form by the Bank's Branches /MLPs / UMFBs and the agency shall be able to reply with the requisite output reports through the same channel. The channel can be email, end to end integration, LAS, LMS etc. and Bank will have sole discretion to decide the same.
- Bank shall not be charged any additional cost for establishment of online system /integration for sourcing of inputs & delivery of Due Diligence Report.

**Verification Services:** The verification service to be provided to the Bank by Due Diligence Agency (Bidder) includes all activities required for verifications, including but not limited to Identity Verification, Residence verification, Business verification, verification of income of the proposed borrower and post sanction verification for the purpose of verifying the details furnished by the proposed borrower in his application for sanction of loan, provide assistance in taking decision with regard to sanction of loan on the basis of report submitted by the Due Diligence Agency and such other/ further consequential activities to give full effect and meaning to the ambit of the services to be provided which, inter alia, shall also include such direction(s) which Bank may assign from time to time over and above the scope of work given in this document.

The Due Diligence Agency has to provide verification services by verifying the correctness of the information given by the proposed borrower in his loan application form, Identity, Income, Employment and address proof documents and other documents in support of application, income as per the directions and details given by the Bank.

The Due Diligence Agency/ies and its employees shall ensure that the information & documents obtained from Bank for the purpose of Due Diligence shall not be misused for any purpose other than its intended usage and an indemnity in this regard shall be submitted by them.

## List of the activities to be carried out by Agencies (vast and not limited)

### 1. Owner / Promoter Due Diligence

#### 1.1. Identity verification (Including ID proof & Address proof Documents)

- 1.1.1 PAN Card
- 1.1.2 Aadhar Card verification with name & other details.
- 1.1.3 Driving License / Voter ID
- 1.1.4 Any other KYC Documents.

#### 1.2. Residence Address verification of Owner / Promoter

##### 1.2.1. Residential Address verification by actual visit to the applicant's / co-applicant's / guarantor's residence

- GPS (Longitude / Latitude)/ Geo Location
- Locality of residence (High / Upper Middle class/ Middle/Trouble area/Village area/Slum
- Landmark
- Residence Status - Own / Rented /Owned by Company
- Name of society Board
- Area of Residence: High Income / Low Income / Middle Income
- Type of residence (House /Apartment /Flat/ Other Specify)
- Residence Accessibility
- No. of stories
- LIFT access (Yes / No)
- External Appearance of House / Building
- Internal appearance of the house
- Does the applicant / co applicant stays in the Residence & duration of stay
- No of Person staying with applicant
- Address document verified with confirmation of address
- Photograph with the Borrower at his residence with the Verifier taken within the house, external photograph of the residence taken with the borrower, Photograph of Society Name /Board and Name Plate etc.

#### 1.3. Income Verification.

##### 1.3.1. ITR

- whether ITR is genuine?
- Date of filing IT Returns
- Total Income & Tax Amt. as per Income Tax site.
- Taxable Income Category
- Retrieval of Financials /Form 26 as/ TDS PDF from IT office with all supporting pages
- Veracity of P&L, Balance Sheet and other related documents.

##### 1.3.2. Bank Statement

- Status of Bank Account
- Account opening Date
- Chq Bounce / ECS return / Other information, if any
- Adverse aspects, if any, observed therein.

- Transaction analysis
- Bank statement review in line with Business Income

## 2. Business Due Diligence

### A. Verification of Entity

Name	
Year of Incorporation	
Constitution / CIN/ LEI	
Nature of Business	
Type of the unit	
Udyam Registration Certificate	
Enterprise category(Latest category based on Udyam Registration for current Financial Year)	
GSTN (Provide all GSTNs)	
ZED Certification (if available)	
Industry	
Products / Services	
Registered Office	
Factory / Manufacturing Unit Address	
Promoter Name	
Certifications / Awards	
Major Brands	
Total number of employees	
Total income for latest year	
Litigations Pending (As of 31 <sup>st</sup> March _____)	

### B. Detailed analysis of Organization & Management

#### I. Profile of the Promoters

Name	
Position / DIN	
Qualification	
Age	
Work Experience	
Earlier business / work	
Responsibilities handled	
Willful defaulter as per CIC reports	
Litigations (as on.....)	

#### II. Management & Ownership Structure

**Proprietorship / Partnership / LLP / Limited Company**

##### Promoters Stake

Promoters	Shareholding pattern (as on)
Others	
Total	100.00%

**Key Management Team**

Name	Designation	Location	Total Experience in years

**C. Business Verification****I. Operations Overview**

Nature of activity	
Industry segment	
Services Offered	
Major application industries	
Marketing Setup	

**II. Products & Capacities**

Class of Goods	Units	Installed Capacity	Current Utilization (%)

**III. Business Activity Details**

Key Raw materials	
Level of Raw Material Price fluctuation risk	
Level of value addition	

**IV. Brief about availability of Raw Material, sources, prices, volatility etc.****a) Supplier details**

Name of service providers	
Contact person	
Contact details	
Whether supplier is in relation with the promoter?	
Feedback	

**b) Industry Analysis**

Name of the industry	
Service portfolio	
Overall Industry risk	
Level of competition	

**c) Debtors and Creditors Verification****V. Information of operational facilities with site visit details including photographs****D. Financial Performance verification**

- I. Comment on P & L statement, Balance Sheet, ITR verification etc.

- E. Defaulter List, CFR, CEIB, CRILIC as well other checks as per Due Diligence Report format**
- F. Verification of all submitted Documents**
- G. Primary as well as Collateral Security verification (Pre as well as Post sanction)**
- H. End Use Verification of loan amount**
- I. Report should provide Summary of due diligence findings for use as an input by the Bank for independent appraisal. Highlighting key factual observations and verification findings, without any recommendation or opinion on creditworthiness or sanction ability.**

**4. Post Sanction diligence including end use verification**

- a) Vehicle verification –Verification of vehicle with photograph, Verification of registration Number, chassis number & Engine number with owner name & Hypothecation charge of Vehicle.
  - b) Property Verification- Verification & confirmation of purchased property with Builder / Promoter / Seller, location, Occupancy, Maintenance, upkeep etc.
  - c) Plant & Machinery (age, condition, photograph with visitor etc.) and Stocks Verification
  - d) All other Primary and Collateral Security verification based on case-to-case basis as per sanction.
- 5. Verification Report:** Due Diligence Agency should submit duly signed verification report on the above parameters to the Bank as per the formats prescribed by the Bank. The Agency should also send the Report electronically in the encrypted format as required by the Bank. It should also submit daily MIS containing number of cases received, no of cases submitted to Bank in respective Zonal Offices, and number of cases pending as well as TAT. Further, as per requirement by Bank, the agencies shall provide the detailed MIS including details of borrowers.

Due Diligence Agency Report Matrix & Report required as per scheme is enclosed as **Annexure I**

- 6. Applicability:** The scope will be applicable to **Credit Proposals from** all rural/semi-urban/urban/metro centers.
- 7. Turn Around Time (TAT):** Due Diligence Agency should submit all the reports covered under their scope of services, within 5 working days from the receipt of the case from the Bank. However, for pre sanction verification of the applicants in rural/semi-urban areas, an additional 24 hours may be allowed. Bank reserves the right to modify the format of report and or timeline for TAT at respective centers at its sole discretion.
- 8. (i) Penalty for non-maintenance of TAT:** For each day of delay beyond the prescribed TAT of 5 working days or any time permitted by the Bank vide extant instructions, the Due Diligence Agency would be charged penalty at the rate of 25% of the fees payable per day of delay per case. The maximum penalty can be 25% of the cumulative monthly invoice amount, in respect of cases, where turnaround time as stipulated is not maintained by the due diligence agency.
- ii) Penalty for Wrong/ incorrect reporting:** For each wrong submission, the due diligence agency

shall be charged **penalty at the rate of 25% of the loan outstanding**. The decision for such recovery will be taken by Zonal Manager of respective Zone. The due diligence agency entrusted with the work should indemnify UBI and its employees against any claims, losses, expenses suffered by it on account of any breach of wrong/incorrect verification report, fraud, negligence, omissions committed by the Due Diligence Agency, its employees, officers, agents. Due diligence agency agrees that it shall be liable both for civil and criminal action if the particulars/information/data provided by it is incorrect or partly correct.

9. **Performance Bank Guarantee:** The successful bidders should provide a Performance Bank Guarantee for ₹5.00 lakhs valid for 3 years and 60 days within 30 days from the date of receipt of empanelment letter in the format as provided in Annexure I with a claim period of 60 days and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of India. PBG should be submitted to the Procurement Dept. IFSC Code for issuance of PBG is UBIN0580767 (In the name of Union Bank of India, Procurement Department).

In the event of non - performance of obligation or failure to meet terms of this RFP the Bank shall be entitled to invoke the performance guarantee without giving notice or right of demur to the successful bidders. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidders would be included in the remaining amount of the contract value.

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

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the empanelment / contract.

Wherever a new branch is opened in the Zone, the Due Diligence Agency operating in the geographical area of the respective branch, will provide its services to the said branch.

10. **Audit:** The Bank shall have the right to conduct audits on the Due Diligence Agency by its internal or external auditors or by agents appointed to act on its behalf at intervals on discretion of Bank.
11. **Correctness and Authenticity of the report:** Due Diligence Agency should submit true and correct particulars on the field verification report. Due Diligence Agency should ensure correctness and authenticity of the report. It has to also conduct back checks for all the verification conducted by its employee to verify the authenticity of report and behavior of employee of due diligence by making a phone call at proposed applicant's residence/business or otherwise. The verification report submitted in a format other than the format prescribed by the Bank or reports which are conditional shall be rejected. "Only unconditional reports would be accepted."
12. **Compliance of the Code of Conduct:** Due Diligence Agency should also ensure strict compliance of the Code of Conduct Provided by UBI from time to time.
13. **Training to all its new field verifiers:** Due Diligence Agency should also provide regular training to all its new field verifiers on how to conduct verification services, at its own cost and issue its own identity cards to its Field verifiers, which each field verifier should carry while performing verification.

## Section – IV

### 1. Eligibility Criteria for empanelment of agency for Due diligence and verification reports

#### A) Eligibility Norms: -

- a. The Due Diligence Agency should be an entity incorporated / registered under prevailing law in India, practicing as Due Diligence Agency and are providing Pre & Post sanction verification services to banks and financial institutions/companies, at least for last 2 years from the date of this Notice. Self-attested copy of such incorporation/ registration certificate should be furnished as documentary proof with valid PAN/TAN/GST

Note: “Pre & Post sanction verification services” for the purpose of above criterion means rendering of services detailed in Section III, Para (3).

- b. In case of Proprietorship/ Partners – Proprietor / Partner should
- (i) possess the qualifications and experience
  - (ii) not a minor
  - (iii) not been declared to be of unsound mind
  - (iv) not be an undischarged bankrupt, or not applied to be adjudicated as a bankrupt.
  - (v) Be a resident of India in case of individual.
  - (vi) not been convicted by any competent court for an offence punishable with imprisonment or for an offence involving moral turpitude and a period of five years has not elapsed from the date of expiry of the sentence. However, if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more, he shall not be eligible to be registered.
  - (vii) not been levied a penalty under section 271J of Income-tax Act, 1961 (43 of 1961) and time limit for filing appeal before Commissioner of Income-tax (Appeals) or Income-tax Appellate Tribunal, as the case may have expired, or such penalty has been confirmed by Income-tax Appellate Tribunal, and five years have not elapsed after levy of such penalty;
- c) Satisfactory Credit Information Companies (CICs) report viz. CIBIL, Experian, Equifax, CRIF, etc., acceptable to the Bank, as per Bank’s guidelines and adverse reports, if any, to be clarified by the applicant verification agencies for the satisfaction of the Bank.
- d) The Due Diligence Agency should have sufficient infrastructure, robust systems & procedures, and adequate human resources to provide the services required. **(Technical capability - Annexure – B)**.
- e) The Due Diligence Agency should not have been blacklisted by any State Government, Central Government, Reserve Bank of India, IBA, SEBI, any Financial Institutions, Regulatory body / authority, Government Dept., or any other Public Sector undertaking or a Corporation during the last 3 years. An undertaking to this effect should be submitted by the applicant on its letter head. **(Annexure D)**
- f) The parties/firms depaneled by our Bank or by any other Bank /Financial Institutions will not be considered for empanelment with our Bank.

## **B) Qualifications and Experience**

- a) The Due Diligence Agency should have a prior satisfactory work experience in conducting necessary customer point verification / Due Diligence / Pre & Post sanction verification for a Bank / Financial Institution/companies, anywhere in India for at least two years and they must provide at least two references from their clientele, acceptable to the Bank. Verification agencies need to submit empanelment letters /Agreement copies of empanelled banks with application and a copy of latest invoice.
- b) The Experience of the Verification agencies shall be calculated from the date of its first empanelment with any Bank / Financial Institution.
- c) The due diligence agency can be a national level / State level. It can be a corporate entity or a reputed registered firm.
- d) The due diligence agency should be able to undertake all activities from the proposed list of activities (as per Report format).
- e) The reports provided by the due diligence agency should be in Industry Standard formats or in the formats specified by the Bank. Specimen formats presently used by the due diligence agency for each of the specified activities should be provided with the application.
- f) Each of these due diligence agencies should commit to the turnaround time (TAT) for each activity prescribed by the Bank.
- g) The proposed due diligence agency should be able to procure all the required licenses/ permissions on its own.

## **C) Profitability & Turn over**

Due Diligence agencies should be profitable entity in last 2 financial years with an average turnover of more than 1 crore.

## **D) Technical Capability** - Due Diligence Agency should have verification software / digital platform that have following facilities.

- a) Central uploading of documents & allocation of case facility.
- b) Providing verification reports electronically.
- c) MIS details of cases allotted along with TAT.
- d) Software Integration (API): - The agency should be able to integrate with Bank's LAS system / or any loan processing or lead management software, which would help generate seamless allocation & reporting process.
- e) Due Diligence Agency should have technical capability to submit reports online supported by geo-tagged photographs of place verified/visited. At any point in time, UBI branch/MLPs / UMFBS should be able to refer to those coordinates and check if the verification agent has visited an applicant's address.

## **E) Evaluation Matrix**

Due Diligence Agency shall be evaluated as per information submitted in **Technical Bid Compliance & rating matrix as per Annexure -B** and categorization of verification agencies shall be as per the score obtained. Only Qualified agencies will be called for selection procedure

**Please note that any response which does not provide any / all of the above information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the agency in this regard.**

For any further clarifications you may contact the following Executive:

Name	Mr. Piyush Pandey
Designation	Asst. General Manager- Procurement
Phone	022 -45653726
Email	<a href="mailto:procurement@unionbankofindia.bank.in">procurement@unionbankofindia.bank.in</a>

## Section - V

### TERMS & CONDITIONS FOR THE EMPANELMENT OF AGENCY FOR DUE DILIGENCE AND VERIFICATION REPORTS

#### **GENERAL TERMS**

The terms and conditions presented are indicative in nature and not exhaustive. Bidders should note that these conditions and the responses are expected to form the basis of the contract between UBI(Bank) and the Bidder.

#### **1. Costs Borne by Bidders**

All costs and expenses incurred by Bidders 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 Bank, will be borne entirely and exclusively by the bidders.

#### **2. Language of Bid**

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

#### **3. Format of Bids**

The Bidders should use the formats prescribed by the Bank in his RFP. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects/ services.

#### **4. Time Frame**

The following is an indicative timeframe for the overall empanelment process. Bank reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Bidders during the process.

<b>Bid Issuance Date</b>	<b>: 10.06.2026</b>
<b>Pre-Bid Meeting</b>	<b>: 19.06.2026</b>
<b>Mode of Meeting</b>	: Online
<b>Last Date for Submission Of Bids</b>	: 02/07/2026, Time: upto 3:00 PM
<b>Technical Bid Opening</b>	: 02/07/2026 at 3:30 PM
<b>Commercial Bid Opening</b>	: will be notified later

## 5. Two Bid System

Bidders meeting the eligibility criteria mentioned in section iv, para 1 above alone shall apply.

Bidder should submit their Technical and Financial Bid as per format given in annexure, which shall be submitted as detailed below:

**Envelope – 1: Technical Bid:** The Envelope should be superscribed as “**Technical Bid for Empanelment of Due Diligence Agency for MSME Loans**” and should contain the following documents:

- a. Covering letter in the format given at **Annexure A**,
- b. Information about applicant as per the format given at **Annexure B & D**
- c. Documents to verify fulfilment of mandatory eligibility criteria.
- d. Copy of RFP and corrigendum if any issued duly signed with full signature and date by the Authorized Signatory of the Applicant acknowledging the Terms & conditions thereof on each page of RFP and its annexures.
- e. Stamped (stamp duty as per the State Law) Integrity Pact as per as per **Annexure F**
- f. Stamped Non-Disclosure Agreement as per **Annexure G**
- g. Bidders can depute their representatives to attend the bid opening. The representative has to submit an authority letter in their letter head.
- h. Annexure i- Know Your Employee(KYE) Clause
- i. Annexure j- Data Wipe-out/Data Deletion Declaration
- j. Annexure k- Undertaking for completion of Police Verification, Background Checks and KYC of Agency Employees
- k. Annexure L: Indemnity Letter Format
- l. Annexure M: Certificate of Waiver for MSE firms
- m. Annexure N: Form of Self Affidavit/Declaration
- n. Annexure O: Relevant Experience
- o. Annexure P: Anti-Collusion Certificate

**Envelope – 2: Financial bid (as per format given at Annexure- C):** The envelope containing the financial bid should be superscribed as “*Financial Bid for Empanelment of Due Diligence Agency for MSME Loans.*”

**Master Envelope:** Both the above sealed envelopes should again be placed in the sealed Master envelope, superscribed as “*Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account*”

Applicants should write their correspondence address, Contact numbers & e-mail ids on the face of

**Master Envelope.**

Only one submission of bid by each bidder will be permitted. Technical & Commercial/Financial Bid should be given in separate sealed envelope duly super scribed as “Technical or Commercial/Financial Bid”

The bidders shall submit the proposal properly filled so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as “Page (current page) of (Total Pages)” and be signed by authorized signatory (except literatures, data sheets and brochures). The Current page number should be a unique running serial number across the entire proposal.

Mere response to the Bid will not entitle nor confer any right on the Bidders for empanelment by the Bank.

The Envelope containing the duly completed Bids, as stipulated above, should reach to **The Asst. General Manager, Procurement Department, Union Bank of India, Ground floor, 239, Union Bank Bhawan, Vidhan Bhawan Marg, Nariman Point, Mumbai – 400021** on or before last date of bid submission mentioned in this RFP. The Bank will not be responsible for late receipt due to postal delay or any other reason/s. Bids received after the time and date stipulated above shall summarily be rejected without giving any notice in this behalf. All pages of the Bid documents, including the documents/certificates etc. submitted by the Applicant along with the Bid must be duly signed and attested by the Authorized Person of the Bidder.

## **6. Compliance to all of the bank's terms and conditions**

Bidder has to submit a letter of Undertaking on their letter head along with their bids that they will abide by all the terms and conditions stated in this RFP. The Bidder will have the responsibility of supplying the report on time as per TAT.

## **7. PRE-BID MEETING**

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank will hold a pre- bid meeting in online mode on the date & time as indicated in this RFP document. It may be noted that no query of any bidders shall be entertained/ received after the mentioned date. Queries raised by the prospective Bidders and the Bank's response will be available at Bank's web site and [www.eprocure.gov.in](http://www.eprocure.gov.in). Only authorized representative of bidders (maximum two) will be allowed to attend the Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization to the email IDs mentioned in this RFP along with details including name, organization, designation, Mobile number, etc.

Non - attendance at the Pre-bid Meeting will not be a cause for disqualification of any bidders

Any modification of the RFP, which may become necessary as a result of the Pre- bid Meeting, shall be made public by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website [www.unionbankofindia.bank.in](http://www.unionbankofindia.bank.in) as well as on [www.eprocure.gov.in](http://www.eprocure.gov.in) as corrigendum to the RFP.

## **8. Rejection of bids:** The Bank reserves the right to reject any or all bids, and to re-Bid the RFP without assigning any reasons.

The Bank may at its sole discretion and at any time during the evaluation of bids, disqualify / reject any applicant from the bidding and selection process for any reason, including but not limited to, if the applicant has:

- (a) Submitted the bid such that it received at Bank, for whatever reason, after the prescribed date and time of bid submission.
- (b) Made misleading or false representations in the forms, statements and attachments submitted.
- (c) Declared as insolvent or any insolvency petition is pending against the Applicant.
- (d) Any criminal proceeding is pending or has ended up in conviction against the Applicant (including its directors/promoters/partner) in Court.
- (e) Submitted bid document, which is not accompanied by required documentation.
- (f) Failed to provide clarifications related thereto, when sought.

- (g) Conditional bids will be summarily rejected.
- (h) Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- (i) Delay in submission of the Bid arising due to postal or any other irregularities at any stage will not be considered. The Bank will not be responsible for any damage in transit in case of postal delivery.
- (j) The Bank also reserves its right to reject any bid which, in the opinion of the Bank, is too low or unrealistic for effectively carrying out the obligations required under the terms and conditions of the Bid.
- (k) Bidders while participating in RFP should submit price element(s) in financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as nonresponsive.

## 9. Late Bid Submission policy

All Bids duly filled in should reach our office as per the given time schedule above. Any late Bids shall not be entertained for any reason whatsoever.

## 10. Validity of Bids

The bids submitted by the bidders will remain valid and open for evaluation according to the terms herein for a period of 180 days from the last date and time for submission of bids as prescribed herein.

## 11. Request for Information

Bidders are required to direct all communications related to this Bid RFP, through the Nominated Point of Contact Person i.e. **Asst. General Manager- Procurement**.

All questions relating to RFP must be in writing only to the Nominated Point of Contact.

Bank will not answer any communication initiated by Bidder later than five business days prior to the due date for submission of bids. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any bidder after the last date of submission of bid and all such information and material provided shall be taken to form part of such bidder's bid.

Bidder should invariably provide details of their email address (es) as responses to queries will only be provided to the bidder via e-mail.

If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then bank reserves the right to communicate such response to all Bidders participating in the bidding and selection process. Bank may in its absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the last date of submission of bid to improve or clarify any response.

## 12. Evaluation of Bids

- a) **Opening of Bid:** The technical bids will be opened in the presence of authorized representatives of the Bidder /and or Bidder applicant who choose to attend the proceedings. Firms/ companies to submit a business process flow of their operations as Due Diligence Agency.

Bidders will be informed in this regard via e-mail/letter on correspondence address mentioned on  
**Master Envelope.**

**b) Evaluation Process:**

- (i) Preliminary examination:** After opening of the technical bids and preliminary examinations, Bank will verify the list of documents submitted. The Bank may, at its discretion waive any minor nonconformity or irregularity in a bid which does not constitute a material deviation. The applicants who have not met the mandatory eligibility criteria will be eliminated and their bids will not be considered for further evaluation process.
- (ii) Technical Evaluation:** Only the applicants who have fulfilled the Mandatory eligibility criteria shall be considered for Technical Evaluation. Detailed technical evaluation will include, scrutiny of mandatory eligibility criteria, technical Presentation and technical information submitted as per technical bid Format (Annexure B). Based on the technical evaluation, marks will be awarded at a scale of 1 to 100. As part of technical evaluation, the committee members of the Bank may visit the office(s) of the Applicants who have fulfilled the mandatory eligibility criteria.
- (iii) Technical Presentation –** All agency/ies who have fulfilled the Mandatory eligibility criteria and have scored Minimum 60% scoring (out of 70 marks) will give presentation on services offered and process flow, etc (Details in Annexure B).
- (iv) Commercial Evaluation:** The financial bid of only those Due Diligence Agencies considered for technical evaluation and which have qualified will be opened. The format for quoting financial bid is set out in Annexure C and the rate for carrying out each activity covered under the verification service should be quoted by the applicant in the Bid as specified in the format. During the opening of financial bid, the Applicant or his authorized representative with proper authority letter can remain present, in case the applicant/authorized representative remains absent, the process would continue, marking the applicant as absent. Bidders will be categorized as per Bank requirement based on lowest offered rate.
- (v) Final Evaluation and Selection for Empanelment:** Top bidders who have quoted the lowest rates for the respective areas & services will be selected for empanelment as per Bank requirement as L1, L2 & L3 vendors. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. Union Bank of India reserves the right to accept or reject any or all applications received in response to the RFP at any stage without assigning any reason thereof.

**Matching to Lowest Rate:** All bidders who qualify in the technical bid evaluation, have to match the lowest rate submitted by the bidder (L1 bidder), without any condition or protest, quoted amongst them for each activity covered under the verification service and has to render the verification service on allotment of the work at the aforesaid lowest rates for each activity.

The aforesaid lowest rate shall remain fixed during the entire period of empanelment and shall not be subject to variation on any account. Bidders who do not match the rate as aforesaid will not be considered for empanelment. The Bank reserves the right to accept or reject any bid in whole or in parts without assigning any reason thereof. The Bank's decision will be final & Bank will not entertain any correspondence in this regard.

**During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification in respect of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted. L1 bidder will be selected based on their commercial Bid. Bank can empanel one or more agencies for this purpose for different geographical locations/division of work at its sole discretion.**

### **13. Period of Empanelment**

Empanelment of the Due Diligence Agency will be for a period of 3 years from the date of acceptance of Empanelment letter and will be further reviewed on yearly basis at the discretion of the bank, subject to compliance of the terms and conditions and guidelines of the Outsourcing Policy of the bank. During subsistence of the empanelment, the Bank shall have right to de-panel / disengage the Agency and terminate the engagement at any time without assigning any reason thereof and without being liable to pay the Due Diligence Agency any damages or compensation for such termination.

### **14. Notification**

Bank will notify the bidders as soon as practicable about the outcome of the bid evaluation process, including whether the Bidder's response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

### **15. Authorized Signatory**

The empanelled Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The empanelled Bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company secretary, authorizing an official or officials of the company or a Power of attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purpose as required by the Bank. The empanelled Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

### **16. Bank reserves the right to**

- Reject any and all bids received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time.
- Empanel one or more agencies for this purpose
- Extend the time for submission of bids
- Empanel the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- Cancel the RFP at any stage, without assigning any reason whatsoever
- Demand more information related to a bid at any time.

### **17. Execution of Agreement and NDA.**

Bank shall execute with successful bidders an Agreement which would include all the services and terms and conditions of the services to be extended as detailed herein as may be prescribed by the Bank, including the penalties and a Non-disclosure Agreement (NDA).

The selected bidder should execute the Agreement and NDA within 15 days from the date of acceptance of Letter of Appointment/empanelment.

## **18. Payment and Payment Terms:**

In consideration of the bidder providing deliverables and services and performance of the obligations as set out in this Document/ as per the terms of service level agreement, the Bank shall pay to the approved due diligence agency the fees as agreed. The due diligence agency shall raise monthly invoices to the respective Branches. The Branches of the Bank shall make payments after deducting the applicable taxes. All the payments to the due diligence agency shall be subject to the performance of the Services to the satisfaction of Bank or its representative office. There will not be any upfront/advance payment.

If the due diligence agency fails to deliver or perform the services within stipulated time schedule as decided in SLA, Bank or its representative office shall, without prejudice to its other remedies available under the Contract, deduct from the ordered price, the liquidated damages.

Bank reserves all the rights to levy the penalties under the contract in case satisfactory services are not restored.

Bank is entitled to withhold or deduct liquidated damage from the price under the contract or any other amount, which is due to due diligence agency from the contract under this RFP, or any other contract.

All the payments will be made to vendor electronically in Indian Rupees only.

Bank will pay invoices within 30 days from the date of receipt of physical invoice by the Bank, except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.

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

Prices payable to the vendor as stated in the Contract shall be firm and not subject to any changes at any circumstances during the empanelment period.

### **Notwithstanding anything contained in this Document/ the SLA or in any other document(s).**

- a) Under no circumstances shall the Bank be liable to the successful Bidder and/or its employees/ personnel/ representatives/ agent etc., for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- b) Bank shall not have any liability whatsoever in case of any third-party claims, demands, suit, actions or other proceedings against the Successful bidder or any other person engaged by the successful bidder in the course of performance of the Service.

Any payments made to and received by authorized successful bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the contract.

The Successful bidder is to do necessary customization and to implement the necessary changes to meet Bank' and regulatory requirement during the currency of the contract without any additional cost to the Bank. The bidder will be required to provide the reports in the revised formats, if any, provided by the Bank in future for improving the working of MLP/concerned office in respect of the activities given above. Additional charges/ cost/

training in rendering these charges, if any are to be borne by the bidder.

## **19. Cancellation / Termination of contract**

The Bank reserves the right to cancel the contract of the empanelled Bidder on the following circumstances.

- 1) The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2) The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
  - b. **The bidder**
    - (i) has a winding up order made against it; or
    - (ii) has a receiver appointed over all or substantial assets; or
    - (iii) is or becomes unable to pay its debts as they become due; or
    - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
    - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved
    - (vi) Selected bidder is found to be indulging in frauds. The Successful bidder goes into liquidation voluntarily or otherwise. The bank suffers a reputation loss on account of any activity of successful bidder or if any penalty is levied by regulatory authority on the Bank due to such activity.
    - (vii) In the event of subcontract or assignment contrary to the terms of agreement
- 3) The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4) The Bank reserves the right to terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP or the contract.

## **20. No Legal Relationship**

No binding legal relationship will exist between any of the Bidders and Bank until execution of a contractual agreement.

## **21. Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. by bidder will result in the disqualification of such bidder.

## **22. Force Majeure**

Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted due to circumstances beyond its reasonable control, including but not limited to fire, flood, epidemic, pandemic, acts of government, or any other occurrence of this kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other immediately a written notice as soon as reasonably

possible (within 7 days) on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than 30 consecutive days, then Bank shall have the option to terminate the Agreement upon written notice of such termination to the other party.”

### **23. Arbitration**

All disputes or differences whatsoever, arising out of or in connection with the 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 the contract, abandonment or breach of the contract), shall be settled amicably.

However, where the value of such dispute(s) and/or difference(s) is less than Rs. 10 crores, and if the parties are not able to resolve them amicably, either party (the Bank or bidder), can give written notice to other party clearly setting out therein specific dispute(s) and/or difference(s) and the same shall be referred to arbitration by reference to either a sole arbitrator mutually agreed upon or, in the absence of consensus amongst the parties, the dispute/difference may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The award passed in pursuance thereof, either by the sole arbitrator or the presiding arbitrator as the case may be, shall be binding on the parties. The arbitration shall be conducted and settled in accordance with the Arbitration and Conciliation Act, 1996 and the arbitration proceedings shall be held in Mumbai. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The bidders shall continue work under the empanelment 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. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

### **24. Applicable Law and Jurisdiction of Court**

Subject to the provisions of the clause above – Arbitration, the Contract with the empanelled agency shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of **Courts at Mumbai (with the exclusion of all other courts)**

### **25. Indemnity**

Bidder shall indemnify, protect and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorneys'/advocates'/counselors' fees), relating to or resulting directly or indirectly from:

- i) an act or omission of Bidder, its employees, its agents, consultants etc. in the performance of the services provided by this RFP or the Agreement;
- ii) breach of any of the terms of this RFP or the Agreement or breach of any representation or warranty by Bidder;
- iii) Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, theft, robbery, misbehaviour or violations of any laws or wrongful action/inaction

committed by the bidder or its employees/ agents/ persons employed by third parties;

- iv) This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its employees and/or regulatory authorities.

## **26. Confidentiality:**

- a) Confidential information refers to any and all data or information relating to the Bank, (Disclosing Party) including, but not limited to, accounting records, business processes, and client/customer records and that is not generally known in the industry of the Bank and where the release of that Confidential information could reasonably be expected to cause harm to the Bank.
- b) Bidder (Receiving Party) agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Bidder has obtained, except as authorized by the Bank. This obligation will survive indefinitely upon termination of the agreement.
- c) All written and oral information and material disclosed or provided by the Bank to the bidder under this RFP or the Agreement is confidential Information regardless of whether it was provided before or after the date of the Agreement or how it was provided to the bidder.
- d) For purposes of this RFP and the Agreement, "Confidential Information" excludes any such information which  
(i) is known to the public; (ii) is lawfully acquired by the receiving Party; (iii) was known to the receiving Party without breach hereof; (iv) was or is independently developed by the receiving Party; or (v) is required to be disclosed by Governmental or Judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Bank to seek a protective order or other appropriate remedy.

The selected bidders would also have to execute a Non-disclosure Agreement with the Bank in the format as prescribed by the Bank in this RFP.

## **27. Professionalism:**

The bidder should provide professional, objective and impartial services at all times and hold the Bank's interests' paramount and should observe the highest standard of ethics while executing this assignment.

## **28. Compliance of Applicable Laws:**

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or

comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

### **29. Publicity**

The Bidder shall not advertise or publicly announce that he is undertaking work for Bank without written consent of Bank. In case of non-compliance of this clause the Bidder will be debarred for participating any future contract/ for a period of three years.

### **30. Assignment**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the prior written consent of the Bank.

### **31. Amendment**

Any provision of the contract may be amended by the Bank and the empanelled Due Diligence agency only if the amendment is in writing and signed by both the parties

### **32. Protection of reputation**

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.

### **33. Limitation of Liability:**

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be as at actual or as determined by the Bank.!

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

- i) "Misconduct" means any act or omission of a party which is wilfully intended to harm the interests of the other party, provided however, that wilful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.
- ii) "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
- iii) Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.
- iv) Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v) It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

#### **34. Relationship Between Parties**

This RFP/ document is on a Principal-to-Principal basis and does not create any employer - employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

#### **35. Representations and warranties**

1. Bidder warrant and represent that:
  - (a) It has full power and authority to enter into the Agreement;
  - (b) It shall be responsible for its corporate and personnel taxes if any, and shall indemnify and hold harmless Bank for any liability in this connection;
  - (c) It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the services as desired by the Bank.
  - (d) Its execution of the Agreement and its performance of its obligations hereunder will not conflict with, cause a default under, or constitute a breach of any agreement with a third party;
  - (e) It shall ensure compliance of all applicable laws and regulations in the performance

of the Services under the Agreement;

2. In rendering the services to the Bank, Bidder warrants that:
  - i. It shall observe the best service quality standards and ensure that it renders its obligations to the satisfaction of the Bank.
  - ii. It shall meet the various deadlines and standards as mutually agreed
  - iii. It shall discuss and review its progress, as and when required by the Bank.
  - iv. It shall maintain utmost confidentiality of the Confidential Information.

### **36. Non- Solicitation of the Employees:**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this RFP or the Agreement during the period of empanelment of the bidder and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of empanelment of the bidder and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party

(ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

### **37. Sub-contracting:**

The Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank.

### **38. Effect of Termination**

1. The bidder agrees that after completion of the Term of empanelment or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide the required facility and services to the Bank at no less favourable terms than those contained in this RFP document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly

intended to come into force or continue in force on or after such termination.

### **39. Non – Disclosure Clause:**

The Bidder shall hold all information about this RFP and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

- To use the Information only as needed for the purpose solely related to this Project;
- Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.
- The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this RFP and disclosure of information to parties not so involved will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future Bidding process of the Bank.
- Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access.

**Note: The Bidder will execute the NDA as per “Annexure G”**

### **40. Intellectual Property Rights:**

All Intellectual Property Rights in the Deliverables and reports (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables, reports or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

## 41. Compliance of DPDP Act

The selected bidder shall ensure full compliance with the provisions of the **Digital Personal Data Protection Act, 2023**. This includes, but is not limited to, implementing appropriate technical and organizational measures to safeguard personal data, obtaining informed and verifiable consent from data principals wherever applicable, enabling rights of data principals (such as access, correction, and deletion), and ensuring secure data processing and storage. The bidder shall also be responsible for ensuring that any third-party processors or subcontractors engaged in the project adhere to the same standards of compliance. Any breach or non-compliance with the DPDP Act, 2023 shall attract penalties as per the applicable laws and may also lead to termination of the contract.

The vendor shall implement appropriate technical and organizational safeguards to ensure protection of personal data from any unauthorized access, disclosure, alteration or breach. The vendor shall be fully responsible for maintaining the confidentiality, integrity and security of data shared by the bank or any of the bank's customers. Any failure to ensure adequate safeguard may attract penalties under DPDP Act, 2023, which may extend up to Rs.250. crore or more.

The vendor shall indemnify the Bank against any claims, penalties, or damages arising from non-compliance with the DPDP Act, 2023.

## 42. AUDIT

- i. The bidders 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 bidders will also undertake to co-operate with the RBI/any regulatory agency of Central/State Govt. to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/ or other functions. The bidders are required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the bidders have to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.
- ii. The bidders has to ensure compliance of Information Security requirements according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.
- iii. In line of above, the selected bidders shall ensure that all Regulatory, Statutory, Local Administration requirements are adhered to while undertaking deliverables and services over the period of contract without any additional cost to Bank.
- iv. Any license violation on the part of the vendor shall not put Bank at risk. Bank shall reserve the right to audit the license usage of the vendor or may ask the vendor to undertake non-violation of license.
- v. Bidders will permit Bank's auditor/ authorized auditors/Law enforcement agency personal/Regulatory authorities to access the premises of the bidders for information and verification and cooperate to provide all information and documents without objection and additional cost.

#### **43. Data localization**

- i. All data relating to the Bank, including customer data, transactional data, payment data, logs, metadata, system data, and any data generated, processed, transmitted, or stored as part of the services under this RFP, shall be stored and processed only within India.
- ii. No Bank data shall be transferred, mirrored, accessed, or stored outside the territorial boundaries of India, whether in physical, logical, or virtual form, without explicit prior written approval of the Bank and where permissible under RBI regulations.
- iii. Any cloud infrastructure, data centres, disaster recovery (DR) sites, backup systems, or third-party service providers used by the Bidder shall also be located in India.
- iv. The Bidder shall ensure that all system administration, support, monitoring, and access to Bank data are performed from locations within India.
- v. The Bidder shall provide the Bank and/or RBI or its authorized representatives unrestricted access to data, systems, logs, and records for inspection, audit, or supervisory purposes, as and when required.
- vi. On termination or expiry of the contract, the Bidder shall return all Bank data to the Bank and ensure secure deletion/destruction of all data copies, in certified form, from its systems and those of its subcontractors.
- vii. Non-compliance with this clause shall be treated as a material breach of contract and may result in termination of the contract, penalties, and other actions as deemed appropriate by the Bank.

#### **44. Vicarious Liability:**

The selected Bidder shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold the Bank, its employees, successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Bidder's employees, agents, contractors, sub-contractors, etc.

#### **45. MINIMUM WAGES**

The bidders hereby agree and undertake 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 or any other prevalent law/enactment/provision/statute. The bidder should ensure that they comply with all local laws and labour laws applicable to the services undertaken, Bank shall not be liable for any injuries/damage caused to the personnel employed by the bidder for execution of work and bidder shall ensure all protection including insurance to the personnel employed. In the event of any failure by the bidder to comply with such requirements, resulting in the Bank being required to pay any wages, penalties, fines, or other amounts on behalf of or due to the bidder, the bidder

shall be solely liable for such amounts. The Bank shall have the right to recover any such payments, including associated costs, from the bidder, either by deduction from amounts payable to the bidder under the contract or by any other lawful means, including invoking any performance guarantees.

The successful bidders will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidders and shall not be liable for any levies penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidders /their employees and the bidders or its employees, staff, agents will not be entitled to any employment with Bank.

In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidders/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 bidders for their misconduct, if any.

#### **46. RFP RESPONSE**

All submissions will become the property of Bank. Bidders 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 bidders 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 of or any banking documents

#### **47. TAXES AND DUTIES**

The bidders 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 bidders 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 bidders 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 bidders.

The bidders 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.

GST/Tax remittance mismatch amount between Bank and Vendor will be held by Bank from future bills till resolution.

#### **48. AMENDMENT OF RFP**

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

#### **49. EXIT CLAUSE**

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

- a. Failure of the successful bidders to accept the empanelment offer within 30 days and furnish the requisite documents.
- b. Delay in delivery beyond the specified period
- c. Delay in adhering to the TAT.
- d. Serious discrepancy in services to be provided or the performance levels which have an impact on the functioning of the bank or services rendered by the bank to its customers.

#### **50. LIQUIDATED DAMAGES**

- A. In case of deficiency or failure in due delivery of services/ products by the Bidders/ Vendor it shall be liable to pay liquidated damages @ 0.5% of invoice amount per week up to a max of 5% of invoice value and/or cancellation of empanelment/ Contract.
- B. If the Vendor does not perform satisfactorily or delays execution of the contract/service allotted, the Bank reserves the right to get the same contract/service allotted executed by another empanelled Vendor of its choice by giving 7 (Seven) days' notice for the same. In this event, the original Vendor is bound to make good the additional/ any expenditure, which the Bank may have to incur to carry out the execution of the same order/contract/service allotted. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract/empanelment is cancelled.
- C. In addition to the cancellation of empanelment, the Bank reserves its right to invoke the Performance Bank Guarantee given by the Vendor for appropriation towards damages. Any liquidated damages imposed on the Vendor for non-performance may also be deducted from the payment to be made to the Vendor or as deemed necessary.
- D. If the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP or the contract as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the monthly invoice value as Liquidated Damages from the selected Bidder inter-alia by invoking the performance guarantee.
- E. The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the Bank.

#### **51. Adherence to Cyber Security Systems**

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

The resources onboard to Bank's work need to provide declaration as per Annexure XV - Know Your Employee (KYE) Clause as per bank's outsourcing policy.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with Bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners.

**Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.**

## **52. SUBMISSION OF BIDS**

The bidders have to submit responses to the RFP physically. All response documents as per requirement of RFP must be submitted along with the pre-qualification cum technical bid. The bids will be opened at the following address: -

To,

Union Bank of India,

Procurement Department  
1st Floor, 239, Union Bank Bhavan, Vidhan  
Bhavan Marg,  
Nariman Point, Mumbai – 400 021

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

## Annexure A - Application for Empanelment of Agencies

(In the letterhead of applicant)

M/S \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tele No.(s) \_\_\_\_\_

Mobile No. \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date:

To,

Union Bank of India, Union Bank  
Bhavan,  
1st Floor, Procurement Dept 239,  
Vidhan Bhavan Marg,  
Nariman Point, Mumbai-400021

Dear Sir/ Madam,

### **APPLICATION FOR Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account**

Please refer to your advertisement dated ..... in newspaper for the Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account and the RFP published on the Bank's website and [www.eprocure.gov.in](http://www.eprocure.gov.in) for the said empanelment.

2. We enclose in Annexures duly **SIGNED & SEALED** by the authorized signatory of our firm/company along with all the required testimonials. We hereby undertake and confirm that the details submitted are true and correct. We further undertake to produce, on demand, the "ORIGINALS" of the enclosed testimonials/papers/documents and assist the Bank authorities for the purpose of the empanelment.

3. We have read, understand, and accept the terms and conditions mentioned in the RFP and offer to extend the Verification Services to the Bank as per the aforesaid terms and conditions in the RFP. We confirm, declare and undertake that:

a) We have not made any misleading or false representations in the forms, statements and attachments submitted.

b) Our bid is unconditional.

c) We are not declared as insolvent, or any insolvency petition is pending against us in any Court.

d) No criminal proceedings are pending or has ended up in conviction against us, including our directors/promoters/partners, in Court.

e) We are not blacklisted or included in negative list by Central Government, any State Government, Reserve Bank of India, IBA, SEBI, any Regulatory body/ authority, Government Dept., Public Sector bank/Undertakings or a Corporation during the last 3 years.

4. We understand and agree as under:

- a) That the Bank at its sole discretion and determination may add any other relevant criteria for evaluating the proposals received in response to this RFP and the Bank has the right to accept or reject any or all applications submitted in response to the RFP document at any stage without assigning any reason thereof.
- b) That in the event we are selected for empanelment, we have to match the lowest rate quoted amongst all applicants for each activity covered under the verification service and we have to render the verification service on allotment of the work at the aforesaid lowest rate. That the aforesaid lowest rate shall remain fixed during the entire period of empanelment and shall not be subject to variation on any account. That in case we do not match the rate as aforesaid, we will not be considered for empanelment.
- c) That in the event we are empaneled, we will execute an agreement with the Bank setting forth the terms and conditions for our engagement for carrying out the work allotted to us and shall render the verification service as per the terms and conditions in the Agreement. Until the formal agreement as above is executed, this offer, together with the Bank's written acceptance and the work order issued to carry out the verification service shall constitute a binding contract on us.

5. We clearly understand and agree that mere submission of application and Bid does not guarantee us empanelment and the Bank's decision in this regard will be final and binding on us.

6. We enclose along with bids a duly signed hard copy of the RFP document.

Yours faithfully,

(Authorized Signatory) (Seal of Firm / Company)

Date:

Place:

(Letter of authorizations, on applicant's letterhead, in favor of person signing and submitting the applications and the Bids must be enclosed)

## ANNEXURE B – TECHNICAL BID

Application For Empanelment Of Agencies For Due Diligence Of Msme Proposal And End Use Verification Of Msme Account

To,  
Union Bank of India, Union Bank  
Bhavan,  
1st Floor, Procurement Dept 239,  
Vidhan Bhavan Marg,  
Nariman Point, Mumbai-400021

Dear Sir,

### Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account

With reference to Union Bank of India, RFP Reference No. PROC: : dated \_\_\_\_\_ regarding Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account, we submit requisite information as follows: -

S. No	Norms	Applicant details	Status of Compliance		Related Document required - Page No. of Your Response
			Yes	No	
<b>DETAILS OF THE COMPANY/ FIRM</b>					
1	Name of Applicant Firm / Company				
2	Constitution:				
3	Date Established/ Date of Incorporation				
4	Registered / Communication Address of the Firm / Company				
5	PAN No.				
6	Goods & Services Tax (GST) Identification No.				
7	TDS Account No. (TAN)				
<b>DETAILS OF DIRECTOR(S) / PARTNER(S) / PROPRIETOR OF THE COMPANY / FIRM</b>					
8	Name of the Director(s) / Partner(s) / Proprietor				
9	PAN of Director(s) / Partner(s) / Proprietor				
10	Mobile Nos. of Director(s)/ Partner(s) / Proprietor				
11	E-mail IDs of Director(s)/ Partner(s) / Proprietor				

KEY CONTACT PERSON					
12	Name of Authorized person apply (Authorized on letter head by respective owner / board of directors)  Designation: Address: Telephone No: Mobile No.: Email Id:				
ACTIVITIES OF THE COMPANY					
13	Activities/ Products/ Scope of work undertaken	a) b) c) d)			
PAST EXPERIENCE OF VERIFICATION WORK OF THE COMPANY					
14	Name of Bank / Financial institutions /company the applicant has been providing Due diligence and verification services with no. of years. (Minimum Two)	Sr. No.	Name of the Bank / Financial institutions	Services	Since (DD/M/YY)
*Submit a list of present Banking Clientele along with the relevant Certificate / Copies of Agreements from all the Banks / Financial institutions					

15	Approximate nos. of Verification conducted	Period of verification conducted	Overall nos. of Verification done (Count)	Penalty imposed during the period. (in Rs.)			
		From the date of empanelment or last 24 months whichever is earlier					
		For last 12 months					
16	TAT (Avg. TAT of final submission of verification reported in no. of Days)  (Last Quarter)	Name of Service		TAT (Avg. TAT of final submission of verification reported in no. of Days)			
		<i>Submit TAT Certificates issued by Banks / FIs where they are providing these services (should be verifiable through Data / MIS of agency or existing Banking Clientele.)</i>					
17	STAFF STRENGTH (location wise details)  A) Total No. of Field Staff (location wise details) B) Supervisory Staff <i>* Submit Statement of pay roll / EPFO / Labour Department giving designation-wise details of staff.</i>						
<b>FINANCIAL INDICATORS FOR LAST 3 YEARS (in Crs.)</b>							
18	Financial Indicators for last 2 years (in Crs.) based on audited Balance Sheet  <i>(Submit Balance Sheet and P&amp;L statements)</i>	Financial Year	2023-24	2024-25			
		Profit/ Loss					
		Turnover					
<b>AREA(S) OF OPERATION (PLEASE SPECIFY)</b>							
19	Mention the area of operation applied for as per below:						
		PAN INDIA					
		States (Name of states)					
		Metro cities / district (Name of district )					
Few selected centers other than mentioned							

TECHNICAL CAPABILITY					
20	<p>Details of Present Set up / Infrastructure available</p> <p>a) No. of Offices and Location.</p> <p>b) No. of Branches and location.</p> <p>c) Facilities / infrastructure available at office and Branch to carry out the work, including details of computers, communication instruments, vehicle etc.</p> <p>d) Details Agency Software / Digital Portal / API integration availability.</p>				
21	<p>Furnish information about, internal structure, facilities and HR of the applicant to carry out the work:</p> <p>a) Management Structure of the Applicant.</p> <p>b) Controls and reporting System.</p> <p>c) Client Complaints &amp; assistance response and Resolution System in place including level of escalation.</p>				
22	<p>Whether applicant has been blacklisted any time during the last 3 years (if yes, details thereof)</p>				
23	<p>Whether declared as insolvent or any insolvency petition pending in any court?</p>				
24	<p>Whether any criminal proceeding is pending or have ended up in conviction against the Agency including its Directors/ Promoters/ Partners in Court?</p>				

25	Whether de-listed/ debarred/ removed from Union Bank of India and/ or any other financial institution's panel in the past?				
26	<p>Furnish information about systems and procedures in place</p> <ul style="list-style-type: none"> <li>a) To conduct back checks for all the verification conducted by your field verifiers.</li> <li>b) To ensure Time bound Delivery of Verification reports</li> <li>c) To ensure correctness authenticity of the Verification report</li> <li>d) To hold and communicate data of negative list of borrowers / defaulters</li> <li>e) Safeguards to maintain confidentiality and secrecy of customer data</li> </ul>				
27	Particulars of training programme provided to field verifiers for conducting of verification services				
28	Any other technical information applicant want to furnish				

Note: Please attach self-attested photographs and photocopies of proofs relating to:

- a) Identity & Address of the firm and the Proprietor / all partners / all directors.
- b) Partnership Deed / Memorandum & Articles of association of Company / Certificate of Registration from Registrar of Firms
- c) PAN card / TAN/ GSTIN/ VAT etc.
- d) Empanelment with other banks / institutions
- e) Registration with Govt. authorities
- f) Authority Letter / Board resolution for applying for empanelment
- g) Audited Financial Data / Financial profit- duly certified by the agency for AY 2022-23,2023-24 & 2024-25

We solemnly declare the information furnished above is complete and entirely true, and nothing has been concealed.

We affirm that terms & conditions of Union Bank of India relating to empanelment acceptable to us.

I/ We hereby declare having read the specimen of the terms and conditions attached with the offer document and note to abide by the covenants of the terms and conditions.

For & on behalf of Firm

(Signatures)

Name & Designation

(Signatures)

Name & Designation

(Signatures)

Name &  
Designation

Enclosures:

- 1.
- 2.
- 3.
- 4.

## Scoring

S. No	Parameter	Max. Marks for the Criteria	Marks assigned to sub criteria
1	<b>Past Experience of Due Diligence &amp; Verification work of the company / firm ( minimum two year as of 31.12.2025)</b>	<b>10</b>	
	Above 10 years		10
	Above 5 years up to 10 years		8
	2 years up to 5 years		5
	Less than 2 years		0
2	<b>Existing Clientele (Presently Approved by Public Sector Banks/ Private bank/HFC/NBFC/Foreign Banks)</b>	<b>10</b>	
	Approved by more than 5 Banks		10
	Approved by 3-5 Banks		8
	Approved by upto 2 Banks		5
	Not empaneled by any Financial Institutions		0
3	<b>Financial Strength of the Agency (Average turnover for last 3 financial year or since date of establishment)</b>	<b>10</b>	
	Above Rs 5.00 Crs		10
	Above Rs 3.00 Crs & upto Rs 5.00 Crs		8
	Above Rs. 1.00 Crs & upto Rs. 3.00 Crs		5
	Below Rs 1.00 Crs		1
4	<b>Constitution of the Company /Firm</b>	<b>5</b>	
	Company (Public/ Pvt. Ltd)		5
	Partnership firm		4
	Proprietary Concern		3
	Any Other		2
5	<b>Agency's Staff Strength (Only Field &amp; Supervisory staff on company's / firm's roll shall be considered)</b>	<b>5</b>	
	Above 100		5
	Above 50 up to 100		4
	Above 25 up to 50		3
	Less than 25		2
6	<b>Area of Operation</b>	<b>10</b>	
	Pan India		10
	Minimum four States namely Maharashtra, Goa, Madhya Pradesh and Gujarat		8
	All Metro Cities and Mumbai, Hyderabad, Ahmedabad & Bangalore.		6
	Any other centres / area of operation		4
7	<b>Capturing Facility of Location through GPS</b>	<b>5</b>	5

	No GPS Facility		0
<b>8</b>	<b>Volume of work with present banking Clientele (Average no. of verifications / collections done per month since empanelment)</b>	<b>5</b>	
	More than 2000		5
	Above 1000 and up to 2000		3
	Below 1000 and up to 250		2
	Less than 250		1
<b>9</b>	<b>Technical Capability (minimum norms of infrastructure proportional to no. of offices)</b> a. <b>Computer Systems/ Nodes to office 5:1</b> b. <b>Network Connected</b> c. <b>Licensed Software</b> d. <b>Central uploading &amp; allocation of case facility.</b> e. <b>Availability of integration of system with Bank.</b>	<b>10</b>	
	Availability of all five infrastructures greater than or equal to above defined ratios		10
	Availability of four infrastructures (a, b & c mandatory and any of the d / e) greater than or equal to above defined ratios		8
	Availability of three infrastructures (a, b & c) greater than or equal to above defined ratios		5
	Availability of three infrastructures (a, b & c) less than above defined ratios		2
	Availability of less than three infrastructures (a, b & c)		0
<b>10</b>	<b>Technical Presentation (Details of Process flow of Agency)</b>	<b>30</b>	
	Maximum Marks	100	

**(Copies of relevant documents to be enclosed for perusal)**

Bank may, in its sole and absolute discretion apply whatever criteria it deems appropriate in the empanelment of agencies, not limited to selection criteria set out in above scoring models or this offer document.

Agencies, who are having the infrastructure / skill sets available for both the assignments, shall apply for the empanelment. Minimum 60% scoring (out of 70 marks) is required to qualify for being eligible for technical presentation.

Agencies scoring 60 marks and above (out of total score of 100) shall be selected in the technical bid and for further participation in the commercial bid opening.

The Bank reserves its right to accept / reject any or all the offers without assigning any reason(s). Bank may also visit the site location of the bidders during finalization / evaluation stage.

## ANNEXURE C

### Commercial Bid

(on Companies Letter Head)

#### Commercial Rate Contract for Pre and Post Sanction Due Diligence and Verification INR \_\_\_\_\_ per Case.

The rates quoted above are inclusive of all taxes / levies except GST. The GST will be paid extra as per prevailing rates. All expenses pertaining to verification would be borne by the bidder.

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

NOTE:

1. Fee is inclusive of all travelling and other expenses.
2. Total Fees quoted above will be considered for the Techno Commercial Evaluation which will be paid on actual basis after deducting applicable taxes.
3. In case of any discrepancy, price quoted in words will be considered for computation of TCO.
4. The price quoted shall separately state professional fees and applicable taxes (applicable taxes will be paid as per the tax rate prevailing at the time of actual payment). The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.
5. Final prices quoted by the Bidder shall remain fixed for the period specified in this document (for the entire contract period).
6. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
7. The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc.

(Authorized Signatory)

(Seal of Firm / Company)

Place:

Date:

## ANNEXURE D

### Compliance Certificate

(on Companies Letter Head)

To,

Date:

Union Bank of India,  
Union Bank Bhavan,  
1st Floor, Procurement Dept 239,  
Vidhan Bhavan Marg,  
Nariman Point, Mumbai-400021

Dear Sir,

Ref:

- 1) Having examined the Request for Proposal (RFP) including all annexures, the receipt of which is hereby acknowledged, we the undersigned offer to provide the end to end services in conformity with the said RFP and in accordance with our proposal.
- 2) We confirm that this offer is valid for 180 days from the last date for submission of RFP to the Bank (RFP closing date).
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
- 4) We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 5) We agree that the Bank is not bound to accept any Bid that the Bank may receive.
- 6) We have not been barred / blacklisted by any regulatory / statutory authority and we have the required approval to be appointed as a due diligence agency to provide the services to Bank.
- 7) We shall observe confidentiality of all the information passed on to us in course of the bidding process and shall not use the information for any other purpose than the current tender.
- 8) Empanelment will be for a period of THREE years.

Seal & Signature of the Bidder

Phone No:

Email

Place

Date:

**ANNEXURE – E**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

To,

Union Bank of India, Union Bank  
Bhavan,  
1st Floor, Procurement Dept 239,  
Vidhan Bhavan Marg,  
Nariman Point, Mumbai–400021

Dear Sir,

In consideration of Union Bank of India, **Procurement Department, 1<sup>st</sup> Floor, Central Office, 239, Union bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021** placing an Empanelment Letter to Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account to M/s \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the vendor) as per the Empanelment Letter issued to the vendor vide Empanelment Letter no \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said contract), we \_\_\_\_\_ (Name of the Guarantor Bank), a 'scheduled commercial bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the ) for Request for Proposal (RFP) for Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account as per the said contract entered into by the vendor with you.

We \_\_\_\_\_ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until \_\_\_\_\_, whichever is earlier.

Unless a claim or demand is made on us in writing under this guarantee on or before \_\_\_\_\_, we shall be discharged from all our obligations under this guarantee.

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

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

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all

of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

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

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

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

Notwithstanding anything contained hereinabove:

- I) Our liability under this bank guarantee shall not exceed ₹5,00,000.00.
- II) This bank guarantee shall be valid up to \_\_\_\_\_.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before \_\_\_ whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

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

.....

Name ..... (In  
Block letters)  
Designation ..... (Staff  
Code No.) .....

Official address:  
(Bank's Common Seal)  
Attorney as per power of Attorney No. Date:  
WITNESS:

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

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

**Note:**

1. This guarantee should be furnished by a Nationalized Bank/ Scheduled Bank, other than Union Bank of India, as per the format.
2. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
3. This Bank Guarantee should be furnished within 30 days from the date of acceptance of empanelment letter.
4. This Bank Guarantee should be directly sent to the Bank by the Issuing Bank under Registered Post with Acknowledge Due.

## Annexure F

### **Pre Contract Integrity Pact**

(On stamp paper of Rs.500/-)

Between

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

#### **Preamble**

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

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

#### **Section 1 – Commitments of the Principal**

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the Bid for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall treat all Bidder(s) with equity and reason during the Bid process. The Principal shall, in particular, before and during the Bid process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the Bid process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the Bid process and the contract execution.

a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the Bid process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or the execution of the contract.

b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the Bid process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from the Bid process and exclusion from future contracts**

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

### **Section 4 – Compensation for Damages**

1) If the Principal has disqualified the Bidder(s) from the Bid process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

### **Section 5 – Previous transgression**

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

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

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

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

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall disqualify from the Bid process all bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8 – Independent External Monitor**

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

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

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

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

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

6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall  
RFP –Empanelment of Due Diligence Agency

inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration**

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

**Section 10 – Other provisions**

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Bid/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For and on behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place.....Date .....

Witness 1:\_\_\_\_\_

Witness 1:\_\_\_\_\_

**Annexure G**  
**NON DISCLOSURE AGREEMENT**

(On stamp paper of Rs.1000/-)

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_ day of \_\_\_\_\_, 2026 and shall be deemed to have become in full force and effect from \_\_\_\_\_ (the “Effective Date”).

BY and between M/s. \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as “Bidder” and/or the “Receiving Party”, 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 the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400021 (hereinafter referred to as “Union Bank” and/or “Bank” and/or the “Disclosing Party”, 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.

The Bidder and the Bank shall hereinafter, wherever the context so permits, be jointly be referred to as “Parties” and individually as a “Party”.

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

i) Partner inter-alia is engaged in the business of providing \_\_\_\_\_.

Union Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between the Parties for the provision of services related to “\_\_\_\_\_” (“the Purpose”) as more particularly described in the \_\_\_\_\_. **NOW THIS AGREEMENT WITNESS:**

**1. Interpretation**

In this Agreement “Confidential Information” means all information belonging to the Disclosing Party that is or shall be disclosed to the Receiving Party by the Disclosing Party in connection with the business transacted/ to be transacted between the Parties and the Purpose. 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 and the Purpose.

**2. 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.

### 3. Confidentiality:

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:

- 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
- 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
- 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, Affiliates or itself in connection with any project/assignment; or
- 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 Affiliates or any member of their group or their projects.

### 4. The Receiving Party also agrees and accepts that it shall:

- 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 any inadvertent disclosure;
- keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- 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
- upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort, 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.

### 5. 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 Disclosing Party;
- ii) 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 Affiliates 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.

### 6. 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 practicable to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the opportunity for the Disclosing Party to contest such disclosure or otherwise to agree the timing and content of such disclosure.

## 7. 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 or Affiliates 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.

## 8. 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.

## 9. Remedies and Relief:

The Parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients or Affiliates 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 or Affiliates, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favour 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 Advocates'/counselors' 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 Advocates'/counselors' fees. ]

## 10. No Assignment

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

## 11. 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.

## 12. 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.

## 13. 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.

## 14. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of 3 years therefrom, except if terminated by the Bank at an earlier date, at the sole discretion of the Bank, by giving written notice to effect the same. This Agreement may also be extended for an additional period at the sole discretion of the Bank. 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. 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.

15. 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.

16. Indemnity

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

17. Modification

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

18. 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.

19. Counterparts

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_DAY OF \_\_\_\_, 2026.

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 H – List of Zonal Offices/Regional Offices**

<b>SNO</b>	<b>Regional Office</b>	<b>Zonal Office</b>
1	BALLARI	BANGALORE
2	BENGALURU NORTH	BANGALORE
3	BENGALURU EAST	BANGALORE
4	BENGALURU SOUTH	BANGALORE
5	KALABURAGI	BANGALORE
6	MYSURU	BANGALORE
7	JABALPUR	BHOPAL
8	NARMADAPURAM	BHOPAL
9	REWA	BHOPAL
10	BHOPAL CENTRAL	BHOPAL
11	BILASPUR	BHOPAL
12	GWALIOR	BHOPAL
13	INDORE	BHOPAL
14	RAIPUR	BHOPAL
15	BALASORE	BHUBANESHWAR
16	BERHAMPUR	BHUBANESHWAR
17	BHUBANESHWAR	BHUBANESHWAR
18	CUTTACK	BHUBANESHWAR
19	RAYAGADA	BHUBANESHWAR
20	SAMBALPUR	BHUBANESHWAR
21	LUDHIANA	CHANDIGARH
22	AMRITSAR	CHANDIGARH
23	BATHINDA	CHANDIGARH
24	CHANDIGARH	CHANDIGARH
25	HISSAR	CHANDIGARH
26	JALANDHAR	CHANDIGARH
27	KARNAL	CHANDIGARH
28	SHIMLA	CHANDIGARH
29	CHENNAI NORTH	CHENNAI
30	CHENNAI SOUTH	CHENNAI
31	KANCHEEPURAM	CHENNAI
32	SALEM	CHENNAI
33	COIMBATORE	COIMBATORE
34	MADURAI	COIMBATORE
35	TIRUCHIRAPALLY	COIMBATORE
36	TIRUNELVELI	COIMBATORE
37	TIRUPPUR	COIMBATORE
38	KOLLAM	ERNAKULAM
39	KOZHIKODE	ERNAKULAM
40	THIRUVANANTHAPURAM	ERNAKULAM

41	THRISSUR	ERNAKULAM
42	ERNAKULAM	ERNAKULAM
43	KOTTAYAM	ERNAKULAM
44	JUNAGADH	GANDHINAGAR
45	MEHSANA	GANDHINAGAR
46	SURAT	GANDHINAGAR
47	AHMEDABAD	GANDHINAGAR
48	ANAND	GANDHINAGAR
49	BARODA	GANDHINAGAR
50	GANDHINAGAR	GANDHINAGAR
51	RAJKOT	GANDHINAGAR
52	HYDERABAD-KOTI	HYDERABAD
53	HYDERABAD- PUNJAGUTTA	HYDERABAD
54	HYDERABAD-SAIFABAD	HYDERABAD
55	KHAMMAM	HYDERABAD
56	WARANGAL	HYDERABAD
57	KARIMNAGAR	HYDERABAD
58	MAHABUBNAGAR	HYDERABAD
59	NIZAMABAD	HYDERABAD
60	SECUNDERABAD	HYDERABAD
61	SIDDIPET	HYDERABAD
62	JAIPUR	JAIPUR
63	JODHPUR	JAIPUR
64	KOTA	JAIPUR
65	UDAIPUR	JAIPUR
66	DURGAPUR	KOLKATA
67	HOWRAH	KOLKATA
68	SILIGURI	KOLKATA
69	GREATER KOLKATA	KOLKATA
70	GUWAHATI	KOLKATA
71	JORHAT	KOLKATA
72	KOLKATA METRO	KOLKATA
73	AYODHYA	LUCKNOW
74	GORAKHPUR	LUCKNOW
75	KANPUR	LUCKNOW
76	LUCKNOW NORTH	LUCKNOW
77	LUCKNOW SOUTH	LUCKNOW
78	BELAGAVI	MANGALURU
79	UDUPI	MANGALURU
80	GOA	MANGALURU
81	HASSAN	MANGALURU
82	HUBBALLI	MANGALURU
83	MANGALURU	MANGALURU
84	SHIVAMOGGA	MANGALURU
85	AGRA	MEERUT

86	BAREILLY	MEERUT
87	DEHRADUN	MEERUT
88	HALDWANI	MEERUT
89	MEERUT	MEERUT
90	MUZAFFARNAGAR	MEERUT
91	MUMBAI SOUTH	MUMBAI
92	MUMBAI-THANE	MUMBAI
93	MUMBAI-VASHI	MUMBAI
94	ANDHERI	MUMBAI
95	MUMBAI-BORIVALI	MUMBAI
96	DELHI NORTH	NEW DELHI
97	DELHI SOUTH	NEW DELHI
98	GURUGRAM	NEW DELHI
99	NEW DELHI	NEW DELHI
100	GHAZIABAD	NEW DELHI
101	PATNA	PATNA
102	BHAGALPUR	PATNA
103	DHANBAD	PATNA
104	GAYA	PATNA
105	RANCHI	PATNA
106	SAMASTIPUR	PATNA
107	AHILYANAGAR	MUMBAI
108	GREATER MUMBAI	MUMBAI
109	NASIK	MUMBAI
110	AMRAVATI	MUMBAI
111	KOLHAPUR	MUMBAI
112	NAGPUR	MUMBAI
113	MUMBAI METRO	MUMBAI
114	KADAPA	TIRUPATI
115	KURNOOL	TIRUPATI
116	TIRUPATHI	TIRUPATI
117	ANANTPUR	TIRUPATI
118	NELLORE	TIRUPATI
119	AZAMGARH SOUTH	VARANASI
120	GHAZIPUR EAST	VARANASI
121	GHAZIPUR WEST	VARANASI
122	JAUNPUR NORTH	VARANASI
123	MAU	VARANASI
124	PRAYAGRAJ	VARANASI
125	AZAMGARH NORTH	VARANASI
126	CHANDAULI	VARANASI
127	JAUNPUR SOUTH	VARANASI
128	VARANASI	VARANASI
129	BHIMAVARAM	VIJAYWADA
130	GUNTUR	VIJAYWADA

131	VIJAYAWADA	VIJAYWADA
132	ELURU	VIJAYWADA
133	MACHILIPATNAM	VIJAYWADA
134	NARASARAOPET	VIJAYWADA
135	ONGOLE	VIJAYWADA
136	KAKINADA	VISAKHAPATNAM
137	RAJAHMUNDRY	VISAKHAPATNAM
138	SRIKAKULAM	VISAKHAPATNAM
139	VIZIANAGARAM	VISAKHAPATNAM
140	VISHAKHAPATNAM	VISAKHAPATNAM

## Annexure i

### Know Your Employee (KYE) Clause

(Bidder has to submit Undertaking on the company/firm letter head as per format given below).

1. We \_\_ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for \_\_\_\_\_ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We 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 firm/ company's seal/stamp

\_\_\_\_\_

Name of Competent Authority \_\_\_\_\_

Company / Organization \_\_\_\_\_

Designation within Company / Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_

## ANNEXURE J

### DATA WIPE-OUT / DATA DELETION DECLARATION (To be submitted by the CPV Vendor)

**To**

The Dy General Manager  
Union Bank of India,  
Procurement Department,  
1<sup>st</sup> floor, Union Bank Bhawan  
239, Vidhan Bhawan Marg  
Nariman Pint, Mumbai - 400021

Vendor Reference Details

- Name of Vendor:
- Registered Address:
- Reference No:

Description of Data Accessed / Processed

I/We, \_\_\_\_\_, hereby confirm that during the contractual engagement with Union Bank of India ("UBI"), we will receive, access, process, store, or otherwise handle the following categories of data:

Personal Data of UBI Customers  
Personal Data of UBI Employees  
Business / Operational / Financial / Technical Data

Vendor Declaration of Data Wipe-Out / Deletion

We hereby declare that:

1. All data belonging to Union Bank of India (as mentioned hereinabove), including personal data, in all forms and formats (physical records, electronic data, backups, archives, logs, temporary files, emails, portable storage media, cloud environments, system caches, test and DR environments) will be permanently and securely deleted / erased / destroyed from our systems and premises.
2. The data wipe-out / deletion will be carried out:
  - In accordance with the terms and conditions of the Agreement, and
  - In compliance with the Digital Personal Data Protection Act, 2023, its rules, and other applicable laws.
3. Secure deletion will be performed using industry-recognized standards, including (as applicable):
  - Physical destruction / shredding

4. The deletion methods adopted ensure that the data will be irreversible, non-recoverable, and unreadable.
5. Any sub-contractors / sub-processors / third parties engaged by us who had access to UBI data will also:
  - o Completed secure deletion of such data, and
  - o Provided confirmation of deletion to us.

Exception (If Applicable)

No UBI data will be retained by the Vendor

The following data will be retained strictly to meet statutory / regulatory obligations:

Description of Data	Legal / Regulatory Basis	Retention Period

Such retained data shall be protected with appropriate technical and organizational safeguards and shall be deleted upon expiry of the applicable retention period.

Right of Verification

We acknowledge that Union Bank of India reserves the right, subject to reasonable notice and contractual provisions, to:

- Seek documentary evidence supporting this declaration, and/or
- Conduct verification or audit, where deemed necessary.

Vendor Authorization & Certification

We confirm that the undersigned is duly authorized to issue this certificate on behalf of [Vendor Name]. We further certify that the information provided herein is true, complete, and accurate.

Authorized Signatory Name:

Designation:

Signature:

Date:

Place:

Official Seal of Vendor

## **Annexure-K**

### **Undertaking for Completion of Police Verification, Background Checks, and KYC of Agency Employees**

Sir/Madam,

In response to the Request for Proposal (RFP) and in compliance with Clause, we hereby confirm and undertake the following:

1. That all employees deputed or proposed to be deputed for carrying out inspection/verification/field activities on behalf of our Agency have undergone mandatory police verification prior to their engagement.
2. That every staff member deployed under this contract has been vetted through a third-party background check, covering identity verification, address verification, criminal record check, and employment/education history verification, as applicable.
3. That Know Your Customer (KYC) documents of all employees deployed for the said assignment are maintained on record with the Agency and will be provided to the Purchaser/Authority whenever required.
4. That no employee with an adverse background, criminal record, or pending legal issues has been engaged or will be engaged for providing services under this contract.
5. That the Agency shall ensure continuous due diligence, and any change in the personnel deployed will be communicated along with supporting police verification and background check documents prior to their field deployment.
6. That the Agency takes full responsibility for the conduct, integrity, and background of its employees and shall indemnify the Purchaser/Authority against any loss, liability, or claim arising out of misconduct, fraud, or misrepresentation by its personnel.
7. There should be no order, direction, or adverse judgment from any court of law in India against the employee firm.

We hereby affirm that the above statements are true and correct to the best of our knowledge and belief.

#### **Authorized Signatory**

Name:

Designation:

Agency Name:

Address:

Phone:

Email:

Seal of the Agency

**ANNEXURE L: Indemnity Letter format**

**Indemnity Bond**  
(On Non-Judicial Stamp of Rs 500 value)

This DEED OF INDEMNITY made on the \_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (hereinafter referred to as the "Agency") which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns of the one part in favour of UNION BANK OF INDIA a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its head office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point Mumbai- 400021 (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns of the other part.

WHEREAS Union Bank of India, had floated RFP bearing No. \_\_\_ dated \_\_\_\_\_ and corrigendum thereto dated \_\_\_ Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account.

AND WHEREAS the said \_\_\_\_\_ ) has participated in the RFP and has been issued with Empanelment Letter bearing No. .... dated ..... and the Agency has entered into a Contract dated ..... for the scope of work contained in the RFP.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Contract the Agency hereby covenants with the Bank and its successors in title that

- the Agency shall at all times hereafter keep the Bank its officers, successors, assigns fully indemnified against all losses, actions, proceedings, claims, suits, damage and any other expenses for causes attributable to the Agency or their representatives.
- Agency shall indemnify the bank, its successor and assigns at all times and from time to time and against all loss, damages and all actions, suits, proceedings, expenses, cost, charges and demands arising out of any act, lapses, defaults, negligence errors, mistakes committed by the Agency or its employees, agent in performance of obligations.
- Agency shall keep the Bank, its officers, successors, assigns fully indemnified against all losses, actions, proceedings, claims, suits, damage and any other expenses caused due to breach of confidentiality or personal data by the Agency or its employees, agents, personnel, etc.

In witness whereof, the above named Agency has executed this Indemnity Bond at \_\_\_\_\_ on this day of \_\_\_\_\_

Witness

1.

2.

Executant

(Seal & Signature)

**ANNEXURE M: Certificate of Waiver for MSE firms**

(In Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_  
\_\_\_\_\_. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as per MSME Act 2006 and subsequent government notifications.

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

Chartered Accountant Firm Name:

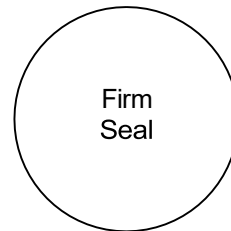
\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Reg. No: \_\_\_\_\_

UDIN: \_\_\_\_\_



**Annexure N**

**Form of Self Affidavit / Declaration  
[To Be Submitted in agency Letter Head Only]**

We, M/s \_\_\_\_\_, are one of the bidders for providing services to Union Bank of India as per your "Request for Proposal (RFP) for **Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account**".

We, hereby declare that our Institute / Organization do not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the training services.

We further declare that no legal action is pending / contemplated against us nor are we debarred by any legal jurisdiction in India or outside India, which may affect our ability to deliver as per the terms of the RFP.

We further declare that we have not been blacklisted by any entity /Regulators/Govt. Bodies in India or outside India. We further declare that we do not have any ownership or control rights by any director (or relatives) of Union Bank of India, both present and those who have retired in the last one year.

We further declare that we have sufficient expertise and capability to deliver efficient and effective advice on the areas mentioned in the scope of work and we have in-house capability to take up assignment on our own.

The information submitted in the eligibility criteria and technical bid are true and are factually correct.

We further declare that in case the Bank finds our averments are not true and are incorrect, the Bank can initiate necessary action against us, as deemed fit.

Authorized Signatory (ies)

Signature:

Name:

Designation:

Date:

Seal of the Institute / Organization:

**Annexure O**

**Relevant Experience**

Please provide following information for most relevant clients in India:

Use the format below to provide information for which your firm was legally contracted for carrying out assignments related to scope & deliverables given in this RFP. Please mention more than one assignment under the same client if relevant. (Use separate sheet for each client)

1	Name of the client/description of the client: Relevant Experience (can be more than one):	
2	Description of the assignment:	
3	Duration of the assignment (in years) as per the agreement:	
4	Start date:	
5	End date:	
6	Number and Name of states/union territory where due diligence services provided.	
8	No. of professional staff provided for all the assignments for the client:	
9	Terms of reference	
10	Impact Achieved	
11	Any other relevant information	

(Please include client references / commendation letters, if any)

Reference letter from the client to be attached regarding the successful completion.

Signature:

Name:

Designation:

Date:

Seal of the Institute / Organization:

**ANNEXURE P: Anti-Collusion Certificate**  
(to be furnished by the Bidder on their letter head)

To,

The General Manager,  
Union Bank of India,  
Union Bank Bhavan,  
1<sup>st</sup> Floor, Procurement Dept 239, Vidhan  
Bhavan Marg, Nariman Point, Mumbai-  
400021.

Subject: Application for Tender for Empanelment of Agencies for Due Diligence of MSME Proposal and End Use Verification of MSME Account

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any other person(s). And also, not done any act, deed or thing which is or could be regarded as anticompetitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2026

Name of the Bidder:

\_\_\_\_\_

Signature of the Authorized Signatory:

\_\_\_\_\_

Name of the Authorized Signatory:

\_\_\_\_\_

**Annexure – I**

**Due Diligence Report for MSME Credit Proposals**

**Due Diligence Report Details**

<b>Name of the Entity</b>	
<b>Business Activity</b>	
<b>Operation Status</b>	
<b>Unit Location</b>	
<b>Past Year Turnover</b>	
<b>Bank's Reference No. / Branch Name (Br. Code)</b>	
<b>Origination Date</b>	
<b>Report Date</b>	

## Details of Business Entity

Name of Entity	
Year of Incorporation	
Constitution	
Nature of Business / Activity	
Enterprise Category	
PAN No.	
GSTN (Provide all GSTNs)	
LEI Code	
Udyam Registration No.	
MSME Category (based on UAM)	Micro / Small / Medium
Nature of Activity	
Investment in Plant & Machinery (as per last year audited Balance Sheet)	
Turnover (as per last year audited Balance Sheet)	
Industry	
Head Office / Registered Office	
Branch Offices	
Contact No. (landline & Mobile No.)	
Email Id	
Website	
Project	
Location of Project	
Promoters / Directors Name	
Key regulatory approvals, certifications and membership	
Major Brands	
Name of the Auditor	
Major Existing Bankers	

Total number of employees					
Total income for last / Latest FY	Rs. _____ Lakh (FY _____, Audited)				
Wilful defaulter verification					
External Rating Details					
RBI Defaulters' List Status					
EPF (Employee Provident Fund) Defaulters' List Status					
NCLT (National Company Law Tribunal) Listing Status					
IBBI (Insolvency and Bankruptcy Board of India) Listing Status					
Legal History					
Litigations pending as of 31.03. _____	Sr. No.	Particulars	Nature of Default	No. of Cases	Amount (Rs.)

## Background of Business Entity & Write up on promoters

### Organization & Management

#### Details of key Promoters

Name	Age	Designation	Educational qualification	Total years of experience (with details)	Years of association with company	PAN / DIN	Role & Responsibilities	Wilful defaulter check	Litigations (as on.....)

Comments:

#### Details of key management personnel

Name	Age	Designation	PAN No.	Educational qualification	Total years of experience	Date of Appointment / Years of association with company	Details of the past experience	Responsibilities handled

Comments:

#### Details of the board of directors

Name	Age	Position / Category	Educational qualification	Total years of experience	Date of Appointment / Years of association with company	Details of Past Experience	Other directorships/ Association Chairman/partner

Comments:

### Management & Ownership Structure (Proprietorship/Partnership/LLP/Limited Company)

#### Promoters Stake

Promoters	Shareholding pattern (as on)
<b>Others</b>	
<b>Total</b>	<b>100.00%</b>

**Group Company details**

Parameter	Details
Name of the group company	
Date of incorporation	
Registered office	
Nature of business	
Financial Year	
Total Income	
Net Profit	
Net worth	
Total Debt	

**Comments**

**Organization Structure including Shareholding pattern (preferably in flow chart form)**

**List of Certifications**

Sr. No.	Certificate Name	Certificate Number	Validity Period (From till date)

**Statutory Taxation & Filing Verification Status**

Name	Observation
EPFO	Filing of EPFO observed
GST	Filing of GST observed
MCA	Filing of MCA observed
ITR	Filing of ITR observed

**Defaulters List / Litigations**

Details of Litigation pending against the Company /Firm / its Directors' / Partners' / Proprietor	
Is the Directors / Partners / Proprietor / Senior Executives of the Company / Firm, and/or their relatives are connected with the Bank or any are Directors in any other bank.	Yes / No

## Business Profile

### Operations Details

Parameter	Details
Business Age	
Nature of Business activity	
Industry segment / Business Group	
Products / Services Offered	
Registered office location	
Area of the office	
Ownership of office	
Employees at Location / Across country	
Location advantage	
Marketing Setup	

### Comments:

### Products & Capacities

Type of Goods	Units	Installed Capacity	Current Utilization (%)

### Business Activity Details

Parameter	Details
Key Raw materials	
Level of Raw Material Price fluctuation risk	
Quality Certification	
Level of value addition	

### Sources of Liquid Margin/Own Funds

- a. ....
- b. ....
- c. ....

**Comment on availability of raw material, sources, prices, volatility etc.**

## SUPPLY SIDE ANALYSIS

Average Creditor Days	
Raw Material Availability	
Import as a % of Raw Material Purchase	

### Customers & Supplier Analysis

#### Customer profile

Parameter	Details
Name of the customer	
Country	
Contribution to total Income of Applicant unit	
Comments	
Whether customer is related to this firm?	
Rating	

#### Customer feedback

Parameter	Details
Name of Customer	
Services details	
Contact person	
Contact details	
Feedback	
Special comments	

#### Supplier profile

Name	Country	Rating	% of services offered	Raw Materials Supplied	Relationship Period

### Supplier feedback

Parameter	Details
Name of service providers	
Date of Feedback	
Name of Contact person	
Designation of Contact person	
Contact Number	
Length of Relationship	
Credit Terms	
Delays in payments in the past 6 months	
Dealings with Group Companies	
Dealings with group Companies	
Whether supplier is in relation with the promoter?	
Remark if any	

### Industry Analysis

Parameter	Details
Name of the industry	
Service portfolio	
Overall Industry risk	
Level of competition	

### Industry Write up:

## Site Visit Report

**Location of the project:**

### **Information of operational facilities**

Parameter	Details
Sites visited	
Status of operation	
Area of the unit	
No. of employees at site	
Plant & Machinery	
Ownership of premises	
Other facilities	
Accessibility to transport	

### **Adequacy of Facilities**

Parameter	Details
Availability of land for future expansion	
Site layout	
Adequacy of insurance coverage	
Source of power	
Adequacy of power	
Source of water	
Type of fuel used	
Presence of labour union	
Industrial relations	
Level of work safety	
Adequacy of storage facilities	
Operational status of plant(s)	

**Comment and Attach Photos of Site visit with date**

**Major machineries use by the Company during project**

Sr. No.	Name of machinery	Year of purchase	Value as on date (Rs. in Lakh)

**Interaction with Machinery Supplier**

Name of the Vendor	
Contact person	
Contact details	
Comments/ Remarks	

**Security Verification** (Primary as well as collateral security as per proposal documents) with photographs

## Financial Performance

### Profitability Statement

Period Ends on:	31.03.____	31.03.____	31.03.____
Result Type:			
Auditor Qualification:			
No. of months in current financial year			
Net Sales			
Other Income (related to operations)			
Total Operating Income			
Handling Costs			
Cost of Traded Goods Sale			
Consumable Stores			
Power and Fuel			
Employee Costs			
Other Expenses			
Selling Expenses			
Other related Expenses			
Cost of Sales			
PBILDT			
Depreciation			
PBIT			
Interest and Finance Charges			
Operating Profit Before Tax (OPBT)			
Operating Profit After Tax (OPAT)			
Non-Operating Income / (Expense)			
Profit Before Tax (PBT)			
Cash Adjustments			
Adjusted Profit Before Tax (APBT)			
Tax			
Provision for Deferred Tax			
Adjusted Profit After Tax (APAT)			
Gross Cash Accruals			

### Cost Structure (Comments)

**Balance Sheet: Assets**

Period Ends on:	31.03.____	31.03.____	31.03.____
Result Type:			
<b>SUMMARY: ASSETS</b>			
Gross Block			
Accumulated Depreciation			
Net Block			
Capital Work in Progress			
<b>NET FIXED ASSETS</b>			
Investments in Affiliate Companies			
Marketable Securities			
<b>TOTAL INVESTMENTS:</b> net of provision			
Receivables : More than 6 months			
Receivables : Less than 6 months			
Less: Provision for doubtful debts			
Bills Receivable			
<b>TOTAL RECEIVABLES</b>			
Loans & Advances to Subsidiaries			
Loans & Advances to Affiliate Companies			
Loans; Advances; current assets related to operations			
Cash and Bank Balances			
Total Inventories Non-operational Assets			
Loans; Advances; current assets not related to operations			
Advance Tax Paid			
<b>TOTAL OTHER ASSETS</b>			
<b>TOTAL CURRENT ASSETS</b> related to operations			
<b>TOTAL ASSETS</b>			

## Balance Sheet: Liabilities

Period Ends on:	31.03.____	31.03.____	31.03.____
Result Type:			
<b>SUMARY: LIABILITIES</b>			
Total Paid Up Equity Share Capital			
Share Application Money pending allotment			
Quasi Equity :FCD; CCPS etc.			
<b>GROSS RESERVES</b>			
Intangible Assets			
Miscellaneous expenses not written off			
Debit Balance in Profit and loss Account			
<b>NET RESERVES</b>			
<b>TANGIBLE NET WORTH</b>			
Deferred Payment Credit			
Rupee Term Loans			
<b>TOTAL LONG TERM DEBT</b>			
Current Portion of Long Term Debt and Fixed Deposits			
<b>NET LONG TERM DEBT</b>			
Current Portion of Long Term Debt and Fixed Deposits			
Working capital Bank Borrowings			
Intercorporate Borrowings: excluding from affiliates; subsidiaries			
Loans & Advances from Subsidiaries			
Loans & Advances from promoters; other affiliated cos.			
Other Short Term Loans & Advances			
New Short Term Loans			
<b>TOTAL SHORT TERM DEBT</b>			
Creditors for goods			
Creditors for Expenses			
Other Current Liabilities :related to ops.			
Current Liabilities :not related to operations			
<b>TOTAL OTHER LIABILITIES</b>			
Provision for Dividend			
Provision for Taxes			
Other Provisions ; regular			
Total Provisions			

Total Current Liabilities and Provisions; related to operations			
<b>TOTAL OUTSIDE LIABILITIES</b>			
<b>TOTAL LIABILITIES</b>			

### Liquidity Analysis

Particulars	31.03.____	31.03.____
Current Ratio		
Working Capital Turnover Ratio		
Average Collection Period (days)		
Average Creditors Period (days)		
Working Capital Cycle (days)		

Comments on each parameter:

Financial Flexibility:

### Capital Structure Ratio

Particulars	31.03.____	31.03.____
Debt Equity Ratio		
Overall Gearing Ratio (Including Acceptances / Creditors on LC)		
Overall Gearing Ratio (Excluding Acceptances / Creditors on LC)		
Adjusted Overall Gearing		
Average Cost of Borrowings		
Total Outside Liabilities to Networth		

Comments:

### Summary of Ratios

Period Ends on:	31.03.____	31.03.____	31.03.____
Result Type:			
<b>KEY FINANCIAL RATIOS</b>			
Growth Ratios (%)			
Growth in Net sales			
Growth in Total Operating Income			
Growth in PBILDT			
Growth in APAT			
Profitability Ratios (%)			

Gross Margin			
PBILDT Margin			
PBIT Margin			
OPBT Margin			
OPAT Margin			
APAT Margin			
Operating ROCE			
ROCE (Total)			
RONW			
Average Cost of Borrowings			
Turnover Ratios			
Operating Capital Turnover Ratio			
Fixed Assets Turnover Ratio			
Working Capital Turnover Ratio			
Average Collection Period (days)			
Average Creditors Period (days)			
Working Capital Cycle (days)			
Solvency Ratios			
Debt Equity Ratio			
Overall Gearing Ratio (Including Acceptances / Creditors on LC)			
Adjusted Debt Equity Ratio			
Adjusted Overall Gearing			
Term Debt (including CPLTD) / Gross Cash Accruals			
Total Debt / Gross Cash Accruals			
Interest Coverage (PBILDT / Interest)			
PBIT / Interest			
Adjusted Interest Coverage			

**Bankers & Auditors due Diligence:**

**Existing Banking Details:**

Name of the Bank & Branch				
Name of the banker				
Contact details				
Nature of Facility	Name of Bank	Facility Type	Amount	

**Remarks:**

**Banker's Feedback**

Contact Number	
Year of Association	
Cheque Bounces	
Overdrawn	
Satisfaction Level	
Other Comments	

**Auditor's Interaction**

Name of the Audit firm	
Name of the Auditor	
Contact details	
Feedback	
Contingent liabilities	
Comments/ Remarks	

**Market Feedback**

<b>Customer Feedback</b>	
Name	
Date of Feedback	
Name of contact person	
Designation of Contact Person	
Contact Number	
Length of Relationship	
Quality of Products / Services received from the Applicant Unit	
Delivery delays in the past 6 months	
Past payment record	
Overall rating provided to the applicant unit	

**Potentially Related Company based on Common Directorship**

Sr. No.	Company Name	Common Directors	Additional Observation

## Compliance Check

<b>Category</b>	<b>Risk Flag</b>	<b>Remarks</b>
RBI Defaulter's List		
NCLT Checks		
Litigation Checks (High Court & Supreme Court)		
SEBI Un-Served Summons / Notices		
SEBI Consent Application Rejections		
SEBI Court Orders		
NSE Defaulters / Expelled Members		
BSE Defaulters / Expelled Members		
Financial Intelligence Unit		
Serious Fraud Investigation Office		

## DUE DILIGENCE – POST SANCTION REPORT

Assets Created out of MSME Loan (To be submitted by Third Party Agency)

### A. General Information

Particulars	Details
Name of Borrower / MSME Unit	
Constitution of Entity	
Address of Unit	
Bank & Branch	
Loan Account No(s).	
Sanction Date	
Facility Type	
Sanctioned Amount (₹)	
Purpose of Loan	
Date of Due Diligence Visit	
Due Diligence Agency Name	
Visiting Official(s)	

### B. Scope of Due Diligence

Area Covered	Yes / No	Remarks
Physical verification of assets		
Verification of asset ownership		
Verification of end-use of funds		
Verification of location & usage		

### C. Asset-wise Verification

Sl. No.	Asset Description	Invoice No & Date	Supplier	Value (₹)	Identified	Location	Condition
1							
2							

### D. Ownership & Documentation Verification

Particulars	Verified	Remarks
Asset purchased in borrower name		
Original invoices available		
GST compliance		
Serial numbers matched		

### E. End-Use Verification

Particulars	Observation
Loan used for sanctioned purpose	
Diversion / misuse observed	
Mode of payment verified	

### F. Debtors and Creditors Verification

Name of the Debtors	Details
1.	
2.	
Name of the Creditors	Details
1.	
2.	

### G. Insurance & Charge Verification

Particulars	Status	Remarks
Asset insured		
Policy number & validity		
Bank clause included		
Hypothecation noted		

### H. Asset Location & Control

Particulars	Observation
Asset at declared business premises	
Asset under borrower control	
Risk of removal	

### I. Photographic & Physical Evidence

Evidence Type	Collected (Yes/No)
Photograph of asset	
Photograph with borrower	
Serial number photograph	

### J. Adverse Observations (if any)

Area	Observation
Asset not traceable	
Under-utilisation	
Third-party usage	

### K. Overall Assessment

Particulars	Remarks
Assets confirmed as created	
End-use compliance	
Risk level	
Overall assessment	

### L. Declaration by Due Diligence Agency

Name of Representative	
Designation	
Signature & Date	
Seal of Agency	