



**Request for Proposal (RFP) for
Facility Management Services at
Central Office**

**Union Bank of India, Department of Information Technology
1/1A, Technology Center, Adi Shankarcharya Marg,
Opp. Powai Lake, Powai, Andheri East, Mumbai - 400072**

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.

GENERAL INSTRUCTIONS TO BIDDERS

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

Procedure for submission of E-tender by bidder:

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

1. Register your company in website <https://ubi.abcprocure.com> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Pay Earnest Money Deposit (i.e. EMD) through Demand Draft (i.e. DD)/Bank Guarantee (i.e. BG) and upload the scan copy in website.
4. Upload supporting documents by clicking "Mapped Documents". Then submit the tender. Take a print screen of "Bid successfully submitted" message for reference.

5. Contact details of eTender service provider:

Mr. Sujith Nair, Email: sujith@auctiontiger.net,
Mr. Jaymeet Rathod, Email: jaymeet.rathod@auctiontiger.net
Mr. Pratik Parekh, Email: pratik.parekh@eptl.in,
Mr. Dharam Rathod Email: dharam@eptl.in
Common Mobile Number: **9374519754**.
Helpline no: 079-61200579/580/596/576/567/566/569

6. System requirement for online bid submission:

- a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
- b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.

Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

NOTE: Submission of any bid document through offline mode will not be accepted. However, Bid Security (EMD) signed by authorized signatory should be submitted through both online and offline mode on or before last date & time of bid submission.

Abbreviations

The long form of some abbreviations commonly used in the document is given below:

Abbreviations	Description
AMC	Annual Maintenance Contract
BFSI	Banking, Financial Services and Insurance
BG	Bank Guarantee
DC	Data Center
DIT	Department of Information Technology
EMD	Earnest Money Deposit
ID	Identity
I/O	Input / Output
IP	Intellectual Property/ Internet Protocol
IT	Information Technology
KYE	Know Your Employee
LAN	Local Area Network
LoI	Letter of Intent
MIS	Management Information Systems
MSME	Micro Small Medium Enterprise
NDA	Non-Disclosure Agreement
NSIC	National Small Industries Corporation
OEM	Original Equipment Manufacturer
PO	Purchase Order
PSB	Public Sector Bank
PSU	Public Sector Undertaking
RFP	Request for Proposal
RO	Regional Office
SLA	Service Level Agreement
SP	Service Provider
TCO	Total cost to Ownership
TO	Technical Offer

Schedule of Events & Bid Details**RFP No: UBI/DIT/2018-19/FM for CO**

Date of issue of RFP/ Download Start Date & Time	15.11.2018 at 11.00 AM
Last date and time for submission of query	22.11.2018 up to 5.00 PM
End date and time of RFP Download	07.12.2018 up to 3.00 PM
Last date and time for submission of Bidding Document	07.12.2018 up to 4.00 PM
Date and Time of Technical Bid Opening	07.12.2018 at 4.15 PM
Place of opening of Bids (Online)	Union Bank of India, Department of Information Technology (5 th Floor), Technology Centre, Adi Shankaracharya Marg, Opp Powai Lake, Powai, Mumbai.
Contact Numbers	As above Tel:(022) 25710507/528/547
Cost of RFP	Nil
Earnest Money Deposit (EMD)	Rs.50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Union Bank of India valid for 6 months from the date of issuance of RFP with a claim period of 45 days.
Contact details	Interested Bidders are requested to send the email to: sanjeev@unionbankofindia.com , denis.xalxo@unionbankofindia.com & vikram.gaikwad@unionbankofindia.com containing below mentioned information, so that in case of any clarification same may be issued: 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.

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UNION BANK OF INDIA**1. Introduction**

Union Bank of India, a Public Sector Bank has its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021, and having Department of Information Technology at 1/1A, Adi Sankaracharya Marg, opp. Powai Lake, Powai, Andheri East, Mumbai-400072. The Bank has 4300+ branches spread across the country.

2. Objectives of the RFP

- 2.1. Union Bank of India (hereinafter called as “Bank” or “the Bank”) invites proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor” or “SP” or “Service Provider”) for Facility Management Services at Central Office.
- 2.2. Bank has set up Local Area Network (LAN) connecting all the floors of Central Office (CO) building. The back-plane connectivity is on fiber and the nodes on floor are connected through structured cabling using UTP cables and Cisco catalyst switches. There are more than 1500+ LAN points in the CO office.
- 2.3. Apart from the above office, some departments are located in World Trade Centre, Cuffe Parade and Earnest House, NCPA. There are about 100+ LAN points at each office.
- 2.4. LAN is used to provide network access to various IT Systems PCs, printers, servers, etc at the above mentioned offices. Bank has also deployed IBM’s Lotus Mail Messaging system to provide mail facility for all the users.
- 2.5. Union Bank of India intends to issue this bid document, hereinafter called RFP, to eligible Service Provider in India, hereafter called as “Bidders or Vendors”, to participate in the competitive bidding for providing Facility Management Service for the LAN, client-end management of Lotus mail messaging system, Operating System, etc. The Bank, for this purpose, invites proposal from Bidders. The ‘Request for Proposal’ (RFP) document is now being issued to enable vendors to submit their responses to the Bank. For commercial evaluation, the Bank will adopt ‘2 part bid’ process to finalize the L1 vendor.
- 2.6. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned in the document and should also be in a position to comply the technical specification.
- 2.7. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.8. Bank may not accept any deviations from the terms and conditions specified in the tender. Deviations could result in disqualification of the offer made by the vendor at the discretion of the Bank.

3. Invitation of Tender Bids

- 3.1. 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.
- 3.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.
- 3.3. 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.
- 3.4. The RFP Document can be downloaded from Bank's Website www.unionbankofindia.co.in or from Government portal eprocure.gov.in or e-Procurement Portal ubi.abcprocure.com. The response should be uploaded online at the e-procurement Portal ubi.abcprocure.com.

4. Eligibility Criteria of Bidder

Only those Bidders who fulfill all 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. 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 3 years.
- 4.2. The bidder must have minimum annual turnover of ₹ 75 lac in each year of previous consecutive three financial years (2015-16, 2016-17 and 2017-18) from Indian operations. In case the audited financials for the year 2017-18 is not available, CA Certificate should be submitted.
- 4.3. Bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in each of the last three financial years, (2015-16, 2016-17, and 2017-18). In case the audited financials for the year 2017-18 is not available, CA Certificate should be submitted.

- 4.4. The bidder should have experience of 3 years in Email & LAN support in facility management comparable to the scope (as per RFP clause 5) envisaged by Bank. (The bidder has to submit Purchase order /Certificate of performance for the same.)
- 4.5. The bidder should have at least two contracts for Facility Management services for Email & LAN support in last 3 years from Government/Semi-Government/BFSI organizations. (The bidder has to submit Purchase order /Certificate of performance for the same.)
- 4.6. The bidder should have support office at Mumbai / Thane / Navi Mumbai Municipal corporation limit. (Address and Contact details are to be submitted.)
- 4.7. 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 M](#).

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

Bidder will deploy 3 engineers under this contract to provide Facility Management service for LAN & IT system deployed at Bank's offices at Mumbai for three years. Bank will deploy the engineer at the above mentioned offices as per the requirements. Scope of work for the FM services is as under:

- 5.1 Bank has deployed LAN infrastructure in all offices. LAN switch at each floor are connected with Core Switch through Fiber link. The LAN switches are being managed by Bank's Network system integrator (NSI). Accordingly, the IP maintenance, switch configuration and management are managed by them. FM engineers will be responsible for maintenance of access points i.e. LAN distribution from each floor jack panel till wall I/O including the patch cable.
- 5.2 Bank has deployed Microsoft Active Directory service. All the users at Central Office are authenticated on AD for login access. FM engineers will be responsible to manage and configure the domain services in to client machines. In case of issue, FM engineer will co-ordinate with vendor maintaining the server to resolve the issues.

- 5.3 Bank has deployed Mail Messaging solution. The server side is managed by Mail team at DIT, Powai. FM engineer will be responsible for Installation and configuration of mail messaging clients such as Lotus Notes clients/Outlook express/MS Outlook clients on user machines if required, as part of maintenance of mail client without losing the mail file (.nsf/.pst).
- 5.4 FM engineer will manage and maintain the client side of the Mail Messaging solution for users at the above mentioned offices. Bank will provide documents for installation and configuration of various mail clients.
- 5.5 FM engineer will manage the client side of the Antivirus system deployed at above mentioned office for the users.
- 5.6 Bank is using Windows as operating system on client PCs. FM engineer will manage the operating system of client PCs like installation of OS, updating of patches, etc. and troubleshooting of OS issues. FM engineer might have to install other client applications used in the bank.
- 5.7 FM engineer will also be responsible for maintaining the record of LAN points, floor connectivity diagram and Inventory of IT Systems of above mentioned offices. FM engineer need to submit the inventory report to Bank's IT Manager on Monthly basis or as and when required.
- 5.8 FM engineers should provide the service from 8.00 am to 8.00 pm on daily basis at Central Office from Monday to Saturday. Engineers may be deputed to other offices as per requirement within Mumbai. FM engineer shift should not extend for more than 8 hours.
- 5.9 FM engineer should maintain the daily work sheet and submit status of reported problems to Bank's IT Manager on daily basis.
- 5.10 FM engineer need to coordinate with Bank's team, Passive network vendor and different services providers of the systems for rectification of problem/issues.

6. Terms of execution of work:

The vendor shall commence facility management services at Bank's Central Office, Mumbai within 2 weeks from the date of placement of Purchase Order. The successful vendor is required to work in coordination with the other contractors, vendors and Bank's Team.

7. Profile of Facility Management engineers

The FM engineers should be graduate and have at least 1 year of hands-on experience in management of LAN, Mail clients and Windows Operating systems in an organization and should have network/Windows OS/ Mail client

certifications. They should also possess experience in managing antivirus and application software. Successful bidder should submit experience certificates and certification details of FM engineers to the Bank.

8. Instructions for Bid Submission

8.1. Bid Security/EMD

- 8.1.1. The vendor should deposit bid security of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of a demand draft favouring Union Bank of India, payable at Mumbai 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.
- 8.1.2. EMD should be deposited with Mr. Vikram Gaikwad (022-25710507) or Mr. Sanjeev Kumar (022 - 25710528) of Procurement Department, DIT at the address mentioned in place of opening of bids. IFSC Code for verification of EMD is UBIN0556688 and Branch Name is Powai.
- 8.1.3. 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:
 - 8.1.3.1. No interest will be payable on the Bid Security amount.
 - 8.1.3.2. Bid Security of unsuccessful vendors will be refunded to the bidders after completion of the bid process.
- 8.1.4. Bid Security will be forfeited in the following cases:
 - 8.1.4.1. If a bidder withdraws its bid during the period of bid validity;
 - 8.1.4.2. 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.
 - 8.1.4.3. In case of a successful Bidder, if the Bidder fails:
 - 8.1.4.4. To execute Contract within the stipulated time:
 - 8.1.4.5. To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.
- 8.1.5. The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) valid for contract period with the claim period of three months as per the format mentioned in [Annexure O](#) for 10% of contract value/TCO

8.2. Performance Bank Guarantee

The successful bidder shall provide a Performance Bank Guarantee for 10% of contract value valid for 3 years within 60 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure R with a claim period of 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled Commercial Bank, other than Union Bank of India.

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 bank 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.

8.3. Language of Bid

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

8.4. 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.

8.5. 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.

8.6. 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.

- 8.6.1. All pages of the bid should be initialed by the person or persons signing the bid.
- 8.6.2. Bid form as per [Annexure B](#) should be signed in full & official seal affixed.
- 8.6.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- 8.6.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- 8.6.5. 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.

8.7. Two part Bid

The Bid should be submitted online at the e-Procurement site <https://ubi.abcprocure.com> by the Bidder. It should comprise the following components:

- 8.7.1. Technical bid - Part I: "Technical Bid for Facility Management Services at Central Office".
- 8.7.2. Commercial bid - Part II: "Commercial Bid for Facility Management Services at Central Office".
- 8.7.3. Any bid document not conforming to any one of the above terms will be rejected.
- 8.7.4. 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.

8.8. Technical Bid

- 8.8.1. 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.
- 8.8.2. The Technical Bid - Part I must be submitted online.
- 8.8.3. The following Original document is to be submitted in physical form, in addition to submitting it online, to the Bank on or before last date & time of bid submission:
 - 8.8.3.1. 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 Mumbai or Bank Guarantee from scheduled commercial Bank other than Union Bank of India as per [Annexure K](#).
- 8.8.4. The following documents are to be submitted online at the e-procurement site <https://ubi.abcprocure.com>.
 - 8.8.4.1. 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.
 - 8.8.4.2. [Annexure A](#) - Letter of Acceptance
 - 8.8.4.3. [Annexure B](#) - Bid Form
 - 8.8.4.4. [Annexure C](#) - Bidder's Profile Format
 - 8.8.4.5. [Annexure D](#) - Eligibility Criteria
 - 8.8.4.6. [Annexure E](#) - Compliance to RFP terms & conditions
 - 8.8.4.7. [Annexure F](#) - Reference Site Details
 - 8.8.4.8. [Annexure G](#) - Un-priced Commercial Bid
 - 8.8.4.9. [Annexure L](#) - Confidentiality / Non Disclosure Agreement
 - 8.8.4.10. [Annexure M](#) - Undertaking By Bidder
 - 8.8.4.11. [Annexure N](#) - Know Your Employee (KYE)
 - 8.8.4.12. Signed & Sealed copy of all the pages in RFP and corrigendum if any is to be submitted online along with the technical bid.
 - 8.8.4.13. Photocopies of relevant documents / certificates as proof in support of various information is to be submitted online in aforesaid annexure and other claims made by the vendor.
 - 8.8.4.14. Documents and brochures pertaining to implementation design that will be deployed for executing the proposed facility management.
- 8.8.5. 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.

- 8.8.6. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 8.8.7. 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.
- 8.8.8. 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) 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.

8.9. 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:

- 8.9.1. The Commercial Offer should be submitted online at the e-Procurement site <https://ubi.abcpurchase.com> as per [Annexure H](#) by way of entering the values at the site. This must contain all price information.
- 8.9.2. The vendors 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.

8.10. RFP Clarifications

- 8.10.1. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought in writing or sent to sanjiiiev@unionbankofindia.com, denis.xalxo@unionbankofindia.com and vikram.gaikwad@unionbankofindia.com with subject "RFP Clarifications - Facility Management Services at Central Office" as per the date given in the schedule of events of this RFP document.

- 8.10.2. 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.
- 8.10.3. Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.unionbankofindia.co.in or at government tender portal www.eprocure.gov.in and at e-procurement site ubi.abcpocure.in.

8.11. Technical Bid Evaluation

- 8.11.1. 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.
- 8.11.2. 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.
- 8.11.3. 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.
- 8.11.4. All the latest Government of India Guidelines for preference to small and micro enterprises will be applicable.

8.12. Commercial evaluation process

- 8.12.1. Commercial bids of only technically qualified short listed bidders will be opened for finalization of L1 bidder.

8.12.2. 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.

8.12.3. The Bank shall follow all the guidelines/notifications for public procurement.

8.13. Award of contract

On completion of evaluation of commercial bids, Bank will determine the L1 bidder and contract will be awarded to the L1 bidder.

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.

8.14. Price Composition

8.14.1. The bidder should clearly furnish the estimated cost matrix strictly as per structure provided in the [Annexure H](#) only. Any deviation will lead to bid rejection. Also no options should be quoted other than as per the Bill of material. Wherever options are given, the bid may be rejected.

8.14.2. The commercial offer shall be on a fixed price basis for the FM engineer's services and should be valid for 3 years.

8.14.3. The price quoted should be inclusive of all charges for facility management services rendered as per Bill of Material for Bank's requirement but excluding GST (CGST/SGST/IGST), which will be paid at actual.

8.14.4. Bank will not pay any Labour charges, transportation, Road Permit, work permit, installation of hardware and any other items separately. All such costs, if any, should be absorbed in the TCO.

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

8.14.6. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

9. Rejection of Bid

The Bid is liable to be rejected if:

- 9.1. The document does not bear signature of authorized person in each page and duly stamped.
- 9.2. It is received through Fax/E-mail/dropped in tender box.
- 9.3. It is received after expiry of the due date and time stipulated for Bid submission.
- 9.4. 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.
- 9.5. It is evasive or contains incorrect information
- 9.6. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. is made.
- 9.7. 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.
- 9.8. Non submission of bid security/EMD signed by authorized signatory in physical form.

10. 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.

11. RFP Response

- 11.1. If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected.
- 11.2. 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.
- 11.3. Bid properly documented should be submitted by uploading at <https://ubi.abcprocure.com> at stipulated date & time mentioned in the RFP.

12. Liquidated Damage

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

- 12.1. The overall LD during implementation will be to a maximum of 10% of the Contract value.
- 12.2. Bank can deduct the amount of liquidated damages from any money belonging to the Successful bidder in its hands (which includes BANK's right to claim such amount against Successful bidder's Performance Bank Guarantee) or which may become due to the Successful bidder.
- 12.3. Bidder has to deploy engineers within 2 weeks from the date of purchase order. For any delay in deploying of the engineers beyond 2 weeks, Bank will charge penalty of Rs. 0.5% per week.
- 12.4. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- 12.5. Bank reserves the right to condone the delay, if it is not attributable to the Successful bidder.

13. Service Level Agreement and Penalties

The Bidder will take total responsibility for placing of FM engineers at Central Office & WTC, Cuff Parade or any specified location by Bank as per the details given above for management of LAN, Mail clients, Antivirus, Windows operating system and client end applications during the contract period of 3 years. The successful bidder should sign Service Level Agreement (SLA) with our office (Department of Information Technology) for Facility management for Bank's Central Office LAN and systems. 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.

- 13.1. The Bidder shall have to enter into an agreement with Bank covering all terms and conditions of this tender.
- 13.2. 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.

13.3. The penalty is capped at maximum 10% of Project Cost.

13.4. If Bidder fails to provide FM engineer on any working day, a penalty of Rs.250/- per day per engineer will be levied by Bank in addition of deducting the charges for that number of days in prorated basis (Calculation of Charge = (monthly charges/working days) * no. of days absent)).

13.5. In case engineer intends to leave the firm, Bidder should inform the Bank 15 days in advance and depute new engineer 2 weeks prior to last working day of existing engineer for proper handover of work.

13.6. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

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 facility management services will be as follows:

15.1. The cost of services will be paid quarterly in arrears. No advance will be paid for procurement of material etc.

15.2. TDS on payments will be deducted as applicable.

15.3. All the payments will be made to bidder electronically 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, LD, etc. if any.

15.5. Successful Bidder agrees that Bank to hold or deduct the amount from its invoices, for non-performance or part performance or failure to discharge obligations under the Contract.

16. Minimum Wages and compliance of laws

The successful bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. The bidder should ensure that they comply with all local laws and labour laws applicable to the

services undertaken, Bank shall not be liable for any injuries/damage caused to the personnel employed by the bidder for execution of work and bidder shall ensure all protection including insurance to the personnel employed.

17. General Terms

- 17.1. Bank is entitled to all material and immaterial benefits of the equipments and the services of Facility Management Services at Central Office and bidder shall have no claim whatsoever on any of the said equipment or services.
- 17.2. The successful bidder shall ensure that all his representatives, employees engaged in the contract are well qualified to carry out the job and shall carry identify card during the course of contract.
- 17.3. The bidder assures that they are not blacklisted by any organization and none of the personnel employed are under any criminal investigation and should be of good conduct.

18. 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.

19. Paying Authority

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

20. 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:

- 20.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the Bank;
- 20.2. 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;

- 20.3. 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
- 20.4. To treat all Information as Confidential Information.
- 20.5. The Selected Bidder shall be required to sign a Non Disclosure Agreement with Bank as per prescribed format provided in [Annexure L](#) within seven days of issuing the order/letter of intent.

21. Indemnity

- 21.1. 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
 - 21.1.1. An act or omission of the Bidder, its employees of the consortium, if any, in the performance of the services provided by this contract,
 - 21.1.2. breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder,
 - 21.1.3. use of the deliverables and or services provided by the Bidder,
 - 21.1.4. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all services 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,
 - 21.1.4.1. The Bank notifies the bidder in writing in a reasonable time frame on being aware of such claim,
 - 21.1.4.2. The Bidder has sole control of defense and all related settlement negotiations,
 - 21.1.4.3. The Bank provides the Bidder with the assistance, information and authority as it deems fit to perform the above.
- 21.2. 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.
- 21.3. Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, employees, agents etc, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose

significant risk.

- 21.4. 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.
- 21.5. The bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, liabilities, penalties, fines and suits arising from:
- 21.5.1. Non-compliance of the bidder with Laws/ Governmental /statutory Requirements in respect of the services.
 - 21.5.2. IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - 21.5.3. Negligence and misconduct of the Bidder, its representatives, employees or agents.
 - 21.5.4. Breach of any terms of RFP, Representation or Warranty.
 - 21.5.5. Act or omission in performance of service.
 - 21.5.6. Loss of data due to any of the reasons mentioned above.
 - 21.5.7. Leakage or damage to data of bank arising from the assignment undertaken.
- 21.6. 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 services of the supplied solution, the Bidder on its own expense will undertake to defend the Bank.
- 21.7. 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.
- 21.8. On its part, the Bank will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- 21.9. The Bidder must undertake to indemnify that all the services delivered are as per agreed terms. If at some stage it is discovered that the services 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.

22. 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.

- 22.1. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors used by Vendor in performing its obligations under this Project.
- 22.2. 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.
- 22.3. 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.

23. 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.

24. Responsibility for Completeness

- 24.1. 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.
- 24.2. 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.

25. Ownership and Retention of Documents

- 25.1. 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.

- 25.2. 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.
- 25.3. 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. Force Majeure

- 26.1. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
- 26.1.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
 - 26.1.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
 - 26.1.3. Terrorist attacks, public unrest in work area;

27. Exit Clause

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

- 27.1. Failure of the bidder to accept the contract within the time stipulated by Bank from the date of receipt of Purchase Order.
- 27.2. Delay in delivery beyond the specified period.
- 27.3. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 60 days from receipt of purchase contract.
- 27.4. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;

- 27.5. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
- 27.6. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security given by the Bidder.

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.

28. Termination of Contract

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.

The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following by giving 30 days notice:

- 28.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
 - 28.1.1. The Successful bidder goes into liquidation voluntarily or otherwise or facing/declared bankrupt/insolvent.
- 28.2 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- 28.3 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.
- 28.4 Non-satisfactory performance of the selected bidder during implementation and operation.
- 28.5 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.
- 28.6 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 28.7 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.

- 28.8 Selected bidder is found to be indulging in frauds.
- 28.9 The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- 28.10 In the event of sub contract or assignment contrary to the terms of agreement.

29. Limitation of Liability

Vendor'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:

- 29.1. The infringement indemnity; or
- 29.2. Bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence.
- 29.3. Financial loss due to delay in service/delivery or claim for damages due to breach of contract.
- 29.4. 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.

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 Vendor under this project.

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 Mumbai, Maharashtra State, India only.

29. Assignment/sub contract

The successful bidder cannot assign/sub contract without permission from bank.

30. Submission of Bids

The bidders have to submit bid (all documents) through online submission as per requirement of RFP on e-Procurement site <https://ubi.abcpurchase.com>. In addition to the online 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 General Manager,
Union Bank of India,
Department of Information Technology,
Technology Centre, Adi Shankaracharya Marg,
Opposite Powai Lake, Powai,
Mumbai - 400072.

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

31. Jurisdiction

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

32. Annexure A - Letter of Acceptance

Date:

Letter to the bank on the bidder's company letterhead

To,

The General Manager
Union Bank of India
Technology Centre, 5th floor,
Department of Information Technology,
Adi Shankaracharya Marg,
Powai, Andheri (East),
Mumbai, 400072

Dear Sir,

Subject: Our bid for Request for Proposal (RFP) for Facility Management Services at Central Office.

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 Facility Management Services at Central Office 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 Mumbai, towards bid security, details of the same is as under:

No. :

Date :

Name of Issuing Bank :

Dated at _____ this _____ day of _____ 2018

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)

33. Annexure B - Bid Form

Ref No.....

Place:

Date:

To,
The General Manager
Union Bank of India,
Technology Center,
Department of Information Technology,
Adi Shankaracharya Marg,
Powai, Andheri(East),
Mumbai - 400072

Dear Sir,

Having examined the Request for Proposal (RFP) Ref No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver, install 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/ 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 2018

(Signature)

(In the capacity of)

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

34. 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(if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Turnover (in ₹lac)	Operating Profit (₹in lac)
	2015-16		
	2016-17		
	2017-18		
	(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 2018

(Signature)

(In the capacity of)

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

35. Annexure D - Eligibility Criteria

Sl. No.	Criteria	Documents to be submitted	Compliance Yes/No
1	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 3 years	Relevant Document of registration.	
2	The bidder must have minimum annual turnover of ₹ 75 lac in each year of previous consecutive three financial years (2015-16, 2016-17 and 2017-18) from Indian operations. In case the audited financials for the year 2017-18 is not available, CA Certificate should be submitted.	Audited Financial statements are to be submitted.	
3	Bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in each of the last three financial years, (2015-16, 2016-17, and 2017-18). In case the audited financials for the year 2017-18 is not available, CA Certificate should be submitted.	Audited Financial statements of last three years to be submitted.	
4	The bidder should have experience of 3 years in Email & LAN support in facility management comparable to the scope (as per RFP clause 5) envisaged by Bank.	The bidder has to submit Purchase order /Certificate of performance for the same.	
5	The bidder should have at least two contracts for Facility Management services for Email & LAN support in last 3 years from Government/Semi-Government/BFSI Sector.	The bidder has to submit Purchase order /Certificate of performance for the same.	
6	The bidder should have support office at Mumbai / Thane / Navi Mumbai Municipal corporation limit.	Address and Contact details are to be submitted.	

7	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 M.	
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Place:**Date:****Authorized Signatory:****Name & Designation:****Business Address & email id:**

36. Annexure E - Compliance to RFP terms & conditions

Sl. No.	Clause Details	Bidder's Compliance (Yes/No)
1	Introduction	
2	Objectives of the RFP	
3	Invitation of Tender Bids	
4	Eligibility Criteria of Bidder	
5	Scope of Work	
6	Terms of execution of work	
7	Instructions for Bid Submission	
8	Rejection of Bid	
9	Modification and Withdrawals of Bid	
10	RFP Response	
11	Liquidated Damage	
12	Service Level Agreement and Penalties	
13	Patent Rights	
14	Price Validity	
15	Payment Terms	
16	Minimum Wages and compliance of laws	
17	General Terms	
18	Authorised Signatory	
19	Paying Authority	
20	Confidentiality	
21	Indemnity	
22	Intellectual Property Rights	
23	Non-Transferable Offer	
24	Responsibility for Completeness	
25	Ownership and Retention of Documents	
26	Limitation of Liability	
27	Force Majeure	
28	Exit Clause	
29	Assignment / Subcontract	
30	Termination of Contract	
31	Limitation of Liability	
32	Arbitration	
33	Jurisdiction	
34	Submission of Bids	

Place:

Authorized Signatory:

Name & Designation:

37. Annexure F - Reference Site Details

The reference sites submitted must be necessarily of those Banks/Companies where the proposed services have 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	
a. Network Topology b. Security features c. Maintenance & support	

(Enclose necessary documentary proof)

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

Dated this..... Day of 2018

(Signature)

(In the capacity of)

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

38. Annexure G - Un-priced Commercial Bid

(To be submitted with Technical Offer)

Sl. No.	Item Description	Total cost per year for 3 Engineers	No. of Years required	Total cost for 3 years for 3 Engineers	Submitted (Yes/No)
1	FM engineer charges for 3 Engineers	X	3	X	

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 bids 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. Bidder will be responsible for meeting all statutory requirements.
6. Bank will not pay any Labour charges for transportation, 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:**Name & Designation & mail id :****Place:****Date:**

39. Annexure H - Commercial Bid

Sl. No.	Item Description	Total cost per year for 3 Engineers	No. of Years required	Total cost for 3 years for 3 Engineers
1	FM engineer charges for 3 Engineers		3	

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 bids 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. Bidder will be responsible for meeting all statutory requirements.
6. Bank will not pay any Labour charges for transportation, 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.

Place:

Date:

Authorized Signatory:

Name & Designation & mail id :

Business Address:

40. Annexure J - 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.

41. Annexure K - Format of Bank Guarantee for EMD

Date:

To,
The General Manager,
Department of Information Technology,
Union Bank of India,
1/1A, Adi Sankaracharya Marg,
Opp, Powai Lake, Powai.
Andheri East, Mumbai - 400072

Dear Sirs,

In response to your invitation to respond for RFP for Facility Management Services at Central Office, Mumbai. 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 bidder 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)

42. Annexure L- Confidentiality / Non Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2018, and shall be deemed to have become in full force and effect from (the “Effective Date”).

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

AND

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

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

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

WHEREAS:-

- i. Vendor inter-alia is engaged in the business of providing 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 Mumbai.

14. Indemnity

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

15. Modification

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

16. Headings

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

17. 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 _____ 2018

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

.....

43. Annexure M - Undertaking By Bidder

Place:
Date:

To:

The General Manager,
Union Bank of India,
5th floor, Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

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

44. Annexure N - Know Your Employee (KYE)

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

To
The General Manager
Union Bank of India,
Department of Information Technology,
Technology Center,
1/1A, Adi Shankaracharya Marg, (JVLR),
Opp. Powai Lake, Powai, Andheri (East),
Mumbai- 400072

UNDERTAKING

1. We _____ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We 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.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for _____ (Name of the RFP)."

Signature of Competent Authority with company 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 _____

45. Annexure O - Format of Performance Bank Guarantee**(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 Registered Post with Acknowledge Due.

To
 Union Bank of India,
 5th floor, Technology Centre, Union Bank of India,
 Adi Shankaracharya Marg, Opp. Powai Lake,
 Powai, Andheri (East),
 Mumbai-400072.

Dear Sir,

In consideration of Union Bank of India, 5th floor, Technology Centre, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Andheri (East), Mumbai-400072, placing an order for Implementation of & on _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (hereinafter called the said contract), we _____ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the) for Facility Management Services at Central Office as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we _____ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until _____ , whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before _____.

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

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

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

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

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

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed 10% of the TCO.
- II) This bank guarantee shall be valid up to _____.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____ before 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

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

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