



भारत सरकार का उपक्रम

A Government of India Undertaking



# UNION BANK OF INDIA

REQUEST FOR PROPOSAL (RFP)

FOR

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

OF

COMPUTER HARDWARE & PERIPHERALS

AT

BRANCHES/OFFICES UNDER BHOPAL CENTRAL  
REGION INCLUDING SERVICES OF TWO RESIDENT  
SERVICE ENGINEER AT BANK'S PREMISES

ROB:RCC: 4047:2022

May 13<sup>th</sup> 2022

## Disclaimer

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

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

**Schedule of Events & Bid Details****RFP No: ROB:RCC:4047:2022**

<b>Date of issue of RFP/ Download Start Date &amp; Time</b>	<b>17<sup>th</sup> May 2022 at 10:00 AM</b>
<b>End date and time of RFP Download</b>	<b>7th June 2022 upto 3:00PM</b>
<b>Last date and time for Submission of Bid</b>	<b>7th June 2022, upto 3:00PM</b>
<b>Date and Time of Technical Bid Opening</b>	<b>7th June 2022, at 4:00PM</b>
<b>Place of opening of Bids</b>	Union Bank of India, Regional Office, Bhopal Central 1513/1/1, 1 <sup>st</sup> Floor, Union Bank Bhawan Arera Hills, Bhopal-462011
<b>Address for communication</b>	Union Bank of India, Regional Office, Bhopal Central 1513/1/1, 1 <sup>st</sup> Floor, Union Bank Bhawan Arera Hills, Bhopal-462011
<b>Contact Numbers</b>	0755-2570056
<b>Security Deposit/EMD (Refundable)</b>	Rs.50,000/- (Rupees Fifty Thousand only) in the form of Pay Order or Demand Draft in favor of Union Bank of India, payable at Bhopal. EMD should be enclosed in Technical Bid. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank valid for Six months.
<b>RFP Document Fee (Non-Refundable)</b>	Rs. 500/- Demand Draft/Pay Order favoring Union Bank of India payable at Bhopal Central
<b>Contact for Bidders</b>	Interested Bidders are requested to send the email to <a href="mailto:rcc.bhopal@unionbankofindia.bank">rcc.bhopal@unionbankofindia.bank</a> Containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No., email address, Mobile No. etc.

**Note:** Any bid received after target date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this.

## **INSTRUCTIONS TO BIDDER**

### **1. INTRODUCTION**

Union Bank of India, a Public Sector Bank having its Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai and Regional office at Union Bank of India, Regional Office, Bhopal Central 1513/1/1, 1<sup>st</sup> Floor, Union Bank Bhawan Arera Hills, Bhopal-462011. Bhopal Central region has 62 branches/Offices spread across 4 districts i.e. Bhopal, Sehore, Dewas and Rajgarh in Madhya Pradesh.

### **2. OBJECTIVE**

**2.1.** Union Bank of India, Regional Office Bhopal Central (herein called as “Bank”) invites offer from experienced and eligible entities (herein referred to as “Bidder” or “Vendor”) to provide Comprehensive Annual Maintenance Services for Computer & peripherals (i.e. Laser Jet Printers, Passbook Printers, Statement Printers, Scanners flatbed and Fast Scanner) installed at various branches / offices under Bhopal Central Region including services of resident services engineer at Bank’s premise for the period of 1 year. The Commercial bid should be inclusive of services of two resident service Engineer at our premises who will remain on call during working hours on all working days at our premises and a suitable replacement during his absence. No additional charges will be paid towards the above services.

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

**2.3.** Bank will not accept any deviations from the terms and conditions specified in the tender. Deviations could result in disqualification of the offer made by the Bidder at the discretion of the Bank.

### **3. INVITATION OF TENDER BIDS**

**3.1.** Union Bank invites tenders comprising of Eligibility, Technical and Commercial bid from experienced Bidders having proven capabilities in providing Comprehensive Annual Maintenance Services of Computer Hardware & peripherals. The selected Bidder is required to adhere to the terms of this RFP document and any deviation to the same shall not be acceptable to Bank. Only those Bidders, who satisfy the eligibility criteria mentioned in this RFP document need to respond.

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

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

**3.4.** Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No Bidder shall be allowed to withdraw the bid.

#### 4. **ELIGIBILITY CRITERIA:**

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the Bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

- 4.1.** The eligible Bidder should have service centers with qualified engineers in the 4 districts i.e. Bhopal , Sehore, Dewas and Rajgarh across Madhya Pradesh.
- 4.2.** Bidder should be a government organization/ Public Sector Undertakings (PSU) or a registered/incorporated company in India under the Companies Act 1956 /2013 and having business in India during last 5 years.
- 4.3.** The Bidder must have minimum annual turnover of Rs. 25lakh in each year of previous consecutive three financial years (2018-19, 2019-20 and 2020-21) from Indian operations. In case the audited financials for the year 2020-21 is not available, CA Certificate should be submitted. This amount is applicable for individual companies. Joint venture projects will not be considered for evaluation of technical bids.
- 4.4.** Bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in each of the last three financial years, (2018-19, 2019-20, and 2020-21). In case the audited financials for the year 2020-21 is not available, CA Certificate should be submitted.
- 4.5.** The Bidder should have executed minimum three projects of undertaking AMC in PSU Banks / Financial Institutions handling over 500 Computers and Peripherals (i.e. Laser Jet Printers, Passbook Printers, Statement Printers, Scanners flatbed and Fast Scanner) in last 3 financial years i.e. 2018-19, 2019-20, and 2020-2021. **(Bidder needs to submit certificate from client organization or copy of purchase orders).**
- 4.6.** Bidder must be ISO 9001:2015 and ISO 20000 certified. **(Attach valid certificate copy as proof).**
- 4.7.** The Bidder should have GST registration certificate, ITR and computation of the last three financial years, (2018-19, 2019-20, and 2020-21).
- 4.8.** Bidder should have not been blacklisted at any time by the Central /any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered. An undertaking to this effect must be submitted in their letter head as per [Annexure L](#).
- 4.9.** The companies or firms, bidding for the above tender, shall not be owned or controlled by any director or officer/employee of the bank or the irrelative having the same meaning as assigned under section 6 of the Companies Act 1956. **(A certificate denying the ownership of Agency/Firm/Manufacturer/ Dealer by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 issued by the CEO or Director of the Firm to be submitted along with the tender).**

**Note:** Bank reserves the right to verify/evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

#### 5. **SCOPE OF WORK:**

The Objective of this RFP is to enter into rate contract with bidder for Comprehensive On-site Annual Maintenance of Computer Hardware items listed in this RFP. This rate contract will be applicable for all the offices of bank under Regional Office, Bhopal Central.

**5.1.** The Rate Contract would be for Annual Maintenance of following hardware items:

- 5.1.1. Desktop with TFT monitor
- 5.1.2. All-In-One Desktops
- 5.1.3. Laptop
- 5.1.4. Fast Dot Matrix Printer (FDMP)
- 5.1.5. Dot Matrix Printer (DMP)
- 5.1.6. Passbook Printer
- 5.1.7. LaserJet Printer
- 5.1.8. Flat Scanner
- 5.1.9. Fast Scanner

**5.2.** The vendor will provide Two Resident Engineer (RE) for Regional Office Bhopal Central (for all banks' working days) for handling all complaints received from Branches/Offices on behalf of vendor. The engineer should be well qualified and have experience for handling issues related to banking environment. RE will attend complaints from RO and will be allowed to attend on site complaints only if required on urgent basis.

**5.3.** The vendor will provide maintenance service in response to mail, telephone by any Union Bank branch. The bidder will provide escalation matrix for the same.

**5.4.** The vendor will align a qualified field engineers (FE) to correct any faults and failures in the hardware and will arrange repair and replace any defective parts of the hardware during bank's normal local working hours. In cases, where any part of the hardware need replacement, the bidder will replace such parts, at no extra cost to bank, with brand new parts or those equivalent to new parts in performance. If any of the peripherals, components like hard disk etc. is not available or difficult to procure, is causing delay in replacement, a standby hardware of equivalent capacity or higher capacity at no additional charges will be provided to bank branch.

**5.5.** The following activity also to be completed by the FE while formatting of the Desktops due to any reason (including but not limited to- malfunctioning; virus infected PC; slowness etc) and repairing of other hardware like Scanners/ Printers etc in the Branches/ Offices:-

- 5.5.1. Installation of MS Office (Wherever required).
- 5.5.2. Installation of McAfee Antivirus, Forescout Secure connector agent with all OS related patches/ service packs.
- 5.5.3. Installation of Omni scan (DMS scanning utility), Unicode Hindi fonts, eKYC, CKYC, and other utilities.
- 5.5.4. Making necessary configuration required for working of Finacle.
- 5.5.5. Joining with Bank's Active Directory (Domain) and PC naming.
- 5.5.6. Installation of peripherals (like Printers, Scanners, Biometric Device etc) attached to PC.
- 5.5.7. Installation/ sharing of printers/scanners repaired. Also, necessary printer settings/configurations to be done as per bank's requirements. Bank will provide the relevant software and required configuration of the software to RE. Any site engineer should contact with RE for further support.

**5.6.** Installation/reinstallation of Operating System after formatting of the Desktops/Laptop due to any reason whatsoever during AMC period shall be done by FE without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is FE's

responsibility. After Installation or reinstallation bidder has to complete the activity and /or install the software mentioned in point no. 5.5.

**5.7.** The vendor will ensure that the floppies/CDs/DVDs/Pen Drives used by its field engineers during repairs/ maintenance will be free of any virus. In case it is conclusively proved that the machine has been infected with a virus from the engineer's hard disk/Pen Drive, the expenses incurred by the Bank for recreating the data will be recovered from the bidder.

**5.8.** All the items (Hardware & Software) would be covered under comprehensive AMC except consumables/burn cases. All other hardware replacement should be done without any extra cost to bank. The list of hardware branch wise will be provided to successful bidder. If there is any gap between Bank's requirement and AMC hardware then it will be the responsibility of bidder to fill up the gap. Consumable items are as under:

- a) Laptop - batteries & adapter will come under consumable item.
- b) Printer - Ribbon, Cartridge

**5.9.** All consumable items may be replaced at market price only with no extra service cost to bank and such market price shall be applicable till the tender is enforced i.e. from the date of acceptance of market price till the end of tender.

**5.10.** The vendor will accomplish preventive and breakdown maintenance activities to ensure that the hardware equipment execute without defect or interruption of operation and give at least 95% uptime on quarterly basis. If the service support is not up to the expectations of the Bank, Bank may at its own discretion reject the proposal in total, without assigning any reason. Bank may permit the downtime of hardware items as described below:

S. No	Location	Timings	Penalty for PCs/Laptops per day (Rs.)	Penalty for Printers/ Scanners per day (Rs.)
1	Metro	Within 24 hours of intimation of issue	100	50
2	Urban	Next business Day	100	50
3	Rural	Next business Day	100	50

All software calls should be attended on the same day on intimation of issue. In case the original bank hardware is replaced with a standby, the temporary substitute machine will be replaced with the original machine duly repaired within 3 days failing which the above damages will be incurred for the number days exceeding 3 days.

**5.11.** The vendor will have to ensure upgradation of System software, on the hardware covered under this agreement, without any extra cost to bank. The upgradation may include but is not limited to below activities:

- 5.11.1. Upgradation of Windows OS
- 5.11.2. Installation of Microsoft patches/ updates
- 5.11.3. Updation/ Installation of new bank software or application in branch/offices.

**5.12.** Preventive Maintenance: The vendor will conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all the diagnostics, cleaning and



removal of dust from the exterior and interior of the hardware, and necessary repairing of) once within a quarter. If in any quarter, the vendor doesn't fulfil the provision of preventive maintenance, the proportionate charges for that quarter will not be considered payable by the bank.

**5.13.** Shifting of hardware to another site: In case of shifting of entire branch/office from existing premise to another, shifting will be responsibility of the bank. However, the deinstallation/installation of equipment/hardware under AMC will be done by vendor in old and new premises respectively, at no extra cost to bank.

**5.14.** The vendor (via RE) will maintain at bank's site, a machine wise written maintenance and repair log and record therein each incident of hardware/software malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on hardware together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. Bank will use the same log for recording the nature of faults and failures observed in the hardware, the date and time of their occurrence and downtime.

**5.15.** Due to ongoing amalgamation and based on business requirement in future, Bank may close any of the branch/offices, therefore Hardware at those locations may be utilized at other offices by giving one month notice period and will be included in AMC through different location.

## **6. MAINTENANCE SERVICE:**

**6.1.** All field team visiting our offices should be employees of the company. The staff strength with engineer details and posted locations are to be mentioned in your response to our RFP.

**6.2.** All repair and maintenance services described herein shall be performed by qualified maintenance engineers who are completely familiar with the equipment which they are dealing with. They will be competent enough to install or rectify all equipment under their AMC service to the satisfaction of the bank. They may be guided by the RE for any technical assistance.

**6.3.** RE must ensure that bank's systems are being installed by the field team as per the guidelines issued by the bank. Any lapse or deviation in this regard will be treated as non-attendance of complaint and penalty will be levied until it is rectified.

**6.4.** Field team or any service team will not unnecessarily contact our office to raise queries on service matters. Maximum concerns should be dealt by the RE or competent alternative in the vendor company. However, the RE may contact us for guidance on any matter which is not yet clarified. In case of absence of RE, alternate engineer having adequate knowledge about handling issues related to banking environment should be available at Regional Office.

**6.5.** For OS related issues in which formatting of hard disk is necessary, data backup should be done in advance and need to be restored as per satisfaction of the computer user after formatting. All peripheral equipment should be re-connected, tested and shared after installing the OS. All necessary software of the banks should be installed. AV installation and AD joining or any other requirement as per branch.

**6.6.** During installation or repair of computers under AMC, all connected peripherals such as printers, scanners and Biometric Devices should be installed even if the said equipment doesn't come under AMC. Installed printers should be shared on the network computers. However, peripherals which are both in inoperable condition and not under AMC may be excluded.



- 6.7.** Repair work for any faulty equipment will be carried out at onsite basis. If such repair is unsuccessful, vendor may take the equipment to their nearest service center to perform the repairs. However, in such cases, standby equipment of equal specification should be provided by the vendor and made working so that bank work may not be affected due to the down time.
- 6.8.** RE will maintain details of all open/closed cases and produce the status as and when required by bank. They should make sure that any pending down calls is closed only after the required maintenance activities are fully completed.
- 6.9.** Any complaints which found to be closed without bank's confirmation will be treated as pending since the original date of lodging the complaint and penalty will be imposed.

## **7. Escalation Details and Changes**

- 7.1.** Escalation Matrix of company should be shared to the bank for escalating service related concerns. This should include district level and state level officials.
- 7.2.** The vendor shall promptly inform any changes in key persons of escalation, contact details or any other changes related to the company to the bank.
- 7.3.** It will be the sole responsibility of the company to ensure that no activity pertaining to service support is hindered by the absence of any official. Company may ensure this by appointing sufficient alternate personnel at each level of escalation and informing us.

## **8. Software Support**

- 8.1.** The vendor has to procure all the required drivers and firmware for the mentioned hardware assets.
- 8.2.** OS Media for Windows installation should be provided by the vendor if not present with branch. Vendor should ensure that all new Windows installations are properly activated by suitable means as internet access is not available in any of our locations. Installation will be treated as incomplete if Windows is seen as not activated.
- 8.3.** Installation of application software, admin passwords, naming convention of computers, configuring network, adding to domain, installation of antivirus and updating the same should be done under the supervision of RE.
- 8.4.** Vendor should ensure that sufficient copies of latest bank software are made available to the service engineers when they visit our branches for any service activity.

## **9. Quarterly Preventive Maintenance**

Preventive Maintenance (PM) should be done for all the assets, covered in this AMC contract once in every quarter. Service personnel should visit the branches with a minimum gap of 75 days between each visit during branch working hours in addition to fault-repair calls. Such visits shall be free of cost during AMC. Fault repair calls will not be treated as PM visit.

- 9.1.** PM activity shall cover dusting, cleaning and testing all items under AMC. All equipment should be serviced using appropriate method for failure free operation. Sufficient spares such as power/VGA cables, optical mouse, USB keyboard, SMPS, etc. shall be carried by service personnel to provide immediate replacement for faulty items.
- 9.2.** Complaints should be attended of all hardware items, under AMC, which are found to be not in working condition during PM visit without need for any call to be raised from the bank's end.
- 9.3.** Latest copy of Bank Software should be copied to all computers in any one drive except C drive under the folder name "Bank Software". All computers should be updated with latest available Antivirus definitions and OS patches which is provided in Bank Software.

**9.4.** Preventive Maintenance certificate in the prescribed format to be duly filled with all details and handed over to the branch after PM activity. Consolidated copies of Quarterly PM reports duly attested by Branch Manager for all sites should be submitted by the vendor to bank.

**9.5.** During periodic PM visits, all computers should be updated with latest available Antivirus patches and OS patches provided by bank and cleaned to avoid Heating/Fan/SMPS issues. Also, latest copy of Bank Software to be dumped in every computer as mentioned.

#### **10. LOCATION COVERED:**

Branches under Bhopal Central Region are presently located in following Districts.

No.	Location	Branches
1	Bhopal	43
2	Dewas	7
3	Rajgarh	2
4	Sehore	6

The Bidder has to submit the Contact Details, Qualification and experience of the engineers available in these Districts.

#### **11. INSTRUCTIONS FOR BID SUBMISSION**

##### **11.1. BID SECURITY/ EMD**

11.1.1. The Bidder should deposit bid security of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of a demand draft favoring Union Bank of India, payable at Bhopal Central or Bank Guarantee from Scheduled Commercial Bank other than Union Bank of India, Bank Guarantee should be valid for minimum 6 months and with claim period of 45 days.

11.1.2. EMD should be deposited in the name of Regional Office Bhopal Central at the address mentioned in place of opening of bids. IFSC Code for verification of EMD is UBIN0554693 and Branch Name is Regional Office, Bhopal Central.

11.1.3. In case of Bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. Other terms & conditions relating to Bid security is as under:

1. No interest will be payable on the Bid Security amount.

2. Bid Security of unsuccessful Bidders will be refunded to the Bidders after completion of the bid process.

3. Bid security of successful Bidder will be released after submission of Performance Bank Guarantee for equivalent amount valid for rate contract period.

11.1.4. Bid Security will be forfeited in the following cases:

1. If a Bidder withdraws its bid during the period of bid validity.
2. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
3. In case of a successful Bidder, if the Bidder fails:  
To execute Contract within the stipulated time: or  
To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

The successful Bidders Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per the format mentioned in Annexure-N, Performance Bank Guarantee.

#### **11.2. PERFORMANCE BANK GUARANTEE**

The successful Bidder shall provide a Performance Bank Guarantee for 3% of contract value valid for 1 years within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure-N to the equivalent value of EMD for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled Commercial Bank only, other than Union Bank of India.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful Bidder. 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 Bidder should be included in the remaining amount of the contract value.

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

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

#### **11.3. LANGUAGE OF BID**

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

#### **11.4. PERIOD OF VALIDITY OF BID**

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

#### **11.5. AMENDMENT OF BIDDING DOCUMENT**

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

**11.6. AUTHORIZATION TO BID**

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

1. All pages of the bid should be initialed by the person or persons signing the bid.
2. Bid form as per [Annexure-B](#) should be signed in full & official seal affixed.
3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
5. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

**11.7. TWO PART BID**

The Bid should be submitted at the **Regional Head, Union Bank Regional office Bhopal Central at Union Bank Bhawan 1513/1/1, First floor, Arera Hills, Bhopal-462011** by the Bidder. It should comprise the following components:

1. Technical bid - Part I: "Technical Bid for Procurement of Comprehensive Annual Maintenance Services of Computer Hardware & peripherals at Branches/Offices under Bhopal Central Region including services of resident engineers at Bank's premise".
2. Commercial bid - Part II: "Commercial Bid for Procurement of Comprehensive Annual Maintenance Services of Computer Hardware & peripherals at Branches/Offices under Bhopal Central Region including services of resident engineers at Bank's premise".
3. Any bid document not conforming to any one of the above terms will be rejected.
4. In the first stage, Technical Bid will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for commercial evaluation. Under the second stage, the Commercial Bid of only those Bidders, whose technical bids are qualified, will be opened for finalization of L1 Bidder

**11.8 TECHNICAL BID**

- 11.8.1 The Technical Bid - Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- 11.8.2 The Technical Bid - Part I must be submitted at Union Bank Regional office at Union Bank of India, Regional Office Bhopal Central, Union Bank Bhawan 1513/1/1, 1st floor, Arera Hills Bhopal -462011.
- 11.8.3 The following Original document is to be submitted in physical form, to the Bank on or before last date & time of bid submission:

1. Bid security of Rs.50,000/- (Rupees Fifty thousand Only) in the form of a demand draft issued by a scheduled commercial bank favouring Union Bank of India, payable at Bhopal Central or Bank Guarantee from scheduled commercial Bank other than Union Bank of India as per [Annexure J](#)

In case of Bidders registered with NSIC/MSME, who are eligible for waiver of EMD, they need to provide valid NSIC/MSME Certificate Clearly mentioning that they are registered with NSIC under single point registration scheme.

2. [Annexure A](#) - Letter of Acceptance
3. [Annexure B](#)-Bid Form
4. [Annexure C](#)-Bidder's Profile Format
5. [Annexure D](#) - Eligibility Criteria

6. Annexure E - Compliance to RFP terms & conditions
  7. Annexure F - Reference Site Details
  8. Annexure G - Un-priced Commercial Bid
  9. Annexure K - Confidentiality / Non Disclosure Agreement
  10. Annexure L - Undertaking By Bidder
  11. Annexure M - Know Your Employee (KYE)
  12. Signed & Sealed copy of all the pages in RFP and corrigendum if any is to be submitted along with the technical bid.
  13. Photocopies of relevant documents / certificates as proof in support of various information is to be submitted in aforesaid annexure and other claims made by the Bidder.
- 11.8.4 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
  - 11.8.5 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a Bidder.
  - 11.8.6 The Bank reserves the right to disqualify the Bidder/(s) if Bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. supply Installation, Implementation etc.
  - 11.8.7 The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website ([www.unionbankofindia.co.in](http://www.unionbankofindia.co.in)) and will be binding on all Bidders and no separate communication will be issued. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the Bidder shall be entertained.

#### 11.9 COMMERCIAL OFFER

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

1. The Commercial Offer should be submitted at Regional Head, Regional office Bhopal Central at Union Bank Bhawan, 1513/1/1, First floor, Arera Hills, Bhopal -462011 as per [Annexure H](#). This must contain all price information.
2. The Commercial Offer (CO) will give all relevant price information and will quote prices only in percentage of Hardware cost per unit as mentioned in point no 5. The CO should not contradict the TO in any manner. This must contain all price information.
3. Procedure for Quoting Rates: The vendor must quote his rates as a percentage of hardware purchase price ONLY on the enclosed Annexure H. Special care is to be taken to write the rates in figures. Erasures and alterations must be avoided, but if errors are made unavoidably while pricing in Annexure H, the wrong figures and words must be struck out under the initials of the vendor and the correct figures neatly rewritten but not overwritten.
4. **OVERWRITING IS NOT PERMITTED** and may entail rejection of the quotation.  
Rates in figures and words: In the case of figures, the symbol "--" should precede the quotes and "%" should immediately succeed, e.g. "--6.99%" In the case of words the word "Only" should similarly precede and the word "percent" should be written at the end with "point" denoting the decimal e.g. Only Six point nine nine percent. It should necessarily be up to two decimal places.
5. Errors: Errors in Annexure H will be dealt with in the following manner:
  - (i) In the event of discrepancy between the rates quoted in words and the rates in figures, the former shall prevail.

Note: - Bank reserves the right to set the minimum benchmark before opening the commercial offers. Vendors can quote up to maximum 8.00 % (Eight Percent) of individual hardware cost provided in this RFP.

Bank reserves the right to reject offers quoted below minimum benchmark and above maximum benchmark.

Bank reserves the right to accept lowest one quote above or equal the minimum benchmark for deciding the L1 AMC vendor.

For an example if bank decides minimum benchmark 4.00 %(Four percent) and Vendor A quotes 4.85% and Vendor B quotes 4.05% and vendor C quotes 3.99% then lowest one quote on equal or above to minimum benchmark will be consider for L1, so vendor B will be selected L1 vendor for providing AMC Service.

Sr.	(a)Item Description	(b) Hardware Cost / Unit (Average as per bank's last procurement) In Rs.
1.	Desktops (Any Make and Model)	21,250.00
2.	All in One (Any Make and Model)	35,000.00
3.	Passbook Printers (Any Make and Model)	13,750.00
4.	Laser-Jet Printers (Any Make and Model)	15,000.00
5.	Dot Matrix Printer (Any Make and Model)	25,000.00
6.	Fast Dot Matrix Printers (Any Make and Model)	28,750.00
7.	Fast Scanners (Any Make and Model)	14,900.00
8.	Flatbed Scanners (Any Make and Model)	3,750.00

- The bidders should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

#### 11.10 RFP CLARIFICATIONS

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to [rcc.bhopal@unionbankofindia.bank](mailto:rcc.bhopal@unionbankofindia.bank) with subject "RFP Clarifications - Comprehensive Annual Maintenance Services of Computer Hardware & peripherals at Branches/Offices under Bhopal Central Region including services of resident engineer at Bank's premise" as per the date given in the schedule of events of this RFP document.

- The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit our Banks website for clarifications and other communications.
- Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of a Corrigendum on Bank's website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or Government portal [www.eprocure.gov.in](http://www.eprocure.gov.in).



#### **11.11 TECHNICAL BID EVALUATION**

1. During the period of evaluation, Bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the Bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the Bidder is different from the specifications sought in our RFP, the Bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
2. Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.
3. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the Bidder, asking them to respond by a specified date also mentioning therein that, if the Bidder does not respond by the specified date, their bid will be liable to be rejected.

#### **11.12 COMMERCIAL EVALUATION PROCESS**

- a. Commercial bids of only technically qualified short-listed Bidders will be opened for finalization of L1 Bidder.
- b. The final decision on the Bidder will be taken by Union Bank of India. Union Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any Bidder in the final short-list.
- c. The Bank shall follow all the guidelines/notifications for public procurement.

#### **11.13 AWARD OF CONTRACT**

1. On completion of evaluation of commercial bids, Bank will determine the L1 Bidder and contract will be awarded to the L1 Bidder.
2. However, the Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

#### **11.14 PRICE COMPOSITION**

1. AMC will be valid for one year starting from the date of acceptance of first purchase order by Bidder and Purchase order will be placed based on Bank's actual requirement during the AMC period.



2. AMC base cost prices for each components viz. Computer, Printer and Scanner as per Bill of material including all charges but excluding GST (CGST/SGST/IGST), which will be paid at actual.
3. TCO (Total Cost of Ownership) is for one year. The price quoted should be inclusive of Cost of delivery of equipment's, installation and service rendered as per Bill of Material for Bank's requirement but excluding GST (CGST/SGST/IGST), which will be paid at actual.
4. Bank will not pay any Labour charges, transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO for replacement/Installation of computer hardware and peripherals.
5. The commercial bid should be quoted as per the commercial bid form attached to this RFP.
6. Bidder must show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.
7. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

#### **11.15 REJECTION OF BID**

The Bid is liable to be rejected if:

1. The document does not bear signature of authorized person in each page and duly stamped.
2. It is received after expiry of the due date and time stipulated for Bid submission.
3. It is Incomplete including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
4. It is evasive or contains incorrect information
5. Any form of canvassing / lobbying / influence/ query regarding short listing, status etc. is made.
6. It does not comply with all the points mentioned in the scope of work. Noncompliance of any RFP clause will lead to rejection of the bid.
7. Non submission of bid security/EMD signed by authorized signatory in physical form.

#### **11.16 MODIFICATION AND WITHDRAWALS OF BID**

No bid can be modified by the Bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by Bidders, the EMD will not be refunded by the Bank.

### **12 RFP RESPONSE**

- 12.1 If the response to this RFP does not include the information required or is incomplete the response to the RFP is liable to be rejected.
- 12.2 All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis

for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

- 12.3 Bid properly documented should be submitted at **Regional Head, Union Regional office at Union Bank of India, Union Bank of India Regional Office Bhopal Central, Union Bank Bhawan 1513/1/1, First floor, Arera Hills, Bhopal-462011** at stipulated date & time mentioned in the RFP.

### **13 SERVICE LEVEL AGREEMENT AND PENALTIES**

- 13.1 The Bidder will take total responsibility for the fault free operation of computer hardware and peripherals maintenance during the AMC period of 1 year. The successful Bidder should sign Service Level Agreement (SLA) with our office (Union Bank Of India, Regional Office Bhopal Central) for “Comprehensive Annual Maintenance Services of Computer Hardware & peripherals at Branches/Offices under Bhopal Central Region including services of two resident engineers at Bank’s premises”.
- 13.2 If the service support is not up to the expectations of the Bank, Bank may at its own discretion reject the proposal in total, without assigning any reason.
- 13.3 The Bidder shall have to enter into an agreement with Bank covering all terms and conditions of this tender.
- 13.4 Bidder must deploy engineers within 24 hours for in station branches and 48 hours for outstation branches whenever call is raised by Bank for services mentioned in the RFP Scope. For any delay in deploying of the engineers beyond mentioned SLA, Bank will charge penalty of Rs.100/- per day for computers/ AIO and Rs.50/- per day for printers /scanners and other hardware.
- 13.5 In case Bidder fails to meet the above standards of maintenance, Bidder shall be liable for liquidated damages of Rs. 200/ per day of down time per machine. The temporary substitute, machine/ equipment shall be replaced with the original machine/ equipment duly repaired within a week’s time failing which the above damages will be incurred for the number days exceeding one week.
- 13.6 Penalties, if any, shall be calculated jobwise and recovered from the charges of that job order.
- 13.7 Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the Bidder should raise the invoice deducting the penalty amount.
- 13.8 After deducting pro-rata charge for absence of Resident Engineer, additional penalty of 100/- Per absent recourse per day will be deducted. In case bidder provides alternate adequately qualified resource for absent resource, no penalty shall be deducted.
- 13.9 Part of day will be considered as full day.
- 13.10 The penalty is capped at maximum 10% of Project Cost.

### **14 PRICE VALIDITY**

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

## **15 PAYMENT TERMS**

The terms of payment for AMC of Computer hardware and peripherals will be as follows:

- 15.1 The cost of AMC services will be paid on quarterly in arrears by Regional office Bhopal Central. No advance will be paid and payment will be made against service and Preventive Maintenance reports duly counter signed by the technical staff of Bidder and by the Bank officials.
- 15.2 GST on payments will be deducted as applicable.
- 15.3 All the payments will be made to Bidder electronically by Regional Office in Indian Rupees only.
- 15.4 The Penalty, Liquidated Damage (LD) will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e. SLA etc. if any.
- 15.5 Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.

## **16 AUTHORISED SIGNATORY**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit, at the time of signing the contract, a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.

## **17 PAYING AUTHORITY**

The payments as per the Payment Schedule covered herein above shall be paid by the Regional Office. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory Preventive Maintenance report/Installation/re-installation, live running and service report from the concerned offices.

## **18 CONFIDENTIALITY**

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

- 18.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the Bank.
- 18.2 To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original.

18.3 To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and

18.4 To treat all Information as Confidential Information.

18.5 The Selected Bidder shall be required to sign a Non Disclosure Agreement with Bank as per prescribed format provided in [Annexure K](#) within seven days of issuing the order/letter of intent.

## 19 INDEMNITY

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

19.1.1 An act or omission of the Bidder, its employees, its agents, or employees of the consortium, if any, in the performance of the services provided by this contract,

19.1.2 Breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder,

19.1.3 Use of the deliverables and or services provided by the Bidder,

19.1.4 Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, direct financial loss, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

19.1.4.1 The Bank notifies the Bidder in writing in a reasonable time frame on being aware of such claim,

19.1.4.2 The Bidder has sole control of defense and all related settlement negotiations,

19.1.4.3 The Bank provides the Bidder with the assistance, information and authority as it deems fit to perform the above.

19.2 It is clarified that the Bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

19.3 Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

19.4 Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used by software provided by Bidder, the Bidder should be responsible for loss/compromise or damage to Bank's data and for causing reputation risk to bank.

19.5 The Bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, liabilities, penalties, fines and suits arising from:

19.5.1 Non-compliance of the Bidder with Laws/Governmental/statutory Requirements in respect of the services.

19.5.2 IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 as such other statutory acts and amendments thereto.

19.5.3 Negligence and misconduct of the Bidder, its employees, and agents.

- 19.5.4 Breach of any terms of RFP, Representation or Warranty.
- 19.5.5 Act or omission in performance of service.
- 19.5.6 Loss of data due to any of the reasons mentioned above.

- 19.6 In the event that the Bank is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense will undertake to defend the Bank.
- 19.7 It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
- 19.8 On its part, the Bank will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- 19.9 The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software as well the system software must be licensed and original.

## **20 INTELLECTUAL PROPERTY RIGHTS**

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

- 20.1 The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
- 20.2 If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- 20.3 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

## **21 NON-TRANSFERABLE OFFER**

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

## **22 NORMALIZATION OF BIDS**

If required, Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the commercial bids; the Bank may at

its discretion ask all the technically shortlisted Bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the bank or
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted Bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted Bidders, by submitting the response to this RFP, agree to the process and condition of the normalization process.

## **23 RESPONSIBILITY FOR COMPLETENESS**

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

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

## **24 ADHERENCE OF CYBER SECURITY POLICY**

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 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 Bidder 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.

All information resources (online/in-person) of the Bidders and its partners shall be made accessible to reserve Bank of India as and when sought.

Credentials of Bidder/third party personnel accessing and managing the Bank's critical assets shall be maintained and shall be in accordance with Bank's policy.



The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of Bidder/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 Bidders/service providers & partners.

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

## **25 OWNERSHIP AND RETENTION OF DOCUMENTS**

1. All information processed, stored, or transmitted by successful Bidder application belongs to the Bank. By having the responsibility to maintain the application, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Bank's decision will be final.
2. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.
3. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

## **26 LIMITATION OF LIABILITY**

Bidder's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to following:

1. The infringement indemnity; or
2. Bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence.
3. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Bidder under this project. Due to any wrong coding / breach of system / bugs in customization/configuration / development /testing & lapses in support, the selected Bidder is liable to pay the financial losses incurred to the Bank.



## 27 FORCE MAJEURE

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

## 28 EXIT CLAUSE

- The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:
- Failure of the Bidder to accept the contract and furnish the Performance Bank Guarantee equivalent to 3% of the project cost within 30 days from receipt of purchase contract.
- Delay in delivery beyond the specified period.
- Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods.
- Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
- In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

## 29 TERMINATION OF CONTRACT

1. If the Termination is on account of failure of the Bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected Bidder.
2. The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:
  - a) The selected Bidder commits a breach of any of the terms and conditions of the bid.
  - b) The Bidder goes into liquidation voluntarily or otherwise
  - c) An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement

- d) The progress regarding the execution of the order accepted by the selected Bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by the another party of its choice by giving one month's notice for the same . In this event, the selected Bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- e) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- f) Non-satisfactory performance of the selected Bidder during implementation and operation.
- g) An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- h) Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- i) Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected Bidder.
- j) The average availability in 3 (three) consecutive months of all together is less than 90%.
- k) Selected Bidder or its sub-contractors are found to be indulging in frauds.
- l) The Bank suffers a reputation loss on account of any activity of Bidder.
- m) In the event of sub contract or assignment contrary to the terms of agreement.

### 30 **ARBITRATION**

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

### 31 **SIGNING OF CONTRACT**

If Union Bank of India decides, then the successful bidder(s) shall be required to enter into a contract with the bank within 7 days of the award of the tender or within such extended period as may be specified by Union Bank of India, Regional Office, Bhopal Central on the basis of the tender document, the tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the form of contract. Bank shall have the option of terminating the contract during the contract period by giving 1-month notice.

In the absence of any formal contract, the copy of PO, the RFP document and other related documents will be treated as contract.

Period of contract shall be for 1 Year from the date of issue of the work order.

### **32 SUBMISSION OF BIDS**

The Bidders have to submit bid (all documents) should either be hand delivered or dropped in the Tender box at the given address as per requirement of RFP. In addition to submission of DD/BG, Original DD/BG for Bid security/EMD must be submitted in a sealed cover at the following address on or before scheduled date and time.

**The Regional Head,  
Union Bank of India,  
Regional Office Bhopal Central,  
Union Bank Bhawan, 1513/1/1,  
1<sup>st</sup> Floor, Arera Hills, Bhopal-462011**

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

### **33 JURISDICTION**

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

## 34 ANNEXURE A - Letter of Acceptance

**Covering Letter on Company Letter head**

Offer Reference No:

Date:

To

The Regional Head,  
Union Bank of India,  
Regional Office Bhopal Central,  
Union Bank Bhawan, 1513/1/1,  
1<sup>st</sup> Floor, Arera Hills, Bhopal-462011

Dear Sir,

**Subject: Our bid for RFP for Comprehensive AMC of Computer Hardware & Peripherals at Branches/Offices under Bhopal Central Region including services of resident engineer at Bank's premise.**

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for RFP for Comprehensive AMC of Computer Hardware & Peripherals at Branches/Offices under Bhopal Central Region including services of two resident engineer at Bank's premise as detailed in your above referred RFP.

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

We also confirm that the offer shall remain valid for 180 days from the date of the offer. We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

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

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the Bidder who is decided and declared so after examination of commercial bids.
- f. We enclose Demand Draft/Bank Guarantee for 50,000/- (Rupees Fifty thousand Only) favoring Union Bank of India and payable at Bhopal Central, towards bid security, details of the same is as under:

No. :

Date :

## RFP for AMC of Computer Hardware



Name of Issuing Bank :

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

Yours faithfully,

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

**35 Annexure B -Bid Form**

Ref No.....

Place:

Date:

To

**The Regional Head,  
Union Bank of India,  
Regional Office Bhopal Central,  
Union Bank Bhawan, 1513/1/1,  
1<sup>st</sup> Floor, Arera Hills, Bhopal-462011**

Dear Sir,

Having examined the Request for Proposal (RFP) Ref No. \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, install and commission the various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods/services provide the services in accordance with the Delivery Schedule / implementation schedule specified.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

---

Name & address of agent Amount & currency Purpose of commission or gratuity  
\*(If none, state none)

---

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... Day of ..... 2022

(Signature)

(In the capacity of)

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

**36 Annexure C -Bidder's Profile Format**

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Bhopal Central		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Turnover (in lakh)	Operating Profit (in lakh)
	2018-19		
	2019-20		
	2020-21		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	
8	a)Experience		
9.	Details of project executed	Name of Customer	No. of Years in Use
	Project 1		
	Project 2		
	Project 3		

N.B. Enclose copies of Audited Balance Sheet along with enclosures  
Dated this..... Day of ..... 2022

(Signature)

(In the capacity of)

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



**37 Annexure D - Eligibility Criteria**

Sl. No.	Criteria	Documents to be submitted	Compliance Yes/No
1	The Bidder should have Service Centers in Bhopal. Should have Service Centers at Bhopal /Rajgarh/Sehore/ Dewas to arrange AMC Services to be carried out through Madhya Pradesh	Address and contact details should be submitted, along with self declaration and supporting documents.	
2	Bidder should be a Government organization/ Public Sector Undertakings (PSU) or a registered/incorporated company in India under the Companies Act 1956 /2013 and having business in India during last 5 years.	Relevant Document of registration.	
3	The Bidder must have minimum annual turnover of `25 lakh in each year of previous consecutive three financial years (2018-19, 2019-20 and 2020-21) from Indian operations. In case the audited financials for the year 2020-21 is not available, CA Certificate should be submitted.	Audited Financial statements of last three years to be submitted.	
4	Bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2018-19, 2019-20, and 2020-21). In case the audited financials for the year 2020-21 is not available, CA Certificate should be submitted.	Audited Financial statements are to be submitted.	
5	The Bidder should have executed minimum three projects of undertaking AMC Services of 500 Computers and Peripherals in last 3 financial years i.e. 2018-19, 2019-20, 2020-2021.	Please submit the purchase order / installation certificate / letter from the user.	
6	Bidder must be ISO 9001:2015 and ISO 20000 Certified	Valid ISO Certificate should be submitted.	

## RFP for AMC of Computer Hardware



7	GST registration certificate, ITR and computation of the last three financial years, (2018-19, 2019-20, and 2020-21).	ITR file, GST registration certificate and computation	
8	Bidder should have not been black listed at any time by the Central /any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered.	An undertaking to this effect must be submitted in their letter head as per <a href="#">Annexure L</a> .	
9	The companies or firms, bidding for the above tender, shall not be owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956	certificate regarding the same on company's letterhead is attached	

Place:

Date:

Authorized Signatory:

Name &amp; Designation:

Business Address &amp; email id:

## 38 Annexure E - Compliance to RFP terms &amp; conditions

S.No.	Clause Details	Bidder's Compliance (Yes/No)
1	Eligibility Criteria of Bidder	
2	Scope of Work	
3	Repair and Maintenance	
4	Instructions for Bid Submission	
5	Rejection of Bid	
6	Modification and Withdrawals of Bid	
7	RFP Response	
8	Service Levels Agreements and Penalties	
9	Price Validity	
10	Payment Terms	
11	Authorized Signatory	
12	Paying Authority	
13	Confidentiality	
14	Indemnity	
15	Intellectual Property Rights	
16	Non-Transferable Offer	
17	Normalization of Bids	
18	Responsibility for Completeness	
19	Adherence to Security Policy	
20	Ownership and Retention of Documents	
21	Limitation of Liability	
22	Force Majeure	
23	Exit Clause	
24	Termination of Contract	
25	Arbitration	
26	Signing Of Contract	
27	Submission of Bids	
28	Jurisdiction	

Place:  
Date:

Authorized Signatory:  
Name & Designation:  
Business Address & email id:

\_\_\_\_\_

**39 Annexure F - Reference Site Details**

The reference sites submitted must be necessarily of those Banks/Companies where the proposed Bidder/ OEM's product has been awarded the contract prior to Issuance of this RFP. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids at Union Bank of India.

Please provide reference details in the format defined below:

Particulars	Response
Name of the Institution	
Country of Operation	
Address of the Organization	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users	
Name of the contact person for reference	
Contact details of contact person	
Modules used at Branches/Offices	
Project Details	

(Enclose necessary documentary proof)

\*Provide Information in respect of at least 1 major customer who fulfills the qualification Criteria. References may be enclosed from the customer from the above reference.

Dated this..... Day of ..... 2022

(Signature)

(In the capacity of)

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

## 40 Annexure G - Un-priced Commercial Bid

## i. AMC Of Computer Hardware inclusive of services of Two Service Engineers:

Sl. No.	Item Description	Make	Units (B)	Unit Cost/year (Rs.) (B)	Total Cost (Rs) C=(A*B)	Submitted (Yes/No)
1	Desktops	ACER, DELL, HP ,LENOVO	285	XX	XX	
2	ALL in one PC	ACER, HP	103	XX	XX	
3	Passbook Printers	EPSON, LIPI, OLIVATI	64	XX	XX	
4	Laser Jet Printers	HP, Canon, Samsung, Brother, Panasonic, RICOH	136	XX	XX	
5	Fast Dot Matrix Printers	Epson, TVS, LIPI,	15	XX	XX	
6	DMP	TVS, LIPI	6	XX	XX	
7	Scanners (Flatbed)	HP, Canon, Epson	55	XX	XX	
8	Scanners (Fast)	HP, Avision	31	XX	XX	

## ii. Total Cost to Ownership :

Sr. No.	Details of Service	Total Amount (Rs.)	Submitted (Yes/No)
1	AMC of Computer Hardware and Peripherals (41.1)	XX	
	Total Service Cost	NA	NA
	TCO (Total AMC cost)	NA	NA
	TCO in Words	XX	

## Note :

- 1.The Commercial Offer should be given in the above format only.
- 2.There should be no conditions mentioned in the Commercial Offer.
- 3.Please note that all the above line items in the commercial bid is mandatory to quote. Non quoting of any of the items may result in disqualification of the bid. In case of any discrepancy, unit prices quoted in figures will be considered for computation of TCO.
- 4.Commercial offers with conditions will be rejected.
- 5.The quantity of material is given on the basis of expected requirement during the year. But the requirement may vary depending on actual job that would be carried out from time to time. Therefore, the quantity of the material and services cannot be considered as the minimum quantity that Bank would procure. The quantity of material is taken to arrive at Total cost of Ownership (TCO).
- 6.Bank will not pay any Labour charges for transportation, Road Permit, installation of hardware,

items separately. All such costs, if any, should be absorbed in the TCO.

7.The TCO should be exclusive of all taxes i.e. GST (SGST, CGST & IGST). Applicable taxes, if any, shall be payable by the Bank at actual on date of invoicing.

8.TCO must be quoted in WORDS AND FIGURES.

9.In case of any discrepancy in calculation, price quoted in words will be considered for computation of TCO.

10.If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

Authorized Signatory

Place:

Name & Designation & mail id :

Date:

Business Address:

**41 Annexure H - Commercial Bid****i. AMC Of Computer Hardware inclusive of services of Service Engineer:**

Sl. No.	Item Description	Make	Units (B)	Unit Cost/year (Rs.) (B)	Total Cost (Rs) C=(A*B)	Submitted (Yes/No)
1	Desktops	ACER, DELL, HP ,LENOVO	285			
2	ALL in one PC	ACER, HP	103			
3	Passbook Printers	EPSON, LIPI, OLIVATI	64			
4	Laser Jet Printers	HP, Canon, Samsung, Brother, Panasonic, RICOH	136			
5	Fast Dot Matrix Printers	Epson, TVS, LIPI,	15			
6	DMP	TVS, LIPI	6			
7	Scanners (Flatbed)	HP, Canon, Epson	55			
8	Scanners (Fast)	HP, Avison	31			

**ii. Total Cost to Ownership :**

Sr. No.	Details of Service	Total Amount (Rs.)	Submitted (Yes/No)
1	AMC of Computer Hardware and Peripherals (42.1)		
	<b>Total Service Cost</b>		
	<b>TCO (Total AMC cost)</b>		
	<b>TCO in Words</b>		

**Note :**

11. The Commercial Offer should be given in the above format only.
12. There should be no conditions mentioned in the Commercial Offer.
13. Please note that all the above line items in the commercial bid is mandatory to quote. Non quoting of any of the items may result in disqualification of the bid. In case of any discrepancy, unit prices quoted in figures will be considered for computation of TCO.
14. Commercial offers with conditions will be rejected.
15. The quantity of material is given on the basis of expected requirement during the year. But the requirement may vary depending on actual job that would be carried out from time to time. Therefore, the quantity of the material and services cannot be considered as the minimum quantity that Bank would procure. The quantity of material is taken to arrive at Total cost of



- Ownership (TCO).
16. Bank will not pay any Labour charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO.
  17. The TCO should be exclusive of all taxes i.e. GST (SGST, CGST & IGST). Applicable taxes, if any, shall be payable by the Bank at actual on date of invoicing.
  18. TCO must be quoted in WORDS AND FIGURES.
  19. In case of any discrepancy in calculation, price quoted in words will be considered for computation of TCO.
  20. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

Authorized Signatory

Place:

Name & Designation & mail id :

Date:

Business Address:

**42 Annexure I - Bid Query Format**

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

Bidder Name	Clause no	Page no.	Clause	Query	Bank Response

Place:  
Date:  
Name & Designation:  
Business Address:  
Mobile No.

**43 Annexure J - Format of Bank Guarantee for EMD**

Date:

To

The Regional Head,  
Union Bank of India,  
Regional Office Bhopal Central,  
Union Bank Bhawan, 1513/1/1,  
1<sup>st</sup> Floor, Arera Hills, Bhopal-462011

Dear Sir,

In response to your invitation to respond for **Comprehensive AMC of Computer Hardware & Peripheral at Branches/Offices under Bhopal Central Region including services of two Resident Service Engineers at Bank's premise**. M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the Bidder) wish to respond to the said Request for Proposal (RFP) and submit the proposal for the same. Whereas the Bidder has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ` ...../- (Rupees ..... only) as Bid security as required to be submitted by the Consultant as a condition for participation in the said process of RFP.

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

- 1) If the Bidder withdraws his proposal during the period of the proposal validity; or
- 2) If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the terms and conditions of the RFP or the terms and conditions mutually agreed subsequently.
- 3) If the Bidder, if selected for awarding the Contract, fails to renew this Bank Guarantee as decided by Union Bank of India. We undertake to pay immediately on demand to Union Bank of India, the said amount of ` - (Rupees ..... only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed ` /- (Rupees ..... only).
- 2) This Bank guarantee will be valid up to 180 days and
- 3) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

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

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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

Union Bank of India Regional Office Bhopal Central

#### 44 Annexure K - Confidentiality / Non Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_ day of 2022, and shall be deemed to have become in full force and effect from (the “Effective Date”).

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

AND

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

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

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

WHEREAS:-

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

NOW THIS AGREEMENT WITNESS:

##### 1. Interpretation

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

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

the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## **2. Confidentiality:**

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

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

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

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

## **3. Return or destruction:**

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

of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

#### **4. Permitted disclosure:**

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

#### **5. Ownership of Information:**

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

#### **6. No Representation:**

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

#### **7. Remedies and Relief:**

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

#### **8. No Assignment**

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

#### **9. Severability**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or



unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

#### 10. Delay or Waiver

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

#### 11. Notices

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

#### 12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 6 months beyond contract period. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

#### 13. Governing Law

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

#### 14. Indemnity

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

#### 15. Modification

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

#### 16. Headings

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

**17. Set off**

Without prejudice to other rights and remedies available to the bank, bank shall be entitled to set off or adjust any amounts due to the bank from successful Bidder/OEM against any payments due and payable by bank for the services rendered.

**18. Review of Contract and performance**

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

**19. Proprietary Rights:**

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

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

**20. Counterparts**

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

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

Signed and delivered by

M/s \_\_\_\_\_

Signed by:

Name .....

Title .....

in the presence of

.....

Signed and delivered by

Union Bank of India

Signed by:

Name .....

Title .....

in the presence of

.....

45 Annexure L - Undertaking ByBidder

Place:

Date:

To

The Regional Head,  
Union Bank of India,  
Regional Office Bhopal Central,  
Union Bank Bhawan, 1513/1/1,  
1<sup>st</sup> Floor, Arera Hills, Bhopal-462011

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

We \_\_\_\_\_ (Bidder name), hereby undertake that-

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

Yours faithfully,

Authorized Signatories  
(Name, Designation and Seal of the Company)  
Date

**46 Annexure M - Know Your Employee (KYE)**

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

To

**The Regional Head,  
Union Bank of India,  
Regional Office Bhopal Central,  
Union Bank Bhawan, 1513/1/1,  
1<sup>st</sup> Floor, Arera Hills, Bhopal-462011**

**UNDERTAKING**

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.

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

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

Signature of Competent Authority with company seal \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

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

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

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

Verified above signature

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

Date \_\_\_\_\_

**47 Annexure N - Format for Performance Bank Guarantee (PBG)**

(Covering Delivery obligations)

NOTE:

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

To

The Regional Head,  
Union Bank of India,  
Regional Office Bhopal Central,  
Union Bank Bhawan, 1513/1/1,  
1<sup>st</sup> Floor, Arera Hills, Bhopal-462011

Dear Sir,

In response to your invitation for the bids for engagement of Bidder for .....<Services>.....,  
.....<Bidder>.....

(hereafter called as Bidder) having their registered office at  
.....<address>.....has been selected Bidder for the purpose and  
accordingly you have issued a purchase order no. ....<PO No and date>..... for  
.....<Service>.....

We have accepted the purchase order and agreed to provide the services and also, to provide an unconditional and irrevocable performance guarantee, in favour of your Bank, from a bank acceptable to your Bank for securing the faithful observance and performance of the terms, conditions, stipulations, provisions of the purchase order No.....<PO No. and date>.....

Whereas at the request of the Bidder, we, the Union Bank of India

having our Regional office at Union Regional office at Union Bank of India, Regional Office, Union bank Bhawan, 1513/1/1, 1<sup>st</sup> floor, Arera Hills, Bhopal-462011 hereby irrevocably guarantee an amount of `.....<amount>..... as performance security as required to be submitted by the 'Bidder' as a condition stipulated in the purchase Order, towards faithful observance and performance by the Bidder of the terms and conditions of the said purchase order.

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

1. If the Bidders, defaults in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the said Purchase order.

2. If the Bidders refuses to enter into the written contract within the stipulated time in accordance with the Terms and Conditions of the purchase order, or on the terms and conditions as may mutually agreed between your Bank and the Bidder subsequently.

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

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed `<amount>....
  - 2) This Bank guarantee will be valid up to .....<Expiry Date>..... with a claim period of one month
  - 3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....<Expiry date>.....
- In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature:

Seal of company