



भारत सरकार का उपक्रम

A Government of India Undertaking



UNION BANK OF INDIA

REQUEST FOR PROPOSAL (RFP)

FOR

EMPANELMENT OF VENDORS FOR DISPOSAL OF E-WASTE (COMPUTER HARDWARE & PERIPHERALS)

AT

BRANCHES / OFFICES UNDER MUMBAI ZONE

FGMO_MUM:ZCC:5415:2022

18-05-2022

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: ROR:RCC:0158:2022**

| | |
|--|---|
| Date of issue of RFP/ Download Start Date & Time | May 18 th , 2022 at 11:00 PM |
| Pre-Bid Meeting | May 23 th , 2022 at 12:00 PM |
| End date and time of RFP Download | Jun 04 th , 2022, upto 3:00PM |
| Last date and time for Submission of Bid | Jun 04 th , 2022, upto 03:00 PM |
| Date and Time of Technical Bid Opening | Jun 06 th , 2022, at 04:30 PM |
| Place of opening of Bids | UNION BANK OF INDIA ZCC MUMBAI, FGMO MUMBAI 5 TH FLOOR, M S MARG BUILDING NEAR BSE TOWER, FORT MUMBAI (MH) 400001 |
| Address for communication | UNION BANK OF INDIA ZCC MUMBAI, FGMO MUMBAI 5 TH FLOOR, M S MARG BUILDING NEAR BSE TOWER, FORT MUMBAI (MH) 400001 |
| Contact Numbers | 022-22629555 |
| Security Deposit/EMD (Refundable) | NIL |
| RFP Document Fee (Non-Refundable) | NIL |
| Contact for Bidders | Interested Bidders are requested to send the email to zcc.mumbai@unionbankofindia.bank 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:

- 1.1. Union Bank of India, a Public Sector Bank having its Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai and Field General Manager Office (FGMO) at Mumbai at UNION BANK OF INDIA, FGMO MUMBAI, 5TH FLOOR, MS MARG BUILDING, NEAR BSE TOWER,FORT, MUMBAI MAHARASHTRA 400001. The zone has 5 Regional Offices and 290 branches/Offices spread across Mumbai, Navi Mumbai, Palghar, Thane, Kalyan and adjoining areas.

2. DEFINITIONS:

- 2.1. “Bank” means, unless excluded by and repugnant to context or the meaning thereof, shall mean “Union Bank of India”, described in more details in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. “RFP” means this Request for Proposal for Empanelment of Vendors for Disposal of E-Waste of our branches/offices under Mumbai Zone.
- 2.3. The firms, institutions & Companies submitting the proposal in response to this RFP shall hereinafter be referred to as ‘Bidder’.

3. About RFP:

- 3.1. As per E-Waste (Management & Handling) Rules 2016 notified by Ministry of Environment and Forests, Government of India, the Bank intends to dispose of old computers, hardware, peripherals identified by Bank, referred as ‘E-Waste’ lying at various branches/offices.
- 3.2. The RFP document is not recommendation or invitation to enter the contract, agreement or any another arrangement in respect of the services The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the bank and selected vendors as identified by the bank after completion of the selection process.

4. Objective:

- 4.1. Union Bank invites application from reputed Bidders to submit their “Request for Proposal” who fulfills the eligibility criteria as given below for Empanelment of Vendors for Disposal of E-Waste in our Branches/offices under Mumbai Zone.
- 4.2. The bidders satisfying the Eligibility Criteria as per the RFP and having experience in disposal of E-Waste may respond. The bidders should have experience in purchasing & collecting various I.T. related hardware items (identified by the bank for disposal) from Bank’s premises on “as in where is basis” for disposal/recycling in line with Central/State Government guidelines.
- 4.3. The bank is looking for end-to-end services (collection, transportation, and dismantling, degaussing, recycling and/or final disposal) from bidders registered with Stae/Central Pollution Control Board as per GOI guidelines and currently in force and having established facilities for management of e-waste.

5. Eligibility Criteria:

5.1. Eligibility Criteria

| Sl No | Eligibility Criteria | Bidder Response |
|-------|---|---|
| 1 | The Bidder should be a registered Proprietorship firm/partnership firm registered under LLP ACT, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. | Copy of Registration of Proprietorship/partnership firm. (OR) Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company. (OR) Certificate of incorporation in case of Private Limited Company, issued by Registrar of Companies. |
| 2 | The Bidders should have valid registration Certificate issued by Ministry of Environment & Forests (MOEF)/Central Pollution Control Board/ State Pollution Control Board as per the current requirements for collecting, dismantling, recycling of e-waste. The registration should be valid for a period of next 6 months at least from the date of this RFP. The bidder should be able to meet all future requirements/guidelines issued by GOI from time to time. | Copy of the valid Registration Certificate issued by Ministry of Environment & Forests (MOEF)/Central Pollution Control Board/State Pollution Control Board to be submitted. |
| 3 | The bidder should have minimum experience of three (03) years in the management of e-waste i.e., buying e-waste as on 31-03-2022. The date of reckoning the experience will be the date of registration or commencement of business, whichever is later. | Copy of five (05) orders of Rs 1 lac each or more during the previous 3 years i.e. 2019-20, 2020-21 and 2021-22 Annexure F |
| 4 | The Bidder should have current client base from BFSI Sector/PSUs/PSBs/IT Industry/ Central-State Government Depts/Public/Private Limited Companies. | Copies of agreement/Work Orders or any other relevant supporting document like certificate from the clients to be submitted. |
| 5 | The Bidder should submit an undertaking to the effect that after deactivation/degaussing of the data and /or destruction of storage media, the data cannot be retrieved by using any procedure. | An undertaking letter in letter head to be submitted by the bidder. Bidder also need to submit an undertaking that all the e-waste items as proposed by Union Bank of India for disposal above, will be disposed off as per the e-waste guidelines of State/Central Government authorities. |

| | | |
|----|--|---|
| 6 | Non-Disclosure Agreement | Non-Disclosure agreement (as per Ann -H) to be submitted by the Bidder. |
| 7 | The Bidder should not have been a debarred/banned/blacklisted entity by any Government/PSU/PSB/FIS. | An undertaking letter in the letter head to be submitted by the bidder. |
| 8 | The Bidder must be making profits as per the audited balance sheets for the last three years (2019-20, 2020-21, 2021-22). | Copy of Balance Sheets and P&L accounts to be submitted. A Certificate copy from CA/Cost Accountant may also be submitted. |
| 9 | The Bidder should have a full-fledged office in Mumbai and should have arrangements to provide e-waste recycling services in Mumbai, Navi Mumbai, Thane and adjoining areas. | An undertaking letter in the letter head to be submitted by the bidder. |
| 10 | Exemption for Startup and MSE Enterprises | Exemption for Startup and MSE Enterprises on the following parameters 1. Experience Criteria (Point No 03 above) 2. Financial Criteria (Point No.08 above) Bidders have to submit valid Starup Certificate and Valid MSE Udhog Aadhaar Certificate |

6. Scope of Empanelment:

- 6.1. Empanelment would be for vendors of e-waste in Union Bank of India, Branches/Offices under Mumbai Zone.
- 6.2. Empanelment would be for two (02) years for Branches/Offices of Union Bank of India in Mumbai Zone.
- 6.3. The e-waste for disposal will be identified by Union Bank's Mumbai Zone Regional Offices/Branches/Offices.

| LIST OF ELECTRONIC EQUIPMENTS IDENTIFIED TO BE TAKEN UNDER E-WASTE | | |
|--|------------------------|--|
| Sl No | Category | Items |
| 1 | Computers | Server/All in one Desktops/Desktop Computers (CPU, Monitor, Key Board and Mouse), Laptop, Note Book, Dumb Terminals etc or similar items, main Frame Computer, personal Computers (CPU with input and output devices), Laptop Computers (CPU with input and output devices) Tablets or similar items |
| 2 | Printers & Accessories | All type of Printers, All type of scanners, Printer Cartridges, Toner etc or similar items, Copying equipment, Mouse, Key Board, Electronic and Electronic Typewriters etc or similar items. |
| 3 | Network Equipment's | Routers & Switches (which are not provided by the Network Support Vendors) Patch Panel, Modem etc or similar items (Confirmation on network equipment's will be provided by Zonal Computer Cell) |
| 4 | IT Accessories | Biometric Login Devices, Floppy, CD and DVD, Pen Drives, External Hard Disk, External CD/DVD Writer, DAT Drives, |

| | | |
|---|-----|---|
| | | Speaker, laptop Battery, Hand Held Devices, Rack etc or similar items and any other I.T. related hardware items |
| 5 | UPS | Old UPS and Batteries (Items which are not in use) |

- 6.4. Regional Offices/Branches/Offices will invite all the empaneled vendors for collection and disposal of e-waste of the identified equipment at the branches/offices falling under their respective jurisdiction periodically or as and when required.
- 6.5. Depending on the quote received by the Bank, the collection of e-waste will be awarded to H-1 vendor (Highest Bidder) for the respective query.
- 6.6. The successful bidder should make the full payment to the Bank before picking up the items from the Branches/offices within 2-3 working days from the date of the selection of bidder. GST and other taxes as per Govt norms on the auction proceeds will be extra.
- 6.7. Successful vendor has to collect the e-waste within 5 days from the finalization of the H-1 Bidder.
- 6.8. Successful vendors failing to collect e-waste from the Banks location in terms of the order issued to them on even one occasion may also delisted from the Banks empanelment.
- 6.9. The Guideline issued by Ministry of Environment & Forests, Government of India and respective State Pollution Control Boards or any other regulatory authorities from time to time with regards to disposal of e-waste are to be strictly followed by the empaneled vendors.
- 6.10. The selected Bidder has to remove the storage media viz. Hard disk, Tapes, drives etc. and the same has to be degaussed in front of the Bank Officials before collecting the e-waste from the Bank.
- 6.11. If e-waste is generated/collected in one state and required to be transported to another state for dismantling/recycling/final disposal, it would be the responsibility of the bidder (vendor) to have necessary approval/"No Objection Certificate" from the concerned State Pollution Control Board/Pollution Control Committee of Union Territory and intimate the State Pollution Control Board/Pollution Control Committee of Union Territory in transit as required by the GOI guidelines currently in force and issued from time to time. E-way bill generation is the responsibility of the Bidder.
- 6.12. It would be the responsibility of the bidder (vendor) for safe transit of the e-waste from Banks location to the vendors location. In case of any untoward incident happening during the transit of e-waste, the empaneled vendor (successful bidder) will be held solely responsible for the loss/consequences.
- 6.13. The bidder shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes etc. incurring during e-waste handling process.

7. Empanelment Procedure:

- 7.1. Vendor/s satisfying the eligibility criteria will be shortlisted after due scrutiny of documents submitted by bidder.
- 7.2. The Bank reserves the rights to accept /reject any or all RFP document received in response to this advertisement without assigning any reasons, whatsoever.

8. De-empanelment of Bidders:

- 8.1. During empanelment period, the Bank reserves the right to de-empanel any vendor. The Bank's decision will be final in this regard.
- 8.2. Bank should retain with themselves the authority to blacklist or bar a bidder for a specified period of the time from participating in its tendering process where the Bank has authentic information that the bidder has been debarred/blacklisted from participating in the tendering process by a international organization or by a local organization on ground of fraud or corruption or for some other reason which, in the opinion of the Bank is not compatible with its procurement policy and ethical standard.
- 8.3. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any tender is false or if irregularities shown by the vendor when applying for the tenders, the Bank reserves the right to remove such Bidders from the empaneled list without giving any notice to the vendor in advance.

9. Pre-Bid Queries:

- 9.1. The Bidder should carefully examine and understand the scope and terms and conditions of RFP and may see clarifications, if required.
- 9.2. All communications regarding any points which requiring clarifications and any doubts shall be given in writing to the Chief Manager (IT), Union Bank of India, ZCC, FGMO Mumbai, 5th Floor MS Marg Building, Fort, Mumbai 400001 or an email can be sent to zcc.mumbai@unionbankofindia.bank by the intending bidders before the date and time specified in the Bid details in brief description.
- 9.3. No queries will be entertained from the bidders after the cut-off date and time.
- 9.4. No oral consultation shall be entertained.

10. Pre-Bid Meeting:

- 10.1. A pre-bid meeting of the intending bidders will be held as per schedule specified in the Bid details in brief description to clarify any point/doubt raised by them in respect of this EOI.
- 10.2. No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of Two (02) representatives from each bidder to participate in the pre-bid meeting.
- 10.3. Bank has the discretion to consider any other queries raised by the bidders representative during the pre-bid meeting.

11. Preparation of Bids:

- 11.1. All bids and supporting documents shall be submitted in English/Hindi/Marathi on A4 size paper, spirally bound securely and in serial order. The BID response should be submitted in a structured format as per the checklist appended.
- 11.2. All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder. All pages of the bid document should be serially numbered and shall be signed by the authorized person/s only. The person/s signing the bid shall sign all pages of the bid and rubber stamp

should be affixed on each page. The bidder should submit a copy of Board Resolution or Power of attorney document showing that the signatory has been authorized to sign the bid document.

12. Erasures or Alterations:

- 12.1. The offers containing erasures or alterations, or overwriting will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in.

13. Submission of Bids:

- 13.1. The sealed envelop containing the response to RFP along with the required documents shall be superscribed on the top of the envelop "Empanelment of Vendors for Disposal of E-Waste in response of FGMO:ZCC-MUM: :2022 dated 18-05-2022. The name and address of the bidder should be specifically mentioned on the top of the sealed envelope. The RFP response should be deposited in the Tender Box at the venue mentioned in the RFP document.
- 13.2. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day of submission of RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 13.3. If envelops containing bid documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bids misplacement or premature opening.

14. Bid Opening:

- 14.1. RFP will be opened in the presence of the Bidders representative/s who may choose to attend the bid opening as per schedule specified in the Bid details in the brief description.
- 14.2. Bidders representative may be present in the place and venue well in time along with an authorization letter in hand as per the format enclosed and sign in register of attendance during opening of RFP.
- 14.3. If any of the bidder or all bidders who submitted the tender are not present during the specified date, time and venue of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the RFP in their absence.

15. Evaluation of RFP:

- 15.1. The Bank will evaluate the bid/s submitted by the bidder/s under this RFP. The Bank may engage an external agency for evaluation of the bid. It is Banks discretion to decide at the point of time.
- 15.2. RFP submitted by the bidder will be evaluated based of the format mentioned in Annexure-D. Bidder who will qualify the eligibility criteria will be empaneled.
- 15.3. The Bank reserves the right to verify any or all statements made by the bidders in the documents submitted in this RFP and to inspect the bidders facilities, if necessary, to establish to its satisfaction about the bidders eligibility.
- 15.4. During the process of scrutiny, evaluation, and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by

them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.

16. No Commitment to Accept any Bid:

16.1. Banks shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representatives.

17. Intimation about empanelment:

17.1. The empaneled bidders shall be intimated about their empanelment in writing. The empanelment of vendors shall be valid for a period of 2 years. However, Bank reserves the right to extend the validity of empanelment for further period as per the requirement with same terms and conditions.

17.2. Bank also reserves the right to remove the vendors from the panel based on their performance during the panel years

17.3. In case any empaneled vendor ceases to be registered with Central /State Pollution Control Board during the validity of this panel, the said vendor shall be removed from the panel unless the vendor gets registered again with Central/Stae Pollution Control Board and informs Bank in this regard.

18. Offices/Branches to be covered:

18.1. The orders for e-waste disposal shall be placed by the Offices/Branches as per the details below. The Bank reserves the right to add or substitute any new office/branches.

| Sr No | FGMO | Region | Branhes/Offices |
|-------|-------------|--------------------|--|
| 1 | FGMO Mumbai | RO Mumbai South | All branches & offices under respective Regional Offices/Zonal Offices |
| 2 | | RO Mumbai Andheri | |
| 3 | | RO Mumbai Borivali | |
| 4 | | RO Mumbai Thane | |
| 5 | | RO Mumbai Vashi | |

19. Disposal of e-waste from Bank/Branches/offices:

19.1. Regional Offices/Branches/Offices will invite all the empaneled vendors for collection and disposal of e-waste of the identified equipment at the branches/offices falling under their respective jurisdiction periodically or as and when required.

19.2. Depending on the quote received by the Bank, the collection of e-waste will be awarded to H-1 vendor (Highest Bidder) for the respective query.

19.3. The successful bidder should make the full payment to the Bank before picking up the items from the Branches/offices within 2-3 working days from the date of the selection of bidder. GST and other taxes as per Govt norms on the auction proceeds will be extra.

19.4. Successful vendor has to collect the e-waste within 5 days from the finalization of the H-1 Bidder.

- 19.5. Successful vendors failing to collect e-waste from the Banks location in terms of the order issued to them on even one occasion may also get delisted from the Banks empanelment.
- 19.6. The Guideline issued by Ministry of Environment & Forests, Government of India and respective State Pollution Control Boards or any other regulatory authorities from time to time with regards to disposal of e-waste are to be strictly followed by the empaneled vendors.
- 19.7. The selected Bidder has to remove the storage media viz. Hard disk, Tapes, disk drives etc. and the same has to be degaussed in front of the Bank Officials before collecting the e-waste from the Bank.
- 19.8. If e-waste generated/collected in one state and required to be transported to another state for dismantling/recycling/final disposal, it would be the responsibility of the bidder (vendor) to have necessary approval/"No Objection Certificate" from the concerned State Pollution Control Board/Pollution Control Committee of Union Territory and intimate the State Pollution Control Board/Pollution Control Committee of Union Territory in transit as required by the GOI guidelines currently in force and issued from time to time. E-way bill generation is the responsibility of the Bidder.
- 19.9. It would be the responsibility of the bidder (vendor) for safe transit of the e-waste from Banks location to the vendors location. In case of any untoward incident happening during the transit of e-waste, the empaneled vendor (successful bidder) will be held solely responsible for the loss/consequences.
- 19.10. The bidder shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes etc. incurring during e-waste handling process.

20. Removal from the Panel:

- 20.1. The Bank reserves the right to review this panel anytime during the validity period and remove any vendor from this panel in any of the following circumstances.
- a) Failure in executing three consecutive work orders issued by any of the office/branches of Union Bank of India Branches/Offices under Mumbai Zone.
 - b) Repeated delays in execution of works.
 - c) Breach of any of the terms and conditions of the RFP.
 - d) Vendor goes into bankruptcy or liquidation.

In addition to the removal from the panel, Bank reserves the right to debar the vendor to participate in future RFP floated by Bank during next three years.

21. Indemnity to the Bank:

- 21.1. The empaneled vendors shall furnish a copy of the registration from Central/State Pollution Control Board. Further, the empaneled vendor shall keep Bank indemnified against any losses or damages on the account of violation of prescribed processes for disposal of e-waste.

22. No Publicity:

- 22.1. Any publicity by the vendor in which the name of bank is to be used should be done only with the explicit written permission of Union Bank of India. Any breach of this clause may invite appropriate action from Bank.

23. Authorized Signatory:

- 23.1. The person who is signing the bids on behalf of the company should be authorized signatory as per their Board Resolution. Copy of Board Resolution for such authorization should be submitted as per Ann-E.

24. Force Majeure:

- 24.1. The empaneled vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Act of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of Bank in fires, flood, and freight embargoes.
- 24.2. If a Force Majeure situation arises, the Vendor shall promptly notify Bank in writing of such conditions and the cause thereof within seven calendar days. Unless otherwise directed by Bank in writing, the vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 24.3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Bank and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem.
- 24.4. Notwithstanding above, the decision of Bank shall be final and binding on the vendor.

25. Resolution of Disputes:

- 25.1. Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Bank and vendor have been unable to resolve amicably a contract dispute, either party may request that the dispute be referred for resolution by formal arbitration.
- 25.2. All legal suits, actions, or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of Courts in MUMBAI only.

26. ANNEXURE A - Letter of Acceptance

Covering Letter on Company Letter head

Offer Reference No:

Date:

To

UNION BANK OF INDIA,
FGMO MUMBAI, ZCC,
5TH FLOOR, MS MARG BUILDING,
NEAR BSE TOWER,FORT,
MUMBAI MAHARASHTRA 400001

Dear Sir,

Subject: Empanelment of Vendors for Disposal of e-waste.

We have examined the above mentioned tender document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliveries as per RFP for Software/Hardware/Solution/Services as per timelines mentioned in the RFP for each ordered location.

If our offer is accepted, we undertake to provide technical consultancy/Service support/Guidance for the items/solution supplied as per the above referred RFP, during contract period. We enclose a Demand Draft/Bank Guarantee in lieu of EMD as per RFP in favor of Union Bank as EMD or Exemption Certificate in lieu of EMD.

We agree to abide by this offer till 180 days from the date of Commercial Bid opening/Successful Reverse Auction Event and for such further period as mutually agreed between the bank and successful bidder and agreed to in writing by the bidder. We also agree to keep the EMD/Bank Guarantee in lieu of EMD during entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the instructions, technical Specifications, Terms and conditions and Scope of the subject RFP. We understand that the Bank is not bound to accept the lowest/highest or any offer the Bank may receive without assigning any reason whatsoever.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of Bidders.

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent Authority (refer: F/No.6/18/2019-PPD dated 23-07-2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify/evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filling our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

We hereby undertake that we have not been blacklisted/debarred by any scheduled Commercial Banks/Public Sector Undertakings/Government Entities in India as on date.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

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

27. Annexure B - CheckList

The bidder shall confirm whether following are submitted in their RFP/Bid. The bidder shall indicate the page no. where the details are furnished; otherwise, bid is liable for rejection.

| Sr No. | Details | Reference/Clause Nos | Complied Submitted (yes/No) & | Page no at which details are enclosed |
|--------|--|----------------------|-------------------------------|---------------------------------------|
| 1 | Covering Letter | Annexure A | | |
| 2 | Bidder' Profile | Annexure C | | |
| 3 | The documents in support of Eligibility Criteria, whatever required as mentioned in this RFP | Annexure C | | |
| 4 | List of major clients and the quantum of orders with approximate value executed to various organizations including BFSI, PSU, PSBs IT Industry, Central/State Govt Depts and Public/Private limited Companies for the last 3 years | Annexure D | | |
| 5 | Authorization letter format for Bid Opening (to be carried by the person who is authorized to attend the Bid Opening). | Annexure E | | |
| 6 | Copy of Power of Attorney or Authorization letter from the Company designating the authorized representative of the company for signing the bid document should be furnished along with the bid document. | | | |
| 7 | Compliance Statement | | | |

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)

28. 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 Mumbai | | |
| 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) |
| | 2019-20 | | |
| | 2020-21 | | |
| | 2021-22 | | |
| | (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)

29. Annexure D - Eligibility Criteria

| Sl No | Eligibility Criteria | Bidder Response | Compliance |
|-------|---|---|------------|
| 1 | The Bidder should be a registered Proprietorship firm/partnership firm registered under LLP ACT, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. | Copy of Registration of Proprietorship/partnership firm. (OR) Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company. (OR) Certificate of incorporation in case of Private Limited Company, issued by Registrar of Companies. | |
| 2 | The Bidders should have valid registration Certificate issued by Ministry of Environment & Forests (MOEF)/Central Pollution Control Board/ State Pollution Control Board as per the current requirements for collecting, dismantling, recycling of e-waste. The registration should be valid for a period of next 6 months at least from the date of this RFP. The bidder should be able to meet all future requirements/guidelines issued by GOI from time to time. | Copy of the valid Registration Certificate issued by Ministry of Environment & Forests (MOEF)/Central Pollution Control Board/State Pollution Control Board to be submitted. | |
| 3 | The bidder should have minimum experience of three (03) years in the management of e-waste i.e., buying e-waste as on 31-03-2022. The date of reckoning the experience will be the date of registration or commencement of business, whichever is later. | Copy of five (05) orders of Rs 1 lac each or more during the previous 3 years i.e. 2019-20, 2020-21 and 2021-22 Ann-F | |
| 4 | The Bidder should have current client base from BFSI Sector/PSUs/PSBs/IT Industry/Central-State Government Depts/Public/Private Limited Companies. | Copies of agreement/Work Orders or any other relevant supporting document like certificate from the clients to be submitted. | |
| 5 | The Bidder should submit an undertaking to the effect that after deactivation/degaussing of the data and /or destruction of storage media, the data cannot | An undertaking letter in letter head to be submitted by the bidder. Bidder also need to submit an undertaking that all the e-waste | |

| | | | |
|----|---|---|--|
| | be retrieved by using any procedure. | items as proposed by Union Bank of India for disposal above, will be disposed off as per the e-waste guidelines of State/Central Government authorities. | |
| 6 | Non-Disclosure Agreement | Non-Disclosure agreement (as per Ann-H) to be submitted by the Bidder. | |
| 7 | The Bidder should not have been a debarred/banned/blacklisted entity by any Government/PSU/PSB/FIS. | An undertaking letter in the letter head to be submitted by the bidder. | |
| 8 | The Bidder must be making profits as per the audited balance sheets for the last three years (2019-20, 2020-21, 2021-22). | Copy of Balance Sheets and P&L accounts to be submitted. A Certificate from CA/Cost Accountant may also be submitted. | |
| 9 | The Bidder should have a full-fledged office in Mumbai and should have arrangements to provide e-waste recycling services in Mumbai, Navi Mumbai, Thane and adjoining areas. | An undertaking letter in the letter head to be submitted by the bidder. | |
| 10 | Exemption for Startup and MSE Enterprises | Exemption for Startup and MSE Enterprises on the following parameters 1. Experience Criteria 2. Financial Criteria Bidders have to submit valid Starup Certificate and Valid MSE Udyog Aadhaar Certificate | |
| 11 | 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 | |
| 12 | GST registration certificate, ITR and computation of the last three financial years, (2019-20, 2020-21, and 2021-22). PAN Number | ITR file, GST registration certificate and computation | |

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

30. Annexure E - Authorization Letter Format

Ref No:

Date:

To
Union Bank of India
FGMO Mumbai, ZCC
5th Floor, M S Marg Building
Near BSE Tower, Fort
Mumbai 400001

Dear Sir

Subject: Empanelment of Vendors for Disposal of e-waste

This has reference to your above RFP for empanelment of Vendors for Disposal of E-waste in your Bank.

Mr/Miss/Mrs _____ is hereby authorized to attend the bid opening of the RFP _____ dated _____ on behalf of our organization.

The specimen signature is attested below:

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

Place:: _____

31. Annexure F - List of Major Customer of the Bidder in the last 3 Years and references

Sub: Empanelment of Vendors for Disposal of e-waste

RFP Ref:

| Sr No | Name and complete Postal Address of the Customer | Name, Designation, Telephone, Fax, email address of the contact person (customer) | Nature and description of the business during last 3 years Order No. & Date and Value etc. | Satisfactory letter from the customer to be enclosed or Purchase Orders to be enclosed |
|-------|--|---|---|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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)

32. Annexure H - Compliance Statement has to be submitted in Company Letter Head

Ref No:

Date:

To
Union Bank of India
FGMO Mumbai, ZCC
5th Floor, M S Marg Building
Near BSE Tower, Fort
Mumbai 400001

Dear Sir

Subject: Empanelment of Vendors for Disposal of e-waste

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject

| Sr No | Description | Complied (Yes /NO) |
|-------|----------------------------|--------------------|
| 1 | Scope of empanelment | |
| 2 | Empanelment Procedure | |
| 3 | Instructions to Applicants | |

We also undertake to comply with the e-waste guidelines of State, Central Government and Ministry of Environment & Forests or any other Regulatory guidelines currently in force and issued time to time.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Date:

Signature with seal

Name & Designation

33. Annexure H - Non-Disclosure Agreement

(To be given on the Company's Letter Head)

WHEREAS, we, _____ having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide services to Union Bank, having its office at Union Bank of India, FGMO Mumbai, 5th Floor, M S Marg, Near BSE Tower, Mumbai 400001 hereinafter referred to as the Bank and.

WHEREAS, the bidder understands that the information regarding the Banks IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for "Empanelment of Vendors for Disposal of E-Waste" and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the Banks property/information. The Bidder will not publish or disclose to others nor use in any services that the Bidder performs for orders, any confidential or proprietary information belonging to the Banks, unless the Bidder has first obtained the Banks written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda, and other data shared by the Bank or, prepared or produced by the Bidder for the purpose of submitting the offer to the Bank for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The bidder shall not, without the Banks written consent, disclose the contents of this Request of Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with seal

Name & Designation