Tender Document

Tender Reference Number:

CO:DIT:PUR:2017-18:241

Request for Proposal

For

Desktop Backup Solution

Cost of RFP Rs.5,000/- (Rs. Five Thousand only)

TABLE OF CONTENTS

List of abbrivations

List of abbrevations used in this RFP

AMC –	Annual Maintenance Contract
ATS –	Annual Technical Support
BOM –	Bill of Material
CBS –	Core Banking Solution
CO	Central Office
DC –	Data Centre
DR	Disaster Recovery
DRC –	Disaster Recovery Centre
EMD –	Earnest Money Deposit
EOL –	End of Life
EOS –	End of Support
OEM –	Original Equipment Manufacturer
OTC –	Officers Training College
PBG –	Performance Bank Guarantee
RFP –	Request for Proposal
RO	Regional Office
SLA –	Service Leval Agreement
UAT –	User Acceptance Test
ZO	Zonal Office
ZSTC	Zonal Staff Training Centre
Secondary Site	Hyderabad
Central Office	Nariman Point Mumbai
Primary Site	Navi Mumbai
PO	Purchase Order
Vendor	Successful bidder
Contract Period	5 year from the date of commissioning
OEM	Original Equipment Manufacturer

Invitation for Tender Offers

Central Bank of India invites sealed tender offers (technical offer and commercial offer separately) from the eligible bidders for setting a Desktop Backup System at Banks Central Office, Chandermukhi Building, Nariman Point, Mumbai up and its secondary sites at Hyderabad & a Facility Management Services (FMS) for taking backup of Desktops, Laptop, Mobile devices of the Bank and accessing the same on web browser & Mobile devices and accessing the same on Banks network and internet, as specified in this tender document.

Bid related details are given below:

Tender Reference	**CO:DIT:PUR:2017-18:**
Earnest Money Deposit	Rs. 2,00,000/ (Rs. Two Lakh only)
Availability of RFP document	10-04-2017 onwards
Submission of Queries, Error & Omissions in respect of RFP.	By 17-04-2017 by 15.00 Hrs, or before.
Date, Time and Venue of **Prebid meeting**	**20-04-2017 at 15:00 Hrs** Central Bank of India, Dept of Information Technology, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai–400 614
Last Date, Time and Place for receipts of tender offers	**09-05-2017** at 15:00 Hrs at above mentioned address
Date, Time and Place of Technical Bid Opening	**09-05-2017 at 15:30 Hrs** at above mentioned address
Address for Communication	Assistant General Manager IT, Central Bank of India, Dept of Information Technology, Plot No.26, Sector 11, CBDBelapur, Navi Mumbai – 400 614
Contact Telephone Numbers	022-67123669/67123613
Email Id:	smitpurchase@centralbank.co.in smcbswindows@centralbank.co.in cmitd@centralbank.co.in

It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address at least two days before the date of the Prebid meeting.

Cost of RFP document Rs. 5,000/- (Rs. Five thousand only) (non refundable) to be paid in the form of Demand Draft or Banker cheque and should be submitted prior to the pre bid meeting.

If any bidder chooses not to attend the prebid meeting, their queries if any may not be entertained by the Bank. However, they will be allowed to participate in the RFP process and the said Cost of the RFP document can be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers. The document cost should be submitted in a separate envelope.

Earnest Money Deposit of Rs.2,00,000/-(Two lacs rupees only) must accompany all tender offers (as specified in this tender document).EMD should be submitted along with the "Technical Offer".

Tender offers (Technical) will be opened, in the presence of the tenderer's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.

Assist. General Manager-IT

Terms and Conditions

Central Bank of India invites the bidder's attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.

1. Two Bid System Tender

Offers (Technical & commercial) must be serially numbered and submitted at the same time, giving full particulars in **separate sealed envelopes** at the address given below, on or before the date and time given above. All envelopes should be securely sealed, numbered and stamped.

One copy of technical offer and one copy of the commercial offer should be submitted to the Central Bank of India.

Bank's address
Central Bank of India, Department of Information Technology, 1st Floor, Plot No. 26, Sector – 11, Opp to CBD Railway Station, CBD Belapur, Navi Mumbai – 400614

All the envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder

Bank will go for Reverse auction process also. All technically qualified Bidders would participate in the reverse auction through the e-tendering process. The bidder has to participate in the e-tendering process adopted by the Bank and comply with the procedure mentioned in the e-tendering process prescribed by the Vendor appointed by the Bank for e-tendering. Bank reserves its right to open the commercial offer of all the technically qualified Bidders before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction. However there would be no compulsion on the part of the Bank to accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.

The lowest of the Reverse Auction quoted by the bidder would be considered as Final and shall be binding on the bidders. L1 bidder should provide price bifurcation within 48(fourty eight) hours of bid completion otherwise L1 bidder's bid may be rejected and L2 bidder will be asked to submit their price bifurcations.

ENVELOPE-I (Technical Offer): (T.O.)

The Technical offer should be complete in all respects and contain all information asked for, except prices. The T.O. should include all items asked for in **Annexure A**. The technical offer **should not contain any price information**. The T.O. should be complete to indicate that all products and services asked for are quoted. For example, the Technical Offer should mention that charges are included in the Commercial Offer, without mentioning the actual amounts in the T.O.

ENVELOPE-II (Commercial Offer):

The Commercial Offer (C.O) should give all relevant price information and should not contradict the T.O. in any manner.

These two envelopes containing the Technical and Commercial Offer should be **separately** submitted. Please note that if any envelope is found to contain both technical and commercial offer, then that offer will be rejected outright.

Schedules of the Tender

The bidder must ensure that with all products as specified in the above schedule indicated in bill of material of this tender, it is in a position to create the integrated system and successfully install and commission so as to provide a complete, successful, cost-effective and efficient solution.

2. Date of Submission

The proposal should reach the Bank on or before date and time mentioned above. The proposals received later than the above scheduled date and time will not be accepted. The email address and phone/fax numbers of the bidder should also be indicated on the sealed cover. The details in both the Bids should be exactly as stipulated and otherwise the offer is liable to be rejected.

3. It is not an offer

This RFP is not an offer by Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the successful bidder.

4. Proposal Process Management

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more resubmissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without reissuing the RFP. Bank has every right to award the contract even if only one bidderis eligible after technical evaluation.

5. Scope of Work

a) The Successful bidder has to supply and install all the hardware and software required to work as Desktop Backup System at Banks Office at Central office Mumbai, Primary Site Navi Mumbai and Secondary site Hyderabad.

b) Successful bidder has to configure and maintain the Banks Desktop Back system with required configuration. Replicated copy of the server should be installed at Banks Secondary Site. At Central Office Mumbai a Back up Server should be installed which will replicate with Primary and Secondary Site.

c) The successful bidder has to supply all the required Operating System Licenses and Backup Software Licenses and any other software licenses required for successful installation of the solution.

d) The successful bidder has to ensure that the application/software is free from embedded malicious / fraudulent code. Confirmation/undertaking should be submitted to this effect.

e) The access through Internet should be in a secured mode. Separate Server should be factored in DMZ for Internet Access for both the location Navi Mumbai and Hyderabad.

f) The solution should be integrated with Bank's Active Directory.

g) The successful bidder has to install and configure the Tape library, Tape drives and Tape catidges to work with Backup software to take Back of the Servers and Backup Data in the NAS Box / Storage at Navi Mumbai and Hyderabad location.

h) The successful bidder has to provide warranty and AMC support for the hardware and software for 5 (five) years from the date of successful installation and commissioning of the System.

i) The successful bidder has to provide a FMS Engineer at Mumbai to manage the Servers and Clients.

j) In case of any hardware failure, replacement part should be provided immediately, before taking failed equipment out. Bank may sanitize / degauss Hard Disk Drives / Magnetic media before replacement / sending out of Bank premises.

k) All licenses should be in the name of the Bank.

6. Date of Bid Expiration

Proposals must be valid for a minimum of 180 (one eighty) days from the date of technical bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

7. Format for Technical Offer

The Technical offer must be made in a structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form.

The suggested format for submission of technical offer is as follows:

1. Index
2. Covering letter.
3. Details of the bidder.
4. Bill of materials. This table should not contain any price information.
5. Technical Offer with Specifications, complete with all the columns filled in.
6. Block diagram of the solution offered.The block diagram will contain the following information
   - The equipments used in the solution.
   - Different modules used.
   - Cables and other components included in the offer.
   - Interconnection of all the components offered.
   - Full details of the proposed solution in terms of technical capabilities.
7. Scheduled date of commencement of delivery and completion of the project
8. Project Schedule for completing the work (Delivery and implementation)
9. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
1	Technical		

	evaluation and performance evaluation		
x			

10. Warranty details (for all relevant schedules). This should not contain any price information.
11. Printed Technical Brochures and data sheets pertaining to different components offered.
12. Manufacturer's Authorization Form.
13. The support and Maintenance plan for the Bank for the services to be provided during the warranty maintenance period.
14. Supporting documents, as asked for in the tender document.
15. Valid Bank Draft for EMD.

8. Bidder's Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in theRFP. The proposal must be signed by an official authorized to sign on behalf of Bidder Firm/Company. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

9. RFP Ownership

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, interalia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documentsand any appendices (which are collected directly from Bank, other than through website) must be returned to Bank immediately.

10. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder, shall become the property of Central Bank of India.

11. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.

12. Bidder Status

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

13. Bid Security

The Bidder is required to submit an interest free deposit of Rs 2.00 (Two) lacs towards bid security amount (EMD) by way of a Demand Draft or Bank Guarantee issued by a Nationalized / PSU Bank/ Scheduled commercial Bank, in favor of "**CENTRAL BANK OF INDIA"** as a part of the proposal.

The said bid security amount (EMD) will be forfeited, if the Bidder withdraws his proposal during the period of the proposal validity; or if the bidder, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

The Demand Draft towards bid security amount (EMD) of the unsuccessful bidder(s) will be returned after completion of tendering process. However the EMD of successful bidder will be returned after submission of Performance Bank Guarantee (PBG) as per terms of the agreement

14. Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

15. Right to Reject

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any bidder, which shall be binding on all bidders.

16. Other General Conditions

- All responses received after the due date/time would be considered late and would be rejected.
- All responses by the bidders to this RFP document shall be binding on such bidders for a period of 180(one eighty) days after the submission ofthe bids.
- Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- Bank reserve the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- Any technical or commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids.
- Each offer should specify only a single solution which is cost effective and meet the tender specifications and should not include any alternatives.
- The bidder shall bear all costs associated with the preparation and submission of its bid, attending prebid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- The bidder shall also indemnify Bank against all third party claims of Intellectual Property Rights infringement such as Patent, Trademark, Copy Right or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights, arising from the use of the Goods or any part thereof in India, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer's fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/email/registered post etc.
- Thesuccessful Bidder and Bank should execute:

  a. Service Level Agreement: This would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank.

b.SLA Schedule is as under:

Systems Maintenance Task

Bidder shall provide personnel support during warranty period.

NonDisclosure Agreement. The successful bidder should execute the SLA and NDA as per format of the bank within one month from the date of acceptance of Letter of Appointment.

17. Payment Terms

The Bank will make payment to the successful bidder only electronically through CO as per following terms on submission of invoice:

i. Payments will be made on submission of Performance Bank Guarantee (as per the Bank's standard format) for 10% of the order value valid for the entire period of Contract including Grace period (Five years with additional claim period of 3 months). This bank guarantee will be linked to the Warranty, AMC & FMS Service obligations of the vendor.
ii. 40 % of the Hardware value will be paid on delivery of all equipments ordered on submission of invoice.
iii. Rest of the order value will be paid on completion of installation, commissioning and acceptance of installation of all the equipments ordered on submission of invoice.
iv. 100% of the installation & commissioning charges on completion of acceptance of commissioning on submission of invoice.
v. FMS charges will be paid at the end of each quarter on submission of invoice.
vi. Hardware AMC charges will be paid at the end of each quarter on submission of invoice. The warranty will start after acceptance of Installation by the Bank and AMC will start on expiry of Warranty Period.
vii. Software AMC/ATS charges will be on renewal of subscription of the licenses and on submission of original invoices. The warranty will start after acceptance of Installation by the Bank and AMC will start on expiry of Warranty Period.
viii. Bank shall not make any AMC payment for the particular period, where support not provided by vendor.

18. Costs &Currency Price Composition

The bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs and taxes like import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank **but exclusive of any SalesTax/VAT, Service Tax and Octroi / EntryTax / equivalent local authority cess applicable in India only , which shall be paid /reimbursed on actual basis on production of bills.** Further, receipts of such payments made to relevant authorities must be produced for Octroi /EntryTax/ equivalent local authority.The Bank will not pay any other taxes, cost or charges.

Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

Insurance

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

Should any loss or damage occur, the selected Bidder shall: -

i. Initiate and pursue claim till settlement and

ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

Taxes

The consolidated fees and charges required to be paid by the Bank against each of the specified components under this Agreement shall be all-inclusive amount with currently applicable taxes. The Vendor shall provide the details of the taxes applicable in the invoices that shall be raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes from the payments due/ payments to vendor which includes TDS. The service tax shall be paid by the vendor to the concerned authorities. In case of any variation (upward or down ward) in Government levies / taxes / VAT/cess / excise / custom duty etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes or octroi whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies.

"Variation" would also include the introduction of any new tax /cess /excise. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.

Privacy and security safeguards

i. The Vendor 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 Vendor or existing at any Bank location. The Vendor 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 Vendor 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 Vendor or existing at any Bank location.
ii. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
iii. The Vendor hereby agrees that they will preserve the documents.

19. Fixed Price

The commercial offer shall be on a fixed price basis, excluding of taxes. No price variation relating to increases in dollar price variation etc. is permitted.

20. Project Completion Time

The Bidder shall be responsible for delivery, installation & commissioning of all the equipments ordered at the site and for making them fully operational at no additional charge within 16 (Sixteen) weeks of receiving the purchase order. The installation should be done in such a way that it does not affect the normal operations of the Bank in any way.

Appropriate insurance to cover the equipment for the transit period and till the time of its acceptance by Central Bank of India at the respective site is to be taken by the bidder. At the discretion of Central Bank of India, there will be an acceptance test conducted by the bidder in presence of Central Bank of India officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware/software supplied, Central Bank of India may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.

21. Completeness of Installation

The installation will be deemed as incomplete if any of the component and other necessary accessories and equipments or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Central Bank Of India after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 15(fifteen) days.

22. Liquidated Damages

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the Security Operations Center) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the of the order value of the Device, Software per week or part thereof until actual delivery or performance, (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contractand other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

23. Blacklisting

The Bank reserves its right to blacklist to concern Vendor to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP/Agreement.

24. OrderCancellation

Central Bank of India reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection or during Installation.

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages by foreclosing the bank guarantee given by the supplier against the advance payment.

25. AcceptanceTests

At the discretion of Central Bank of India, acceptance test will be conducted by the bidder at the site of installation in the presence of the officials of Central Bank of India and/or its nominated consultants. There shall not be any additional charges payable by Central Bank of India for carrying out this acceptance test. Central Bank of India will take over the system on successful completion of the above acceptance

26. Hardware Warranty

The offer must include a minimum **Three years comprehensive on-site warranty** from the date of installation and acceptance of the system by Central Bank of India. The warranty will start only after acceptance of Installation.

The bidder has to submit document for back to back agreement with the Hardware OEM (Original Equipment Manufacturer). The Vendor should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the entire Project. So that continuity is maintained for project in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of vendor. If the OEM provides login username & password for downloading firmware, other software's then the vendor has to pass on the same to Bank. Bidder shall be fully responsible for the manufacturer's warranty in respect of quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace at the installed site all defective components and upgrade the firmware, at no additional charge to Central Bank of India.

If any of the components are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Central Bank of India.

27. Software Warranty

The offer must include a minimum one-year comprehensive on-site warranty from the date of installation and acceptance of commissioning of the system by Central Bank of India. The warranty will start only after complete installation and acceptance of commissioning of software working as a unit of backup solution.

The software warranty will includes all the system and application software provided by bidder, including operating systems, Application software etc., and bidder shall provide supplying and install new version/s, releases, upgrades, updates of software and any issue in the system for one year. The bidder shall update any patches/security fixes etc in all the systems installed by him as and when such fixes are available. Before porting new patches/bug fixes, the bidder shall test the same thoroughly at his site and details of such patches/bug fixes ported may be informed on a quarterly basis. If some new upgrade is released during the Warranty period then the bidder has to install the upgrade software and make it work successfully on the Central Bank of India network.

28. Annual Maintenance Charges

Hardware

The bidder should also quote separately for Annual Comprehensive Maintenance at site for the 4th year from the date of expiry of the warranty period (post-warranty). This rate should be quoted as:

- 4th year comprehensive on-site warranty charges in Indian rupees

The offer must give commitment to provide maintenance at the price quoted as above for 5th year. Bidders are required to maintain the equipment supplied for at least Five years from the date of acceptance by

Central Bank of India. However the Bank reserves the right to discontinue the AMC and award the same to any other vendor without assigning any reasons whatsoever.

Central Bank of India will pay AMC Charges at the end of each quarter for every quarter on submission of invoice.

It may be noted that Central Bank Of India reserves its right to ask for a performance bank guarantee to the tune of 15 % of the value of the order, for thee years duration, if AMC charges quoted by the bidder are abnormally low (below 4 % of the hardware cost). Central Bank of India also reserves its right to decide on this matter and its decision will be binding on the vendor without any further explanation to the vendor. This bank guarantee will be linked to the AMC obligations of the vendor. Bank reserves its right to disqualify any offer made with AMC rate less than 4 % as unrealistic.

Software

The bidder should also quote separately for Annual Comprehensive maintenance at site for software (at Mumbai & Secondary Site) for a period of one year from the date of expiry of the warranty period of software (post-warranty). This rate should be quoted as:

- 2nd year AMC charges for software

The offer must give commitment to provide maintenance for onsite support for 3rd, 4th, 5th year at the same rate as that of 2nd year the from the date of expiry of warranty for software. Bidders are expected to maintain the software supplied for at least five years from the date of acceptance of commissioning by Central Bank of India. If any software errors / bugs, issues are identified during the AMC/ATS period the bidder should rectify it without any additional charges to Central Bank of India. The software AMC/ATS will include all the system and application software provided by bidder, including operating systems, Application software etc., and bidder shall provide supplying and install new version/s, releases, upgrades, updates of software and any issue in the system for four years of AMC/ATS period. The bidder shall update any patches/security fixes etc and upgrade the system to new software version in all the systems installed by him as and when such fixes, new versions are available.

The Bank reserves the right to discontinue the AMC and award the same to any other bidder without assigning any reasons whatsoever.

Central Bank of India will pay Charges in Indian Rupees for Software AMC/ATS Subscription renewal on receipt of the licenses and on submission of invoices.

29. Facility Management

There should be an adequately qualified engineer of the bidder resident at Central Office of the Central Bank of India to perform tasks as described in Facility management Details. The resident engineer must be available on the duty, specific and exclusive to Central Bank of India during working hours on all the working days of Central Bank of India. The resident engineer is expected to sign the attendance register meant for this purpose.

The bidder should quote separately for Facility Management charges of Resident Engineer for one year from the date of installation and acceptance of the system by Central Bank of India. The rates should be quoted as:

- 1st year for Facility Management charges of Resident Engineer

The offer must give commitment to provide Resident Engineer at the price quoted as above 1st year for next 4 years (till the contract period) to Central Bank of India. However the Bank reserves the right to discontinue the Facility Management and award the same to any other vendor without assigning any reasons whatsoever.

Central Bank of India will pay Facility Management charges of Resident Engineer at the end of each quarter for every quarter on submission of invoice.

1. Facility Management Services Details :

a) One trained engineer shall be placed to attend day to day activities from 9.30 am to 5.30 pm, Monday to Saturday in a week at Central Bank of India, Central Office (Chandermukhi Building, Nariman Point) for smooth functioning of Desktop Backup System. The timings of the Engineer are not fixed. It shall be changed according to the requirement. The Engineer has to reschedule his Office timings accordingly on a given day. The Engineer may be deputed to any location in Mumbai as per requirement.

b) All hardware/software testers necessary for efficient maintenance of the system should be supplied by the bidder to the FMS Engineer.

c) The Engineer has to test the Desktop Backup System on the LAN/WAN of the Bank.

d) The FMS Engineer has to log call for all the issues in the Desktop Backup System setup of the Bank and promptly followup till the resolution of the issue. The Engineer has to maintain a log book for the issues and intimate the same to the Bank on daily basis.

e) The bidder has to provide a replacement with proper handover in case the FMS Engineer is on leave.

f) The FMS Engineer should have 6 months of working experience in the same solution. Bank would conduct an interview before onboarding the FMS Engineer. Only successful candidate would be allowed as FMS Engineer. The Background checks of the FMS Engineers should be conducted and the report should be submitted to Bank before onboarding any Engineer.

2. Job Profile for Engineer for Facility Management

I. Overall Administration of the Desktop Backup System of the Bank in coordination with Bank Official. All the controls should be shared with designated bank official. The FMS Engineer has to provide basic level training to the Bank officials for backup and restoration of the Desktop data.

II. The Resident Engineer has to schedule and check the Backup of the Desktop systems.

III. Service support, Documentation, History of restoration of user data shall be maintained by the Engineer.

IV. **<u>Service & Support</u>** : Responsibilities include

   a) Installing and configuring hardware, software and firmware updates for the Desktop Backup system.
   b) Perform installation and Configuration changes in the Desktop Backup system.
   c) Upgrading hardware and Software of the Desktop Backup system if required.
   d) Coordinating with different officers for successful working of Desktop Backup system

e) attend all calls regarding the Desktop Backup Solution and Train the end-users and administrator users whenever required.

VI. **System Inventory**: A record of the hardware, software and peripherals used in the system and database of the PC's with desktop backup.

VII. **Chronological Change Log**: A record of changes in the System configuration including software /firmware upgrades, hardware that has been added and hardware that has been removed

VIII. **Log of Past Problems and Trouble Reports**:

a) Problem descriptions and resolutions
b) Down time incurred
c) Location of trouble (that is, the segments on which it occurred)
d) Ongoing performance analysis of devices such as printers and routers

IX. **Baseline Information and Usage Patterns:**

a) CPU usage
b) Errors
c) Bandwidth utilization
d) Other information that indicates how the system functions under normal circumstances.

X. **Technology Documentation:** Include documents for technical materials, protocols, architecture specific to the System.

XI. **Technical Support:** Providing telephonic support to all users.

XII. Taking Backup of servers and storage, checking restoration of the same.

XIII. Regularly checks for backup jobs and schedules of backup solution

XIV. Installation of endpoint software in systems.

XV. Troubleshooting any kind of problems related to backup jobs

XVI. Mitigation & containment plan for Major outbreak

XVII. Configuration of policies as per user / group requirements

XVIII. Raising Call / Logging call with OEM support team.

XIX. Coordinating with OEM support incase of escalations

XX. Weekly reporting for online / offline clients

XXI. Comprehensive Monthly reporting

30. Penalty for downtime

Any equipment that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) on the next working day.

The temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, failing which a penalty of 0.5% per day of the item cost will be imposed for the number of days the device is down subject to a maximum of 10 % of the equipment cost.

31. Performance bank guarantee

The successful bidder should provide a performance bank guarantee for the contract period and additional 3 months for an amount equivalent to 10% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank in the format specified by the bank within 30 days from the date of purchase order. The Proforma for Performance Bank Guarantee is attached as annexure.

In the event of non performance of obligation or failure to meet the terms / requirements of the RFP, bank shall be entitled to invoke the performance bank guarantee without notice or right of demur to the successful bidder.

Bank reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Purchase Order in the event of breach and/or nonobservance of any of the terms of performance bank guarantee.

32. Non Disclosure Agreement

The successful bidder will have to sign a Nondisclosure agreement with the Bank as per the format enclosed as annexure.

33.Cancellation of Order

The Bank reserves its right to cancel the Purchase Order at any time i.e in the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory etc. In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the successful bidder to recover the damages.

34.Force Majeure

The successful bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

If a Force Majeure situation arises, the successful bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the successful bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the successful bidder shall hold performance in an endeavor to find a solution to the problem.

Notwithstanding the above, the decision of the Bank shall be final and binding on the Successful bidder.

35.Clarifications and amendments of RFP Document

RFP Clarifications

During Technical Evaluation of the proposals Bank may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the prescribed time frame.

Amendments in RFP

At any time prior to deadline for submission of proposal, Bank may for any reason, modify the terms of RFP. The prospective bidders having received the RFP shall be notified of the amendments through website and/or newspapers and such amendments shall be binding on them.

36. Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Successful bidder.

Responses received become the property of the Bank and cannot be returned. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the successuful bidder.

"Confidential Information" means any and all information that is or has been received by the successful bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:

(a) Relates to the Disclosing Party; and

(b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

(c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

(d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the bidder.

(e) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

(f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of theDisclosing Party:

i. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes 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 Confidential Materials 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 and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

iv. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party"s possession or under its custody and control;

b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and

d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

v. The restrictions in the preceding clause shall not apply to:

a) Any information that is publicly available at the time of its disclosure or becomes publicly

available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

b) 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, statutory 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 Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

c) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

d) The confidentiality obligations shall survive the expiry or termination of the agreement between the SI and the Bank.

37.Security

The successful bidders' proposal must include a plan to safeguard the confidentiality of the Bank's business information, legacy applications and data.

38.Resolution of Dispute

i.The Bank and the successful bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the successful bidder, any disagreement or dispute arising between them under or in connection with the contract.

ii. If the Bank project director and successful bidder project director are unable to resolve the dispute afterthirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the successful bidder and Bank respectively.

iii. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the successful bidder and Bank, the Bank and the successful bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

iv. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

v. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

vi. This tender document shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

39. Exit option and contract re-negotiation

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

a) Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 30 days of receipt of purchase contract;

b) Delay in providing the Solution with complete readiness;

c) Serious discrepancy in functionality of any service, which has an impact on the Bank"sequipments in production environment;

ii. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the successful bidder.

iii. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the SI at more favorable terms in case such terms are offered in the industry at that time.

iv. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the successful bidder should continue to provide services to the Bank as per the contract.

40.Vendor's Liability

The Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Vendor's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor as part of this RFP.

In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and vendors of the Bank would be considered as a direct claim.

41. Patent Rights/Intellectual Property Rights

The vendor shall ensure that the equipment (including hardware and software) does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The vendor shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the vendor, despite notice of such failure by the VENDOR in writing, (ii) any change, not made by or on behalf of the vendor, to some or all of the software/deliverables supplied by the vendor or modification thereof; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the vendor of such misuse in writing.

The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the vendor as part of this Agreement.

42.AUDIT/REVIEW

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The vendor shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the vendor outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the vendor. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

b) Provide the Bank with right to conduct audits on the vendor whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.

c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the vendor within a reasonable time. This includes information maintained in paper and electronic formats.

d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.

Banks shall at least on an annual basis, review the financial and operational condition of the vendor. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the vendor. Such assessment and reports on the vendor may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

43. Independent contractor

The Vendor shall perform its obligations under this Agreement as an independent contractor, andmay engage subcontractors to perform any of the Deliverables or Services, after taking prior approvalin writing from the Bank. Neither this Agreement nor the Vendor's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty orobligation on behalf of the other Party. This Agreement does not intent to create, constitute or evidence any partnership, joint venture, trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled to make, or allow to be made, any representation that any such relationship exists between the Parties. Other than the relationship of sponsor and the consequent inter-se rights and obligations between the Bank, in relation to this Agreement, the right of a Party to act on behalf of the other Party for, or to incur any obligation on behalf of, the other Party, is limited to the manner provided in thisAgreement.

The Vendor shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees/agents and shall be accountable for all of them. The Vendor shall bevicariously liable for any acts, deeds or things done by its/their employees, agents, contractors,subcontractors etc. The Vendor shall be the principal employer of the employees, agents, contractors,subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things,whether the same is within the scope of power or outside the scope of power, vested under thisAgreement. No right of any employment shall accrue or arise, by virtue of engagement of employees,agents, contractors, subcontractors etc. by the Vendor, for any assignment under the Purchase Orderissued under this Agreement. All remuneration, claims, wages, dues etc. of such employees, agents,contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shallnot have any direct or indirect liability or obligation, to pay any charges, claims or wages of any ofthe Vendor's employees, agents, contractors, and subcontractors. The Vendor shall hold theBank/RRBs, their successors, assignees and administrators fully indemnified and harmless againstloss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature causedto the Bank through the action of Vendor, its employees, agents, contractors, subcontractorsetc. However, the Vendor would be given an opportunity to be heard by the Bank prior tomaking of a decision in respect of such loss or damage.The Vendor shall solely be responsible for all payments (including any statutory payments) to itsemployees and / or sub contractors and shall ensure that at no time shall its employees, personnel oragents hold themselves out as employees or agents of the Bank, nor seek to be treated asemployees of the Bank for any purpose, including claims of entitlement to fringe benefitsprovided by the Bank, or for any kind of income or benefits. The Vendor alone shall file allapplicable tax returns for all of its personnel assigned hereunder in a manner consistent with its statusas an independent contractor of services; and the Vendor will make all required payments anddeposits of taxes in a timely manner.

44. Indemnity

Vendor 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 (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor 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, (i) the Bank notifies the Vendor in writing immediately on aware of such claim, (ii) the Vendor has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and vendors) rights, interest and reputation.

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

Vendor should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Vendor provided software and since the Vendor would be managing the data centre, the Vendor should be responsible for loss/compromise or damage to Bank's data.

The Vendor's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Vendor with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The Vendor shall not indemnify the Bank for

(i) Any loss of profits, revenue, contracts, or anticipated savings or

(ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and vendors of the Bank would be considered as a "direct" claim.

45. Assignment

Bank may assign the hardware and related software provided therein by the Vendor in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the contract to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Vendor refuses to perform; (ii) Vendor is unable to perform; (iii) termination of the contract with the Vendor for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the Vendor. The Vendor shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by the Vendor and shall include appropriate wordings to this effect in the agreement entered into by the Vendor with such sub contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Vendor to perform or termination/expiry of the contract.

46.Termination

The Bank shall be entitled to terminate the agreement with the Vendor at any time by giving ninety (90) days prior written notice to the Vendor.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

(a) The Vendor breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 (Fifteen) days from the date of notice.

(b) The Vendor (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

Termination for default

The Vendor shall have right to terminate only in the event of winding up of the Bank

Bank may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the successful bidder, terminate the agreement in whole or in part:

- If the successful bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the agreement, or within any extension thereof granted by Bank or
- If the successful bidder fails to perform any other obligation(s) under the agreement.
- If the successful bidder, in the judgment of Bank is engaged in corrupt or fraudulent practices in competing or for executing the agreement.

In the event Bank terminates the agreement in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected successful bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services. However, the selected successful bidder shall continue performance of the agreement to the extent not terminated. The notice period will be minimum 4 months.

47.Effect of termination

The Vendor agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3(three) months post the notice period. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

The Vendor agrees that after completion of the Term or upon earlier termination of the assignment the Vendor shall, if required by the Bank, continue to provide warranty services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the Vendor's services after the completion of this contract then the Vendor shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the Vendor and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Vendor is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Vendor.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Vendor for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

48.Publicity

Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

49.Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of generalcirculation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

50.Information Ownership

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Vendor does not acquire implicit access rights to the information or rights to redistribute the information. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive must be protected by the Vendor from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank systems the Vendor may 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.

51.Privacy & Security Safeguards

The Vendor 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 Vendor under this contract or existing at any Bank location. The Vendor shall develop procedures 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 Vendor shall 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 Vendor under this contract or existing at any Bank location.

52.Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

53.Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

54.Guarantees

Vendor should guarantee that the software and allied components used to service the Bank are licensed, legal and the application/software is free from embedded malicious / fraudulent code. Confirmation/undertaking should be submitted to this effect. All hardware and related software must be supplied with their original and complete printed documentation.

55.Ownership, Grant and Delivery

The Successful bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The use of software by vendors on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.
The bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the vendor for any intenal use of the Bank or its affiliates, subsidiaries, Sponsor Bank at no

additional cost other than the prices mentioned in the commercial bid. The vendor agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.Further the vendor also agrees that such use will not infringe or violate any license or other requirements.

56.Compliance with Laws

Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
Compliance in obtaining approvals/permissions/licenses: The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.
This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

57.Amendments

Other than the rights of the Bank specified in this Agreement, no change or modification of thisAgreement shall be valid unless the same shall be in writing and signed by all the Parties.

58.Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original and all ofwhich, taken together, constitutes one and the same instrument.

59. Governing Law & Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. The courts ofMumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relatingto or arising out of this Agreement.

60.Severability

If any of the provisions of this Agreement may be constructed in more than one way, one of whichwould render the provision illegal or otherwise voidable or unenforceable, such provision shall havethe meaning that renders it valid and enforceable.

In the event any court or other government authority shall determine any provisions in thisAgreement isnot enforceable as written, the Parties agree that the provision shall be amended so thatit is enforceable to the fullest extent permissible under the laws and public policies of the jurisdictionin which enforcement is sought, and affords the Parties the same basic rights and obligations and hasthe same economic effect as prior to amendment.

In the event that any of the provisions of this Agreement shall be found to be void, but would be validif some part thereof was deleted or the scope, period or area of application were reduced, then suchprovision shall apply with the deletion of such words or such reduction of scope, period or area ofapplication as may be required to make such provisions valid and effective; provided however, thaton the revocation, removal or diminution of the law or provisions, as the case may be, by virtue ofwhich such provisions contained in this Agreement were limited as provided hereinabove, theoriginal provisions would stand renewed and be effective to their original intent, as if they had notbeen limited by the law or provisions revoked. Notwithstanding the limitation of this provision byany law for the time being in force, the Parties undertake to, at all times observe and be bound by thespirit of this Agreement.

Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Vendors / Suppliers /Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Vendors (prior to or after offer submission) designed to establish offer prices at artificial non competitive levels and to deprive The Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

61.Survival of Clauses

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligationsbeyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

62.Change control process

Any deviations or changes/amendment in the workflow of Services required by BANK may always be agreed between the parties, which shall be notified in writing BANK to VENDOR as change control process.

Any other customization suggested by the Bank in the application or due to Regulatory requirement will be provided by vendor without any additional charges to the Bank inter-alia provide any or all statutory/Regulatory report to the Bank free of Cost.

63. Acceptance of Terms and Conditions

The bidders participating in the tender process should give an Acceptance Certificate for all the points mentioned in the tender. Otherwise their offers are liable to be rejected.

64. No liability of Bank towards employees / agents of successful bidder

Notwithstanding anything contained hereinbefore and hereinafter, Bank shall not be liable in any manner for making any payment to any employee or agent of the successful bidder (i) for the services rendered in and for Bank or for bank by such employee or agent, as the case may be, towards performance of the contract to be entered into between Bank and the successful bidder, on express or implied instructions of the successful bidder , and (ii) for any claim accrued or claimed to have accrued in favour of such employee or agent arising due to such services and /or due to any consequenes of such services as aforesaid, under any law.

ANNEXURE "A" Technical Proposal Format

Particulars to be provided by the bidder in the technical proposal.Tender Ref. No. CO:DIT:PUR:2017-18

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	Email addresses of contact persons	
8	Details ofDescription of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	

Declaration:

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

b. We confirm that we will abide by all the terms and conditions contained in the RFP.

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

d. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has absolute right to reject the proposal and disqualify us from the selection process at any stage.

e. We confirm that this response, for the purpose of shortlisting, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.

Place :

Date :

Seal & Signature of the bidder/Authorised person/s:

ANNEXURE"B" Commercial Bid Format

Bill of Material

- This bill of material must be attached in Technical Offer as well as commercial offer. The format will be identical for both technical and commercial versions, except that the **technical version will not contain any price information**. Technical offers without the bill of material are liable for rejection.
- The bidder can also mention any other component(s) that are required for their implementation
- The bidder must take care in filling price information in the commercial version, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- In case of any discrepancy between unit price and total price of an item, the unit price will prevail. Similarly, in case of error in the sum of various items, the correct sum will be calculated by the addition of total prices of each item.
- **If quantities are not specified, the bidder should quote the unit price.**
- **L1 bidder will be qualified strictly on the basis of TCO**
- **The Format for Bill of Material for Antivirus and Antispam Software**

SL.No.	Item Description	Part Code with Model number	Quantity	Unit Price	Total Price
	Schedule I				
1	Hardware Servers at Central Office Mumbai		1		
2	Hardware Server at Primary Site		2		
3	Hardware Servers at Secondary Site		2		
4	Storage at Mumbai and Hyderabad		2		
5	Tape Library with 2 Tape Drives at Primary and Secondary Site		2		
6	Tape Data Cartidge with Barcode LTO6		40		
7	Tape Cleaning Cartidge with Barcode		10		
8	Any other Hardware				
				Schedule I	

SL.No.	Item Description	Part Code	Quantity	Unit Price	Total Price
	Schedule II				
1	Operating System				
2	Desktop Backup software		*1500 clients		
3	Backup Software (For backup/Restore to Tape Library / Disk)				

4	Any Other Software				
				Schedule II	

* Bidder has to supply additional quantity of the software on the same price for a period of 3 years.

SL.No.	Item Description	Part Code	Quantity	Unit Price	Total Price
	Schedule III				
1	**Hardware** :AMC Charges 4th Year (Bidder has to provide AMC for 5th year at the same price as 4th year price)		1		
2	**Software** : AMC /ATS Charges 2nd Year (Bidder has to provide AMC/ATS for 3rd, 4th, 5th year at the same rate as quoted for 2nd year.)		1		
				Schedule III	

SL.No.	Item Description	Part Code	Quantity	Unit Price	Total Price
	Schedule IV				
1	Installation Cost		1		
				Schedule IV	
	Schedule V				
1	FMS Charges 1st Year (Bidder has to provide FMS for next 2nd, 3rd, 4th, 5th years at the same price as 1st year price on yearly basis)		1		
				Schedule V	
	TCO = Total Price (Schedule I + Schedule II + Schedule III + Schedule IV+ Schedule V)				

ANNEXURE"C"

Compliance Certificate

To, Date :

Dy. General Manager IT
Central Bank of India
DIT, Central Office,
CBDBelapur

Dear Sir,

Ref:

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the solution in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We undertake that if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
6. We have never been barred/blacklisted by any regulatory / statutory authority in India. In case Bank later comes to know of it, the agreement shall stand terminated.
7. The bidder/OEM is not NPA in any of the banks.

Signed Dated

Seal & Signature of the bidder

Phone No.:

Fax:

Email:

ANNEXURE "D" Technical Specification

DESKTOP BACKUP SYSTEM

Sl.No.	Description	**Bidders's compliance (Yes / No) with Make, Model no., part code**	**Bidder's remarks, Specification of Bidder's offer**
1	The software should work on Banks Network (LAN+WAN) and over the Internet.		
2	The proposed software architecture must be flexible as well as scalable to allow spanning across Datacentre, Zonal Offices, Regional offices and other offices.		
3	The software should provide the functionality of Desktop / Laptop Backup & Reovery, Data Deduplication, Data Replication and Reporting.		
4	The Software should support all Desktop Operating Systems e.g. Microsoft Windows, Linux.		
5	Should provides continuous automated data protection		
6	Should be able to take incremental backup.		
7	Should be able to take Scheduled backup.		
8	Should be able to take open file backup.		
9	Should be able to take nsf (Lous Notes) / PST file Backup (online / offline)		
10	Should be able to integrate with Active Directory. Ability to group users by department, function and other parameters. Should be able to add groups with enhanced privileges.		
11	User should be able to initiate Restore process		
12	Users should be able to easily access to backed up data through web browsers. Support for all Browsers should be available.		
13	User initiated restore should be controlled by Central Administrator		
14	Should support central storage of backup from all users		
15	Should support bandwidth throttling / control. The software must be able to limit the amount of network bandwidth assigned for each job.		
16	Backup schedule supported should be manual / periodic / schedule and continuous.		
17	Should support backup of individual files / folders / drive.		
18	Should support User or Machine level storage Quote for storing individual backup.		
19	Should support include / exclude drive / folder / files.		
20	Should support data storage on NAS / SAN / NTFS file system		
21	Should support 128-bit Advanced Encryption Standards (AES) encryption		
22	The software should be provided with license for Encryption.		
23	The software must provide the administrator with the options to manage the decryption key.		
24	The clients should be able to backup their data over secure internet protocol without the use of VPN		

25	All the clients should have a desktop monitor which would allow the clients to initiate a backup any time they desire. This backup would be in addition to the normal backups which are happening as per the schedules.		
26	Administrator Dashboard should display a graphical visualization of the environment. The dashboard should have the features for administration, configuration, monitoring and reporting of all tasks.		
27	The dashboard should be able to push all newer updates to all the laptops/desktops.		
28	The administrative console should be password protected to prevent unauthorized access to the system.		
29	The administrative console should automatically be disconnected when inactive for a certain period of time		
30	The software should allow administrator to create additional users (or groups) and associate various privileges at a granular level, based on the tasks each user needs to perform, and provide the ability to associate internal users and groups with those defined in Active Directory.		
31	Should be able to take snapshots / backups for different pre-defined dates. (egs. Should be possible to restore backup / snapshot of data prior to 1 year, 1month, last 3 days etc.)		
32	Option for Selective Backup and restoration should be available. (ie. should be able to take backup of only selected files like .doc, .docx, xls etc)		
33	The software must maintain an audit trail to track the operations of the users and the changes that they have made.		
34	The software should store managed data in its own format, as opposed to open formats like TAR, and provide media password-protection to prevent unauthorized data access. One user’s data should not accessed by other user.		
35	Should have Integrity Checking mechanism for reliability and data integrity		
36	The software must provide the ability to track and report upon removable media throughout its entire lifecycle such that media exports and imports are automated, and reports for media movement between repositories can be automatically generated.		
37	Administrator should be able to customize backup solution to select which files to back up, when to back up, where data needs to be stored.		
38	The software must support job prioritization based on the importance of the job.		
39	Solution should be provided to sync the Desktop Backup System at Mumbai with Desktop Backup system at Hyderabad.		
40	The software architecture should allow adding of new backup infrastructure and clients without disrupting ongoing operations.		
41	The software should support installing agents from the Primary and Secondary Site to all the laptops/desktops. It should also support creation of self installable package for the users on their laptop/desktop.		
42	The software should be provided with reporting. The storage administrator should be able to create and schedule custom		

	reports which can be sent to selected email recipients. For egs. A sudden surge in the backed up file / folders should be alerted.		
43	The backedup data should be downloaded in a tablet and mobile devices after the user is authenticated.		
44	Support for all Microsoft operating systems, Windows 7, Windows 8 and Windows 10 and Server Operating Systems should be available.		
45	Support for mobile operating ystems like Android, IOS amd Windows should be available		
46	The Access through Internet should be restricted through a Server placed in seprate DMZ. The communication from internet should be secure.		
47	Offered device shall have integrated de-duplication license and shall have optional support for replication to remote location in a low bandwidth mode		
48	Should protect against Ransomware		
49	Offered disk based backup device shall also support encryption functionality.		

Sr. No.	Required Minimum Specifications	Bidders's compliance (Yes / No) with Make, Model no., part code	Bidder's remarks, Specification of Bidder's offer
	Proposed configuration of the systems and architecture indicated in this tender is to be treated as minimum configuration only and design engineering of the complete solution has to be carried out by the bidder to fulfill the overall requirement		
	The bidder has to provision for all the Servers & Storages with its required softwares (Operating System, Application Software, database software, Management Software etc) to commission Desktop backup system for taking backup of the desktops/laptops/mobile devices and access the same on web browser and mobiles devices on Banks Network and Internet. The access through Internet should be in a secured mode. Separate Server should be factored in DMZ for Internet Access. The total responsibility for the complete implementation and support shall rest with the bidder during implementation and Warranty/ AMC period. In case any additional tools/equipment, software, cables. Connectors, licenses, services, configuration are required to achieve the overall desired functionality and Security, the same has to be incorporated in the proposed solution by the bidder without any additional cost. All systems / servers supplied under this project should be Rack mountable and Vendor should Rack mount the systems in Rack.		
	Necessary Fibre/SAS Ports with required cables should be made available in the SAN/NAS, Servers and Tape Library interconnectivity. The connectivity should enable seemless flow of data for desktop backup		

	application and backup to the Tape Library from the Servers & storage. SAN Switch, if required should be provided by the bidder.		
	PRIMARY SITE NAVI MUMBAI		
1	**RACK Servers minimum configuration for Desktop Backup Server. (The resource utilization should not cross 75% at any point of time). Separate Server should be provided for Internet Access.**		
	CPU: - Server Should have Dual Processor of minimum 2.0 GHz with 4 core in each processor with 10MB Cache or better		
	Slots: - 3 PCIe 3.0 Full Length, Full Height Slot-Free		
	Memory :- 32 GB RAM and expendable up to 192 GB		
	Hard Disk Drive :- 2 x 300 GB or higher Enterprise Class SAS HDD 10 K RPM on RAID 1 , 2 x 900 GB or higher Enterprise Class SAS/SATA HDD 10 K RPM on RAID 1		
	RAID Controller :- RAID Controller for RAID 0/1/5 or better		
	Ports :- 4 USB Port		
	Cabinet :- Rack Mountable		
	Mouse :- Optical Mouse Minimum		
	Certifications :- Should be certified for the installed operating system.		
	DVD ROM :- 8x or better DVD ROM Drive		
	Networking :- 2 LAN Port (10/100/1000) Network Card with asset Features tracking and security management, remote wake up		
	2 number of 10GBPS port with required number of patch cables		
	HBA :- SAS/FC - Dual Port HBA to connect to storage, Tape Library with required number of patch cords and cables. The connectivity should be atleast 6 Gbps.		
	Management Port :-Additional Management Port, Hardware module to boot server from remote location		
	Operating System :- Latest Edition available and support should be available for minimum 5 years.		
	Power Management: - Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge protected. Redundant power supply.		
	Industry Standard Compliance: -ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Microsoft® Logo certifications, USB 2.0 Compliant		
2	**RACK Server minimum configuration for Internet facing Server. (The resource utilization should not cross 75% at any point of time).**		
	CPU: - Server Should have Single Processor of minimum 2.0 GHz with 4 core in each processor with 10MB Cache or better		
	Slots: - 3 PCIe 3.0 Full Length, Full Height Slot-Free		
	Memory :- 16 GB RAM and expendable up to 64 GB,		
	Hard Disk Drive :- 2 x 900 GB or higher Enterprise Class SAS HDD 10 K RPM on RAID 1		
	RAID Controller :- SAS RAID Controller for RAID 0/1/5 or better		
	Ports :- 4 USB Port		

	Cabinet :- Rack Mountable		
	Mouse :- Optical Mouse Minimum		
	Certifications :- Should be certified for the installed operating system.		
	DVD ROM :- 8x or better DVD ROM Drive		
	Networking :- 2 LAN Port (10/100/1000) Network Card with asset Features tracking and security management, remote wake up		
	Management Port :-Additional Management Port, Hardware module to boot server from remote location		
	Operating System :- Latest Edition available and support should be available for minimum 5 years.		
	Power Management: - Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge protected. Redundant power supply.		
	Industry Standard Compliance: -ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Microsoft® Logo certifications, USB 2.0 Compliant		
3	**STORAGE**		
	The bidder has to provision for storage with required number of iops. The storage capacity should be 30 TB of usable space (after RAID configuration) in the Storage with SAS / NL-SAS disks. The storage should have the capacity to be upgarded to 100TB. One disk should be used for Global hot spare.		
	The storage must be rack mounted with all Licenses that would be required for the solution		
	Dual Controller in High Availability (Active-Active). In case of one controller failure, the takeover must be seamless and instant without any additional reconfiguration.		
	The storage should have required Operating Systems		
	Offered Storage shall support and configured with Raid-5 / Raid-6.		
	The offered storage should have Hot Plug, Redundant Power Supply (N+1)		
	The Power cord supplied should be compatible with Indian standard.		
	Ethernet Network Interface card with required number of cables, 2x10GB and 2x1GB ports if the supplied storage is NAS.		
	Redundant Host Bus adapter per controller with required number of SAS/fibre cables to be compatible to be connected to the Servers and Tape Library. Storage back end connectivity should be at least 6Gbps		
	The storage should have 8xDVD-ROM and USB port if supplied storage is NAS.		
	The Storage array should come integrated with web browser and CLI based software for storage and RAID management, setup, configuration, and troubleshooting.		
	Vendor shall provide Storage configuration and Management software. Offered Storage shall have inbuilt performance management software. Configuration Dashboard shall show overall IOPS and MB/sec performance.		
	All kind of cords (Power cords, data/Fibre cords etc.) should be provided as per the solution requirement for total completion of the project.		

4	**TAPE LIBRARY (Rack Mountable)**		
	The Tape Library should be connected to the Desktop Backup System in a way that it can take Backup of the Servers and Storage.		
	Tape Backup Library for Rack Servers at Primary Location		
	LTO/Ultrium Standard: compatibility across all brands of LTO/Ultrium products		
	The tape library shall be rack mountable and shall be supplied with the necessary rack mount kit. It shall be offered with TWO (02) nos. of LTO6 tape drive and minimum of 20 data cartidge slots.		
	Tape library shall support Barcode reader & Robotics.		
	TECHNOLOGY: The Tape Library unit shall be configured with Linear Tape Open (LTO) Tape Drives or higher with 2TB native and 6TB compressed capacity (when 2:1 compression is used).		
	Offered LTO drive in the library shall support LTO5, LTO4 (Read & Write)		
	CAPACITY: Offered LTO drive shall have native speed of at least 75MB/sec and a compressed speed of at least 150MB/sec		
	CONNECTIVITY: Tape Library shall have SAS/FC CONNECTIVITY		
	MANAGEMENT: The Tape Library should have a Web browser-based remote management interface allows you to monitor, control, configure and diagnose problems from anywhere in the world.		
	The Tape Library should supports system monitoring via SNMP. It also supports SMTP, and will immediately send an e-mail on any error.		
	Management and Diagnostics Software for managing and troubleshooting tape drive, media and configuration		
	Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action.		
	Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved		
	bar code reader,removable tape magazine should be provided with required number of BAR code Labels		
	Accessories and Backup Software (licensed) to be included		
	Disaster Recovery support to restore entire system		
	Cleaning Cartridge (5 numbers)		
	Data Cartridges – 20 nos. LTO6 with Barcode		
	All kind of cords (Power cords, data cords, SAS/Fibre Cords etc.) should be provided as per the solution requirement for total completion of the project.		
5	**BACKUP MANAGEMENT SOFTWARE FOR DESKTOP BACKUP SERVERS AND STORAGE**		
	All backup/restore administration must be controlled by a centralized master system		
	The master system must support the following systems: Windows os, Linux os		

	Master system must maintain a database for all backup/restore meta-data		
a	Comprehensive reactive database format.		
b	Easy to reconstruct against in the unlikely event of corruption.		
c	Easily protected with an integrated backup and recovery plugin for the database		
d	Bare Metal Recovery option for the Backup Master system.		
	Any necessary additional license/software required for taking the backups from the Primary site to tapes/disk should be configured in the solution.		
	Should be able to manage all master systems from different locations		
	The software must be based on Graphical User Interface (GUI) so that all backup servers can be managed centrally, regardless of location		
	The software must provide flexibility to backup to different media. These include disk-to-tape, disk-to-disk and interoperability.		
	The software should be able to automatically duplicate or migrate data from disk to alternative target backup media to prepare for offsite storage		
	The software should be able to restore from alternative media without restaging through the disk.		
	The software must have the ability to perform disk-to-disk backup in sharing mode		
	The proposed backup solution must be able to support raw device backup – on both Windows, Linux		
	The proposed backup solution must be able to support consolidated (synthetic) backup – for file system data on all platforms.		
	The proposed backup solution must be able to encrypt backup data at source – and store with 128/256-bit or greater encryption with an option to encrypt data while performing duplicate backup jobs from disk to tape.		
	The proposed backup solution must have user level access control list security function. Each user has different permissions and privileges on the system.		
	The backup software should support integration into Active Directory and LDAP for authentication and Role Based Access Control.		
	The proposed backup solution should be modular in architecture, allowing for components to be added and removed without requiring the backup system to be shutdown.		
	Scalable, distributed architecture of Master Server, Media Server and Client, enabling high-performance backup to direct-attached devices or SAN-attached devices without scripting.		
	Shows real-time backup progress bar.		
	Feature for reporting on tape utilization, and drive configuration.		
	Systematic, menu-driven procedures for restoring data to alternate paths or systems to simplify disaster recovery and recovery simulation.		
	Automatic robotic/tape drive configuration. No scripting required.		
	Ability to configure automated backups for specific days and weeks within a month, while maintaining a simplified methodology for complex date scenarios.		
	Full backup and restoration capabilities management from remote location.		

	Network bandwidth compression for management of network utilization to reduce loads when backup occurs during production time.		
	Must be capable of "block level" backups for Bare Metal Recovery of Physical servers		
	Should support server independent restore		
	SECONDARY LOCATION HYDERABAD		
1	**RACK Servers minimum configuration for Desktop Backup Server. (The resource utilization should not cross 75% at any point of time). Separate Server should be provided for Internet Access.**		
	CPU: - Server Should have Dual Processor of minimum 2.0 GHz with 4 core in each processor with 10MB Cache or better		
	Slots: - 3 PCIe 3.0 Full Length, Full Height Slot-Free		
	Memory :- 32 GB RAM and expendable up to 192 GB		
	Hard Disk Drive :- 2 x 300 GB or higher Enterprise Class SAS HDD 10 K RPM on RAID 1, 2 x 900 GB or higher Enterprise Class SAS/SATA HDD 10 K RPM on RAID 1		
	RAID Controller :- RAID Controller for RAID 0/1/5 or better		
	Ports :- 4 USB Port		
	Cabinet :- Rack Mountable		
	Mouse :- Optical Mouse Minimum		
	Certifications :- Should be certified for the installed operating system.		
	DVD ROM :- 8x or better DVD ROM Drive		
	Networking :- 2 LAN Port (10/100/1000) Network Card with asset Features tracking and security management, remote wake up		
	2 number of 10GBPS port with required number of patch cables		
	HBA :- SAS/FC - Dual Port HBA to connect to storage, Tape Library with required number of patch cords and cables.		
	Management Port :-Additional Management Port, Hardware module to boot server from remote location		
	Operating System :- Microsoft® Windows Server 2012 R2, Standard Edition or as per solution requirement.		
	Power Management: - Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge protected. Redundant power supply.		
	Industry Standard Compliance: -ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Microsoft® Logo certifications, USB 2.0 Compliant		
2	**RACK Server minimum configuration for Internet facing Server. (The resource utilization should not cross 75% at any point of time).**		
	CPU: - Server Should have Single Processor of minimum 2.0 GHz with 4 core in each processor with 10MB Cache or better		
	Slots: - 3 PCIe 3.0 Full Length, Full Height Slot-Free		
	Memory :- 16 GB RAM and expendable up to 64 GB,		
	Hard Disk Drive :- 2 x 900 GB or higher Enterprise Class SAS HDD 10 K RPM on RAID 1		
	RAID Controller :- SAS RAID Controller for RAID 0/1/5 or better		
	Ports :- 4 USB Port		

	Cabinet :- Rack Mountable		
	Mouse :- Optical Mouse Minimum		
	Certifications :- Should be certified for the installed operating system.		
	DVD ROM :- 8x or better DVD ROM Drive		
	Networking :- 2 LAN Port (10/100/1000) Network Card with asset Features tracking and security management, remote wake up		
	Management Port :-Additional Management Port, Hardware module to boot server from remote location		
	Operating System :- Latest Edition available and support should be available for minimum 5 years.		
	Power Management: - Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge protected. Redundant power supply.		
	Industry Standard Compliance: -ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Microsoft® Logo certifications, USB 2.0 Compliant		
3	**STORAGE**		
	The bidder has to provision for storage with required number of iops. The storage capacity should be 30 TB of usable space (after RAID configuration) in the Storage with SAS / NL-SAS disks. The storage should have the capacity to be upgarded to 100TB. One disk should be used for Global hot spare.		
	The storage must be rack mounted with all Licenses that would be required for the solution		
	Dual Controller in High Availability (Active-Active). In case of one controller failure, the takeover must be seamless and instant without any additional reconfiguration.		
	The storage should have required Operating Systems		
	Offered Storage shall support and configured with Raid-5 / Raid-6.		
	The offered storage should have Hot Plug, Redundant Power Supply (N+1)		
	The Power cord supplied should be compatible with Indian standard.		
	Ethernet Network Interface card with required number of cables, 2x10GB and 2x1GB ports if the supplied storage is NAS.		
	Redundant Host Bus adapter per controller with required number of SAS/fibre cables to be compatible to be connected to the Servers and Tape Library. Storage back end connectivity should be at least 6Gbps		
	The storage should have 8xDVD-ROM and USB port if supplied storage is NAS.		
	The Storage array should come integrated with web browser and CLI based software for storage and RAID management, setup, configuration, and troubleshooting.		
	Vendor shall provide Storage configuration and Management software. Offered Storage shall have inbuilt performance management software. Configuration Dashboard shall show overall IOPS and MB/sec performance.		
	All kind of cords (Power cords, data/Fibre cords etc.) should be provided as per the solution requirement for total completion of the project.		
4	**TAPE LIBRARY (Rack Mountable)**		
	The Tape Library should be connected to the Desktop Backup System in a		

	way that it can take Backup of the Servers and Storage.		
	Tape Backup Library for Rack Servers at Central Office		
	LTO/Ultrium Standard: compatibility across all brands of LTO/Ultrium products		
	The tape library shall be rack mountable and shall be supplied with the necessary rack mount kit. It shall be offered with TWO (02) nos. of LTO6 tape drive and minimum of 20 data cartidge slots.		
	Tape library shall support Barcode reader & Robotics.		
	TECHNOLOGY: The Tape Library unit shall be configured with Linear Tape Open (LTO) Tape Drives or higher with 2TB native and 6TB compressed capacity (when 2:1 compression is used).		
	Offered LTO drive in the library shall support LTO5, LTO4 (Read & Write)		
	CAPACITY: Offered LTO drive shall have native speed of at least 75MB/sec and a compressed speed of at least 150MB/sec		
	CONNECTIVITY: Tape Library shall have SAS/FC CONNECTIVITY		
	MANAGEMENT: The Tape Library should have a Web browser-based remote management interface allows you to monitor, control, configure and diagnose problems from anywhere in the world.		
	The Tape Library should supports system monitoring via SNMP. It also supports SMTP, and will immediately send an e-mail on any error.		
	Management and Diagnostics Software for managing and troubleshooting tape drive, media and configuration		
	Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action.		
	Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved		
	bar code reader,removable tape magazine should be provided with required number of BAR code Labels		
	Accessories and Backup Software (licensed) to be included		
	Disaster Recovery support to restore entire system		
	Cleaning Cartridge (5 numbers)		
	Data Cartridges – 20 nos. LTO6 with Barcode		
	All kind of cords (Power cords, data cords, SAS/Fibre Cords etc.) should be provided as per the solution requirement for total completion of the project.		
5	**BACKUP MANAGEMENT SOFTWARE FOR DESKTOP BACKUP SERVERS AND STORAGE**		
	All backup/restore administration must be controlled by a centralized master system		
	The master system must support the following systems: Windows os, Linux os		
	Master system must maintain a database for all backup/restore meta-data		
a	Comprehensive reactive database format.		
b	Easy to reconstruct against in the unlikely event of corruption.		
c	Easily protected with an integrated backup and recovery plugin for the database		

d	Bare Metal Recovery option for the Backup Master system.		
	Any necessary additional license/software required for taking the backups from the Primary site to tapes/disk should be configured in the solution.		
	Should be able to manage all master systems from different locations		
	The software must be based on Graphical User Interface (GUI) so that all backup servers can be managed centrally, regardless of location		
	The software must provide flexibility to backup to different media. These include disk-to-tape, disk-to-disk and interoperability.		
	The software should be able to automatically duplicate or migrate data from disk to alternative target backup media to prepare for offsite storage		
	The software should be able to restore from alternative media without restaging through the disk.		
	The software must have the ability to perform disk-to-disk backup in sharing mode		
	The proposed backup solution must be able to support raw device backup – on both Windows, Linux		
	The proposed backup solution must be able to support consolidated (synthetic) backup – for file system data on all platforms.		
	The proposed backup solution must be able to encrypt backup data at source – and store with 128/256-bit or greater encryption with an option to encrypt data while performing duplicate backup jobs from disk to tape.		
	The proposed backup solution must have user level access control list security function. Each user has different permissions and privileges on the system.		
	The backup software should support integration into Active Directory and LDAP for authentication and Role Based Access Control.		
	The proposed backup solution should be modular in architecture, allowing for components to be added and removed without requiring the backup system to be shutdown.		
	Scalable, distributed architecture of Master Server, Media Server and Client, enabling high-performance backup to direct-attached devices or SAN-attached devices without scripting.		
	Shows real-time backup progress bar.		
	Feature for reporting on tape utilization, and drive configuration.		
	Systematic, menu-driven procedures for restoring data to alternate paths or systems to simplify disaster recovery and recovery simulation.		
	Automatic robotic/tape drive configuration. No scripting required.		
	Ability to configure automated backups for specific days and weeks within a month, while maintaining a simplified methodology for complex date scenarios.		
	Full backup and restoration capabilities management from remote location.		
	Network bandwidth compression for management of network utilization to reduce loads when backup occurs during production time.		
	Must be capable of “block level” backups for Bare Metal Recovery of Physical servers		
	Should support server independent restore		
	CENTRAL OFFICE MUMBAI		
	RACK Server minimum configuration for Central Office Server. (The resource utilization should not cross 75% at any point of time).		

	CPU: - Server Should have Dual Processor of minimum 2.0 GHz with 4 core in each processor with 10MB Cache or better		
	Slots: - 3 PCIe 3.0 Full Length, Full Height Slot-Free		
	Memory :- 32 GB RAM and expendable up to 64 GB		
	Hard Disk Drive :- 4 x 4TB or higher Enterprise Class SAS HDD on RAID 5, 2 x 300 GB or higher Enterprise Class SAS HDD 10 K RPM on RAID 1		
	RAID Controller :- RAID Controller for RAID 0/1/5 or better		
	Ports :- 4 USB Port		
	Cabinet :- Rack Mountable		
	Mouse :- Optical Mouse Minimum		
	Certifications :- Should be certified for the installed operating system.		
	DVD ROM :- 8x or better DVD ROM Drive		
	Networking :- 2 LAN Port (10/100/1000) Network Card with asset Features tracking and security management, remote wake up		
	Management Port :-Additional Management Port, Hardware module to boot server from remote location		
	Operating System :- Latest Edition available and support should be available for minimum 5 years.		
	Power Management: - Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge protected. Redundant power supply.		
	Industry Standard Compliance: -ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Microsoft® Logo certifications, USB 2.0 Compliant		

ANNEXURE"E" Acceptance Letter to be given by the Bidder

To,

Dy. General Manager DIT,
Central Bank of India,
Dept of Information Technology,
Plot No.26, Sector 11,
CBDBelapur,
Navi Mumbai – 400 614

Dear Sir

REG: Acceptance of the Terms and Conditions and Confirmation of the Offer.

Ref: Central Bank of India Tender No. ______________________

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution/after execution of the contract, Central bank of India has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria, set out in the RFP and related PROC documents, in short listing of bidders for providing software solution.

We also acknowledge the information that this response of our Company for the Bank's RFP process is valid for a period of, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Place:

Date:
Seal & Signature of the Bidder

ANNEXURE“F” Proforma for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE

To,

______________,

______________,

1) In consideration of M/s Central Bank of India having Head Office at Chandermukhi, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed to implement Desktop backup system from M/s _________________ (hereinafter referred to as “Bidder”) on the terms and conditions contained in their purchase order No._______ dt._______ (hereinafter referred to as the “Contract”), we ____________________ (Bank) (hereinafter called “the Bank”) having its Head Office at _____________________ and a branch interalia at __________________, at the request of the bidder, do hereby guarantee and undertake to pay without demur to the purchaser, forthwith on mere demand, at any time up to __________ any money or moneys not exceeding a total sum of Rs. __________(Rupees ______________ only) as may be claimed by the purchaser to be due from the bidder by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of components as per the terms and conditions of the contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether bidder has failed as per the said contract, and also as to whether the bidder has failed to maintain the deliverables and timelines as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the bidder. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the bidder and accordingly discharges the Guarantee.

4) 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 bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

5) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank’s obligations under this Guarantee to extend the time of performance by the bidder from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the bidder for any forbearance, act or omission on the

part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

6) The Guarantee shall not be affected by any change in the constitution of the bidder or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption but will enure for and be available to and enforceable by the absorbing or amalgamated company or concern.

7) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

8) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

9) Notwithstanding anything contained herein:

   i) Our liability under this Bank Guarantee shall not exceed Rest. _______ (Rupees _______ only);

   ii) This Bank Guarantee shall be valid up to ___________; and

   iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before __________ (date of expiry of Guarantee).

10) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date : this ________ day of ____________ 2017 at ____________

For and on behalf of ___________________ Bank

sd/ _______________________

ANNEXURE“G”Non DisclosureAgreement

This Agreement made at _______________, on this ___________________ day of _________________ 2017.

BETWEEN

_____________________________a company incorporated under the Companies Act, 1956 having its registered office at ______________________(hereinafter referred to as “” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, ChanderMukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as “**BANK**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And**BANK** are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Purpose**”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential Information:** “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

   Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

   Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes 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 itfrom the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (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.

2. **<u>Nondisclosure</u>:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Nondisclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of nondisclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

   Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. **<u>Publications:</u>** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. **<u>Term:</u>** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. 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 the 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.

   Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. **<u>Title and Proprietary Rights:</u>** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. **<u>Return of Confidential Information:</u>** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. **<u>Remedies:</u>**The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. **<u>Entire Agreement, Amendment, Assignment:</u>** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. **<u>Governing Law and Jurisdiction:</u>** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

10. **<u>General:</u>**The Receiving Party shall not reverseengineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf ofFor and on behalf of

__________________CENTRAL BANK OF INDIA

Name of Authorized signatory: Name of Authorized signatory:

Designation:

ANNEXURE "H" Manufacturers'/ Producers'/AuthorizationForm

(Note: This letter of authority should be on the letter head of all the original equipment manufacturers and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

To

Dy. General Manager DIT,
Central Bank of India,
Dept of Information Technology,
Plot No.26, Sector 11, CBD Belapur,
Navi Mumbai – 400 614

Dear Sir,

Ref: Tender No "CO:DIT:PUR:2017-18".

We, who are established and reputable manufacturers/producers of having factories /development facilities at (address of factory / facility) do hereby authorize M/s_____(Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

a) Such Products as the Bank may opt to purchase from the Bidder, provided, that this options shall not relieve the Bidder of any warranty obligations under the Contract ; and

b) In the event of termination of production of such Products:

 i. Advance notification to the Bank of the pending termination, insufficient time to permit the Bank to procure needed requirements; and
 ii. Following such termination, furnishing at no cost to the Bank, the
 blue prints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Authorized Signatory)
(Designation)
(Name of Manufacturer)

ANNEXURE J

BANK GUARANTEE FORMAT FOR EMD

TO

____

____

____

Whereas _____________________ having its registered office at __________________________________ (hereinafter called "the Bidder") has to submit its bid dated ___________ for the supply and installation of Computer Hardware, Software and Peripherals as specified in Schedule of requirement against Tender Reference NO.____________________________(hereinafter called "the Tender")

KNOW ALL MEN by these presents that we ________________________ having our Corporate Office at ________________ (hereinafter called "the Bank") are bound to Central Bank of India, (hereinafter called "The Purchaser") in the sum of Rs._________ (Rupees _____________________ only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -
   a. Fails or refuse to execute the Contract or the Agreement/Forms as required OR
   b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

We, ____ under take to pay to the Purchaser up to an amount of Rs.___________(Rupees _______________________ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

1. Our liability under this Bank Guarantee shall not exceed Rs.__________ (Rupees ______________ only)
2. This Bank Guarantee shall be valid up to ____________
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ___________. After which the bank shall be discharged from its liabilities.

Date this -------------------- day of ------------------ 2017 at ----------

For and on behalf of -------------------------- Bank.

sd/- --

Annexure K

ELIGIBILITY CRITERIA			
Sl.NO	**Document**	**Complied (Yes/No)**	**Supporting Required**
	BIDDER		
1	The bidder must be registered / incorporated under Indian company act 1956 or other relevant acts / rules and should have base in India for at least three years as on 31/03/2016.		Certificate of Incorporation
2	Should have an average annual turnover of at least Rs. 2 crores per annum for last 2 financial years. It should be of individual company and not of Group of Companies.		Audited Financial Balance sheets for the last two financial years.
3	Company should be a profitable company and should have posted profits / positive networth in at least two years out of last three financial years. It should be of individual company and not of Group of Companies.		Audited Financial Balance sheets for the last 3 financial years.
4	The Bidder should be in the Computer (IT) Business for Supply, Services and Support business for at least past Three consecutive years		Certificate of commencement of certificate issued by registrar companies. Proof of being in the bussiness should be submitted.
5	The devices Installation, Integration and Project Management services should not be sub-contracted (except to the group company) and it should be executed only by the employees of the Bidder who are on its payrolls		The Bidder should submit the relevant declaration duly signed and stamped by Bidder's authorized signatory.
6	The bidder should be an authorised partner of the OEM.		OEMs Letter
7	The Bidder should have Manufacturers' authorization and a direct back-to-back support agreement with the OEM for the software included in the proposed solution. The Support agreement should include the activities like Pre & Post-Sales support, Integration support, Technical Assistance support, Spares support, Software Up-gradation support etc.		OEMs Letter in the format Annexure H
8	The Bidder shall not be under declaration of ineligibility for any corrupt or fraudulent practices or Prosecuted by the court of law.		Self declaration

9	Bidder should not have been declared as NPA by any of the financial institutions in India.		An undertaking to this effect must be submitted on their letterhead.
10	The successful bidder has to ensure that the application/software is free from embedded malicious / fraudulent code. Confirmation/undertaking should be submitted to this effect.		The Bidder should submit the relevant declaration duly signed and stamped by Bidder's authorized signatory.
11	In case of any hardware failure, replacement part should be provided immediately, before taking failed equipment out. Bank may sanitize / degauss Hard Disk Drives / Magnetic media before replacement / sending out of Bank premises.		The Bidder should submit the relevant declaration duly signed and stamped by Bidder's authorized signatory.
12	The bidder should not have been black listed by any of Government Authority or Public Sector Undertaking (PSUs) on the date of RFP.		The Bidder should submit the relevant declaration duly signed and stamped by Bidder's authorized signatory.

Annexure-L

Guidelines, Terms & Conditions and Process Flow for Reverse Auction

Business Rules for Reverse Auction

1. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.

2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.

3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

1. TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.

2. LOG IN NAME & PASSWORD: Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.

3. BIDS PLACED BY BIDDER: The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.

4. LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder’s final offer to sell.

5. AUCTION TYPE: The Bidders will be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.

6. VISIBLITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:
   - Leading Bid in the Auction
   - Bid placed by You
   - Auction Opening price and bid decremental value
   - Your rank in the auction

7. MASKED NAMES: The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Central Bank of India with the original names displayed.

8. GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.

9. OTHER TERMS & CONDITIONS:
   - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
   - The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
   - Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
   - Central Bank of India can decide to extend, reschedule or cancel any Auction. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
   - Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
   - Central Bank of India and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
   - All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	**ENGLISH REVERSE NO TIES AUCTION** There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L-1 price at that point of time.

Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 60 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	❑ At the end of reverse auction process, L1 of Reverse Auction will be identified. ❑ Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder Signature of the Bidder

To

Deputy General Manager,
Department of Information Technology,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sub: Agreement to the Online Bidding Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of Central Bank of India for Supply, Installation and maintenance of Network Devices.

This letter is to confirm that:

The undersigned is authorized representative of the company. We confirm that we have changed our password after first login. We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBI and confirm our agreement to them. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly. We confirm that CBI and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.

We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Central Bank of India or the agency appointed by the Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

I/we do understand that the agency may bid on behalf of other vendors as well in case of above-mentioned exigencies. We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –Sign this document and Fax it to the agency.

DECLARATION by the VENDOR

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP for Supply, Installation and maintenance of Device.

Seal of the Vendor Signature of Vendor

Annexure - M

INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as **"The Principal"**,

And

…………………………………………… hereinafter referred to as **"The Bidder/ Contractor"**

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

c. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder(s)/ contractor(s)

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

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

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

"Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 68-69)

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

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

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at

(Page nos. 70-76).

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word **„Monitor"** would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

(For & On behalf of the Principal) **For & On behalf of the Principal Bidder / Contractor**

(Office Seal) **(Office Seal)**

Place_______________ Place_______________

Date________________ Date________________

Witness1: Witness1:

Name & Address Name & Address

---------------------------------- ________________________

---------------------------------- ________________________

---------------------------------- _________________________

Witness 2: Witness 2:

Name & Address Name & Address

---------------------------------- __________________________

---------------------------------- ___________________________

---------------------------------- ___________________________

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

Guidelines on Banning of Business Dealing

SNo CONTENTS

1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and *'State'*, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:
i) *'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer'* shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party / Contractor / Supplier / Purchaser / Customer/*

Bidder / Tenderer' in the context of these guidelines is indicated as
'Agency'.
ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;
d) If one owns or controls the other in any manner;

iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the „Competent Authority‟ for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the „Appellate Authority‟ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors‟ Committee (EDC) shall be the „Competent Authority‟. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the *'Competent Authority'* for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the *'Appellate Authority'* in all such cases.

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the
Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".
e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) *'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers* shall mean and include list of approved / registered Agencies - *Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers,* etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee(EDC) with ED (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank‟s properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.
After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries**.**
- Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors‟ Committee (EDC) with ED (GAD) as Convenor of the Committee.
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period**.**
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (GAD).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

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