



**REQUEST FOR PROPOSAL
FOR SUPPLY, WARRANTY AND ANNUAL MAINTENANCE
OF POINT OF SALES (POS) TERMINALS**

Ref: CO:CCD:TXN-BKG:2016-17:9 dated 08.05.2017

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The products and services required, bidding procedures, contract terms and conditions are prescribed in the RFP. The Bidding Documents include:

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**PART 1: INVITATION TO BID****1. Background**

Central Bank of India is one of the leading nationalized Banks of the country, has a national presence through a widespread network of more than 4700 network of branches, offices spread across the length and breadth of country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 5000 ATM(s) spread across the country. Bank has completed 105 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

2. Objective

Bank is looking to create /enhance its Point of sale (POS) infrastructure in India to promote electronic transactions. The Bank hereby intends to pre-qualify eligible applicants who have experience in supplying handheld payment device / electronic data capture (EDC) machines across various countries. Therefore, Bank invites bids from the established and eligible entities (hereinafter referred to as “Respondents” or “Bidders”) to provide the deliverables, more particularly described hereinafter in this Request for Proposal (RFP) in accordance with the terms and conditions described herein.

3. Schedule of Bid submission / Address for communication

The Bid Document may be downloaded from Bank's Website <http://www.centralbankofindia.co.in/tenders> and the bid should be submitted to the office of Central Bank of India , Transaction Banking Department, Ewart House , Homi Modi Street , 22,Fort Mumbai – 400 023.

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-selection.
- All Bids must be accompanied by Bid Security.
- A refundable bid security of **Rs.50,00,000/-** to be paid by means of a Bank Guarantee / demand draft / pay order favoring “Central Bank of India” payable in Mumbai to be submitted along with the technical bid. The cost of the tender document is Rs.25,000/- and the same may be paid at the time of pre-bid meeting or along with the technical bid in a separate envelope.
- Bank reserves the right to change the dates, timings mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's web-site.



Name of the Company	Central Bank of India
Bid Ref No	Central Bank of India, Tender No. Ref: CO:CCD:TXN-BKG:2016-17:9 dated. 08.5.2017
Availability of RFP document for downloading from the Bank's website	08.05.2017
Cost of the tender document	Rs.25,000 (Rupees Twenty Five thousand only)
EMD (Earnest Money deposit) Amount	Rs. 50,00,000.00 (Rs Fifty Lakhs only)
Pre-bid meeting with Bidder on queries raised (Queries should be made by latest 17.5.2017)	18.05.2017 at 03.00 PM
Last Date and Time for receipt of Bids (Commercial & Technical)	29.05.2017 at 3:00 PM
Date and Time of opening of technical Bids.	29.05.2017 at 4:00 PM
Place of Opening of bids /pre-bid Meeting	Transaction Banking Department, Ewart House, Homi Modi Street, Fort Mumbai – 400 023.
Address for Communication	Deputy General Manager Transaction Banking Department, Ewart House , Homi Modi Street, 22, Fort Mumbai – 400 023. Email: gmccd@centralbank.co.in
Contact Name and Telephone Numbers	Rajeev Gupta Chief Manager -IT Tel- 022-61648605 /Mob -9820953148 Email - cmittxnbgk@centralbank.co.in ,
Website:	www.centralbankofindia.co.in

Definitions

- In this Contract, the following terms shall be interpreted as indicated:
- “The Bank” means Central Bank of India.
- “Card” means credit card or debit card or any other card i.e. contactless smartcard as per ISO 14443 Type A / B issued by an Issuer.
- “Card Organization” includes VISA, MasterCard, RuPay and any other card organization offering credit, debit or any other card programme to Issuers.
- “Issuer” means a licensee of a Card Organization issuing a Card.
- “The Branches” means various branches / offices of the Central Bank of India, its Associates, Subsidiaries and Joint Ventures located in India and abroad where the equipment/POS Terminal is to be supplied, installed and commissioned.
- “Merchant” shall mean an individual or entity that engages in, or desires to engage in Card Transactions with its customers.
- “The Merchant Establishment” means various Merchant locations/outlets where the POS Terminal is to be installed and commissioned as part of Bank’s Merchant Acquiring Business.
- “The Contract” means the agreement entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein;
- “Vendor” or “Terminal Vendor” is the successful Bidder/Respondent whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.
- “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- “The Equipment or Point Of Sale (POS) Terminal” means all the hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;
- “The Services” means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, warranty, maintenance and other such obligations of the Vendor covered under the Contract;
- “TCC” means the Terms and Conditions of Contract contained in this section;
- The Project” means supply, installation, testing and commissioning of POS terminal hardware / software & services with 24 months Warranty and next 3 years AMC;

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

PART 2: DISCLAIMER

- a) The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- b) This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- c) This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.



PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

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PART 3: INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

3.1 General

3.1.1 Bank is looking to create / enhance its Point of sale (POS) infrastructure in India to promote electronic transactions. The bank is also entering into the transportation sector for providing various POS and Ticketing Solutions using POS Terminals.

3.1.2 The selected bidder should supply and maintain the Terminal in its entirety and shall also provide the requisite certifications and support these certifications during the Contract Period etc. The bidder or its OEM reseller should have experience in developing their own application for atleast two BFSI applications and retail or Transportation.

3.2 Broad Scope of Work

3.2.1 Central Bank of India (the Bank) has pan India presence with about 4700 branches.

3.2.2 In order to create POS infrastructure in the country and to promote electronic transactions passing through the merchant locations, the Bank plans to add over 1.5 lakh terminals (indent will be placed in lots of 5000 terminals) in next 18 months at various Merchant establishments. Supply of POS terminals by the selected vendor for the said 18 months will not confer right to claim supply for the subsequent years requirement.

3.2.3 The scope of this RFP involves procurement of EDC POS GPRS Terminals for Visa / MasterCard / Rupay / Dinners / Discover / AMEX/JCB/CUP transaction acquiring, to be installed at Merchant Locations for acceptance of all different types of EMV and Non-EMV cards in Credit, Debit, Prepaid, Combi (cards having multiple profiles like credit & debit and/or supporting both SMS and DMS platforms), Smart cards issued in association with VISA, Master Card, Maestro, AMEX, RUPAY, Discover, Dinners, JCB, CUP Interchanges. The terminals should be upgradable / support for external STQC Biometric scanner for handling AEPS transactions if required in future. Bidder is required to provide the necessary software for necessary upgradation without any cost to the Bank. The vendor has to provide all relevant Core and acceptance specific GPRS Based portable POS payment Terminals with all existing certifications completed for all the above mentioned interchanges, for the EDC POS Machines maintenance services at its warehouse for EDC POS including spare parts and all required mandate updations and certifications for the core and other applications during the comprehensive warranty period of 24 months from the date of delivery, without any additional cost to the bank. The power adapters and cables will have 12 months warranty. The terminal hardware warranty shall cover free replacement of FAULTY spare parts within 24 months of the warranty period. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre to delivery of terminal to designated location will be 15 days.

3.2.4 The Bank desires to procure the EDC POS Machines in various lots (set) of



- differential quantity from the models specified above, during the contract period
- 3.2.5 The present RFP is for 18 months of requirement i.e. 1.5 lakh GPRS (NFC) POS terminals keeping in view the stock in hand for each type of POS terminal and to meet the urgent business requirement. The Bank would have the option to review the prices and other terms of supply at any time, should that be considered desirable. However, once the final price is quoted, no escalation is permitted subsequently during the period of 18 months commencing from the date of execution of POS Purchase Agreement.. However, Bank reserves the right to procure supply at the same rate for the said period of 18 months. Further Bank at its discretion will also have an option to place repeat order to procure 10% additional terminals in addition to the quantity mentioned in the RFP, if need arises. As such in present case, Bank may procure up to 1.65 lakhs (150000+ 15000(10% of 150000) terminals from the shortlisted vendor(s) at the same rate.
- 3.2.6 IT MAY ALSO BE NOTED THAT BANK WILL NOT BE ABLE TO ADVISE SCHEDULE OF REQUIREMENTS AND WOULD PROCURE SUPPLIES AS PER ITS ACTUAL REQUIREMENT OVER A PERIOD OF 18 MONTHS from date of order DEPENDING UPON ITS REQUIREMENT. The bank may at its discretion place order for lesser number of terminals than the number asked for in this RFP, as per requirement, and the vendor will have no recourse in the matter.
- 3.2.7 Although, the Bank is confident about achieving the aforesaid numbers, the actual procurement would depend upon the situation obtaining at the material time including the Government Directives, statutory regulations , change in bank's policy / outlook for the industry etc., and the Bank does not assume any responsibility for short procurement/nil procurement/ variation/cancellation of orders whatsoever, in this regard. The roll out is envisaged PAN India simultaneously and cover all types of Merchant Locations.
- 3.2.8 The POS terminals shall have to be Screen printed/embossed prominently and have separate colour code (Central Bank) as per its specifications. The spirit behind this approach is that Bank's POS terminals shall be identifiable and be of the latest technical specifications, equipped with all possible security features and value added services. Bank intends to highlight such features for public awareness in order to impress upon the cardholder to use these terminals at merchant locations. Therefore, it is necessary that Bank's POS should be separately identifiable in terms of color and display. Respondents are also welcome to provide their innovative ideas, which they can provide to the Bank along with their POS terminals to achieve the Bank's objective of having distinctly identifiable POS terminals of the Bank different from other players in the field, along with the technical bid.
- 3.2.9 The terminals should be Ready /upgradable / support for external STQC /UIDIA specified Biometric scanner for handling AEPS transactions if required in future. Bidders are required to provide the necessary software for upgradation without any cost to the Bank.
- 3.2.10 The terminals should support application to process UPI payments using QR Code as per NPCI specification.



3.3 Consortium

3.3.1 If the Bidder is not a manufacturer, it should provide documentary evidence (e.g. Manufacturers' Authorization Form) for having tied up with the Original Equipment Manufacturer (OEM)

3.3.2 The System Integrator i.e. bidder will be one point contact to provide the POS terminals to the Bank. The selected Bidder will have to supply POS terminals, its installation, testing, commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The Bidder should also provide to the Bank details of the consortium and its members.

3.4 Eligibility Criteria

3.4.1 The Bidder should be registered in India since last three years. The bidder should be an Original Equipment Manufacturer (OEM) or an Authorized Reseller. If bidder is the reseller, then an OEM authorisation certificate should be provided in the name of the reseller. The OEM may use the reseller address as their representative in India. And the Reseller can use the OEM credentials to meet the requisite eligibility criteria's as per the requirement of the tender.

3.4.2 The OEM should have supplied minimum 25000 POS Terminals (GPRS/PSTN/mPOS/Desktop POS GPRS /GPRS (NFC)) to Scheduled Banks in India in the last 3 years.-

3.4.3 The bidder must be having positive net worth in each year during last three years (2013-14, 2014-15 and 2015-16).

3.4.4 The bidder should have an average annual turnover of INR 100 Crores (INR Hundred Crores Only) from selling of POS machines only for the last three years. The OEM can provide their Balance sheet for determining the eligibility criteria, if OEM is bidding through an Authorized reseller.

3.4.5 Operating System of the terminal proposed should have an industry proven track record for more than a year. The OEM shall provide free of cost any upgradation in the Operating System / software / application required for proper functioning of the devices throughout the Contract Period. The OEM shall submit such declaration along with the technical bid.

3.4.6 The successful bidder should have service centres in major cities . In this regard, an undertaking on the letterhead of the bidder is to be submitted with list of such centres, along with the technical bid.

3.4.7 The OEM MUST have capabilities and necessary certifications for manufacturing Europay MasterCard Visa (EMV), Payment Card Industry Security Standards Council (PCISSC) Standards e.g. PCI PTS, PCI PADSS, PCI DSS compliant products. It is the responsibility of OEM to maintain these certification for the Contract Period. All devices should be PCI PED (PIN Entry Device)/PTS (PIN Transaction Security) 3.0 certified. The Bidder should provide the necessary documentary proof to this



effect. EMV certification (including Level-2 and Business Application) of terminals with Bank's Technology Service Providers will be the responsibility of the Bidder and, the cost (both scheme cost and the Technology Service providers efforts) for the same will also have to be borne by the Respondent(s)/terminal vendor.

- 3.4.8 The Bidder should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics cards etc. and also the terminals offered should support all types of Credit, Debit and Pre-paid contact and contactless cards. Terminals should be upgradable or should have provision to capture data for biometric authentication.
- 3.4.9 The terminals offered should support signature based, Chip based, Contactless (NFC) and PIN based cards.
- 3.4.10 The terminals offered should be certified by MasterCard, Visa, Amex, NPCI, DFS/Diners, China Union Pay/JCB etc. and meet the standards prescribed from time to time by such agencies.
- 3.4.11 The terminals should be able to accept VISA/Master Card/Amex/JCB/RuPay/China Union Pay/Diners etc., cards.
- 3.4.12 The terminals should be Ready /upgradable / support for external STQC /UIDIA specified Biometric scanner for handling AEPS transactions if required in future. Bidders are required to provide the necessary software for upgradation without any cost to the Bank.
- 3.4.13 The OEM should have service centres, having adequate number of trained personnel, in major cities of the country. If not, the OEM is required to provide a undertaking along with the technical bid that the OEM either directly or through authorized service agent will have service centres and trained personnel in the major cities of the country before the order is placed.
- 3.4.14 Bidder should be competent and allow either as the OEM or through the Reseller or through Bank authorized partner to load / support other value added services including Cash at POS, remittances, utility bill payment, EMI payments, bus ticketing, rail/air ticketing, mobile top up, Dynamic Currency conversion, Pre authorization facility etc. as per the existing and future requirement of the Bank.
- 3.4.15 The terminals should be able to integrate with PC for the purpose of reading the value of transaction and automated printing of the charge slip from the terminal instead of manually swiping the card on the terminal/PC.
- 3.4.16 The terminal vendor/Respondent(s) should provide the Bank (CBI) or its representative, technology partner or its customer, the SDK (Software Development kit) and TMS (Terminal Management System) for its usage. The POS terminal costs quoted in the financial bid should be inclusive of these.



3.5 Cost of Bidding

- 3.5.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.6 The Bidding Documents

3.6.1 Content of Bidding Documents

The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Technical & Functional Specifications (TFS)
- (f) PART 6 - Bid Forms, Price Schedules and other forms
- (g) PART 7 - Schedule of Dates, Amount, etc. (SDA)

- 3.6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.7 Amendment of Bidding Documents

- 3.7.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 3.7.2 Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.
- 3.7.3 In order to allow prospective Bidders reasonable time, in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids at Bank's discretion.

3.8 PREPARATION OF BIDS

3.8.1 Language of Bid

- 3.8.1.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank, and supporting documents and printed literature shall be written in English.

3.9 Documents Comprising the Bid

- 3.9.1 Documents comprising the **Technical Bid Envelope**, should be submitted



duly indexed and numbered, comprising of -

- a) Bid Form as per Format 6.1.1 completed in accordance with the clauses in the Bid and duly signed by the Bidder.
- b) Documentary evidence establishing that the Bidder is eligible to Bid, as per format 6.10 and is qualified to perform the contract as per Clause 3.14 of the Bidding Document if its Bid is accepted.
- c) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.
- d) A full description of the Technical solution, which must provide an acceptable solution to the business requirements, described in Part 5: Technical & Functional Specifications. Any Technical Bid containing any price information will be rejected.
- e) Bid security for **Rs. 50,00,000/- (Rupees fifty Lakhs only)** furnished as specified in Clause 3.16 herein.
- f) Details of Projects POS / Referral Letters
- g) A complete Bill of Material as per Format 6.3.
- h) A Non-disclosure Agreement as per Format 6.2.
- i) Manufacturers' / Producers' Authorization form for undertaking support services as per Format 6.8 (where applicable).
- j) Service Support Details Form, as per Format 6.6
- k) Additionally a **Masked price bid should be kept with the Technical bid** i.e. Price of schedule as per format 6.3, listing the components as listed in the Masked Price Schedule **without indicating the price** in another separate closed / sealed cover. **Please note that no price should be mentioned in this format. If technical bid is found to contain commercial details, the bid will be summarily rejected.**
- l) Additionally, the bid document should also contain indexed table of supporting documentary evidences, along with relevant clause of the bid document under which the same is being submitted and its description.

Note While submitting the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

3.9.2 Documents comprising **Price Bid Envelope**, should be :

- a) The indicative Financial Bid as per Format 6.3 as furnished in the Bidding Documents duly signed by the Bidder and completed.

3.10 Bid Form

- 3.10.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the products to be supplied, a brief description of the products, their country of origin, quantity and prices and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e.

Technical Bid or Price Bid) is received.

3.11 Bid Prices

- 3.11.1 Financial Bid Prices should be quoted inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like VAT, CST, GST, local taxes, if any, which will be borne by the Bank. The vendor will be entirely responsible for licence fee, road permits, NMMC cess, LBT, Octroi etc. in connection with the delivery of products at site advised by the Bank including incidental services. Prices payable to the Vendor shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in import duties and excise, levies, charges, etc. as stated above.
- 3.11.2 The Financial bid submitted will be only the indicative price and bidders whose bids will be opened will have to participate in the Reverse Auction to arrive at the successful (L1) bidder.
- 3.11.3 Bank will set the base price each line item wise. However, bidder shall bid on the TCO price. The bidder who emerged as L1 bidder will submit the revised commercial with line item breakup in line with the lowest bid submitted during Reverse Auction. The price for each line item should be in line to the instructions as communicated during reverse auction.
- 3.11.4 The price of terminal shall include the warranty for two years and Annual Maintenance Contract (AMC) for subsequent three (03) years. AMC cannot exceed 25% of the terminal cost for 3 years to be distributed equally after warranty period. The AMC charges will be paid by the Bank on quarterly basis on submission of invoice. All the terminals are to be covered under comprehensive AMC.
- 3.11.5 The Price of terminal will include the cost of accessories like. Battery, charging adapters and other accessories as provided by the bidder. The bidder will be required to declare the price of adapter, Battery and Motherboard and all other accessories separately to the Bank for each model along with the financial bid. The Bank will pay this price to the terminal vendor for purchase of additional adapter, Battery, Motherboard and other components and / or spares as and when required. During the period of warranty and AMC, the bidder should ensure the supply of adapter, Battery Motherboard and other components and / or spares as and when required and it will always be the responsibility of the bidder.
- 3.11.6 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, exchange rate, etc. from the date of bidding to the date of invoice and payment if any or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 3.11.7 Bank reserves the right to re-negotiate the prices in the event of change in the international / domestic market prices of both the hardware and software.



3.12 Bid Currencies

3.12.1 Bids should be quoted in Indian Rupees only.

3.13 Documents Establishing Bidder's Eligibility and Qualifications

3.13.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.13.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

- a) In the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization format 6.8 given in the Bid, by the products' Producer to supply the products and/or Systems in India;
- b) In the above case, the bidder must also have a back to back agreement with the software /hardware vendor which should include amongst other the readiness of the vendor **to provide required uptime, agreement to provide the necessary support for at least 5 years.** Documentary proof (copy of agreement) to be made available in the technical bid;
- c) that the Bidder has the technical and production capability necessary to perform the Contract as per format 6.5 (Organization Profile) and 6.10 (conformity of eligibility criteria).
- d) that adequate, specialized hardware and related software expertise are already available, to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the terminal and maintenance during the warranty period and provide necessary maintenance services after end of warranty period, for a period mentioned in Clause 7.7.

3.14 Documents Establishing Eligibility of Products and Conformity to Bidding Documents

3.14.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.

3.14.2 The documentary evidence of the eligibility of the products and/or System and/or services shall consist of a statement (attached to the Price Schedule) of the country of origin of the products and/or System and/or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

3.14.3 The documentary evidence of conformity of the products and/or System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:



- a) a detailed description of the essential technical and performance characteristics of the proposed terminals;
- b) an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the products and/or System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications; and
- c) a confirmation that, if the Bidder offers systems and/or other software produced by another company, such software operates efficiently on the system proposed by the Bidder; and the Bidder is willing to accept responsibility for its successful operation.

3.15 Bid Security

3.15.1 The Bidder shall furnish, as part of its Bid, a Bid security in Clause 3.9.1 (e).

3.15.2 The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.15.3 The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a) a bank guarantee issued by a scheduled commercial Bank (other than Central Bank of India), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for Ninety (90) days beyond the validity of the Bid.

OR

- b) a Banker's Cheque / Demand Draft, issued by a nationalized/any Schedule commercial Bank / public sector bank in India, drawn in favour of Central Bank of India and valid for three months.

3.15.4 Any Bid, not secured as above, will be rejected by the Bank, as non-responsive.

3.15.5 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity prescribed by the Bank.

3.15.6 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per format 6.7.

3.15.7 The Bid security may be forfeited:

- a) if a Bidder withdraws its Bid during the period of Bid validity as specified in clause 3.17.1; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or



- c) in the case of a successful Bidder, if the Bidder fails;
- (i) to sign the Contract;
- or**
- (ii) to furnish Performance Security, as mentioned in Clause 3.33 herein.

3.16 Period of Validity of Bids

3.16.1 Bids shall remain valid for a period of 180 days.

3.16.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

3.17 Format and Signing of Bid

3.17.1 Each Bid should be in two parts –

Part I covering the **Technical and Masked Price Bid** (i.e. BOM without any price) and Qualification aspects hereinafter referred to as "**Technical Bid**".

Part II covering only the Indicative price schedules hereinafter referred to as the "**Price Bid**".

The two parts should be in two separate covers each super-scribed with the name of the Project mentioned in the Invitation to Bid, Bid No., as well as "Technical Bid" and "Price Bid" as the case may be, as detailed below. The superscription should also cover details regarding the project etc., as required vide clause 3.18 below.

3.17.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.17.3 Any inter-lineations, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The bank reserves the right to reject bids not confirming to above.

D. Submission of Bids

3.18 Sealing and Marking of Bids

3.18.1 The Bidders shall seal the envelopes containing "Technical Bid" and "Price Bid" separately and the two envelopes shall be **enclosed and sealed in an outer envelope**. The bidder should submit the soft copy of the Technical bid document in the form of CD, in the sealed envelope containing "Technical Bid".



3.18.2 The inner and outer envelopes shall:

- a) be addressed to the Bank at the address given;
- b) bear the Project Name - "RFP for Supply, Delivery, Installation, Support/ Services, warranty and maintenance of the Point of sales (POS) terminals", RFP ref. no. **CO:CCD:TXN-BKG:2016-17:9 dated 08.05.2017** and a statement: **"DO NOT OPEN BEFORE (mention respective bid opening dates)"**, and
- c) all envelopes should indicate on the cover the name and address of the bidder
- d) The inner cover containing "Technical Bid" should bear the Project Name - "RFP for Supply, Delivery, Installation, Support/ Services, warranty and maintenance of the Point of sales (POS) terminals", ", RFP ref. no. **CO:CCD:TXN-BKG:2016-17:9 dated 08.05.2017** and a statement: **"DO NOT OPEN BEFORE (mention respective bid opening dates)" - Technical Bid.**
- e) The inner cover containing "Price Bid" should bear the Project Name - "RFP for Supply, Delivery, Installation, Support/ Services, warranty and maintenance of the Point of sales (POS) terminals", ", RFP ref. no. **CO:CCD:TXN-BKG:2016-17:9 dated 08.05.2017** and a statement: - **Price Bid.**

3.18.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

3.19 Deadline for Submission of Bids

3.19.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.

3.19.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.20 Late Bids

3.20.1 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

3.21 Modification and Withdrawal of Bids

3.21.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.



3.21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

3.21.3 No Bid may be modified after the deadline for submission of Bids.

3.21.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

E. Opening and Evaluation of Bids

3.22 Opening of Bids by the Bank

3.22.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

3.22.2 Bids (and modifications sent), that are not opened at Bid Opening, shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.23 Clarification of Bids

3.23.1 During evaluation of the Bids, the Bank may, at its discretion, ask the Bidder for clarifications of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

3.24 Preliminary Examination

3.24.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.24.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. As to what constitute a material deviation, the decision of the Bank will be final and binding on the bidders.

3.24.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses,



a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

3.24.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

3.24.5 Only those bidders, whose Technical bids have been found substantially responsive, would be intimated by the Bank about their responsiveness and about the revised / updated Technical and Functional Specifications (if any), arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

3.25 Evaluation of Bids

3.25.1 Bill of Materials (Masked Price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.

3.25.2 The Bank may use the services of external consultants for bid evaluation.

3.25.3 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.

3.25.4 Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.

3.25.5 After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids.

3.25.6 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained

by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.25.7 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator/ bidder needs to cover the entire functional requirement as given in the RFP. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

3.25.8 Technical Evaluation

- 3.25.8.1 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.
- 3.25.8.2 Bidders who fulfil all qualifications mentioned in Part 3 of Eligibility Criteria of RFP will be the pre-qualified / technically qualified vendors and the price bid for this pre-qualified bidder will only be opened.
- 3.25.8.3 Bank reserves the right to waive any of the Technical and Functional specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation.
- 3.25.8.4 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.
- 3.25.8.5 Bidders may be called to give demo of the features of proposed terminal at their own cost, which will be taken into account for technical evaluation of the Bidders.

3.25.9 Opening of Price Bids

- 3.25.9.1 Price bids submitted by only those Bidders who are eligible in terms of the Eligibility Criteria and whose bids are evaluated by the Bank as Technically responsive to the Technical specifications will be opened.
- 3.25.9.2 The Bidders shortlisted / evaluated for opening of the Price Bids will be informed of the date / time / Venue of opening of price bids.
- 3.25.9.3 The Price Bids will be opened in presence of the representative of the eligible bidders.



3.25.9.4 After opening of price bids the prices will be declared to the bid opening committee and representative of bidders present.

3.25.9.5 The Bank will evaluate the Price Bids with respect to any deviations with respect to the conditions. The Arithmetical errors will be rectified on the following basis:-

3.25.9.5.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.25.9.6 For factors retained in the Bid, one or more of the following quantification methods will be applied:

(a) Delivery Schedule

The products and/or Systems and/or Services covered under this invitation are to be supplied, installed and commissioned within the period mentioned in 7.14. No credit will be given to early deliveries. An adjustment of 0.5% of the Bid price per week or part of week will be added for evaluation of Bids offering delayed deliveries.

(b) Quotation of Prices for all Items

The Bidder should quote for complete consignment of items proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific item / Product / service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that product /service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that product /service will be reckoned. This shall be binding on all the Bidders.

3.26 Contacting the Bank

3.26.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

3.26.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

**F. Award of Contract****3.27 Post-qualification**

- 3.27.1 The Price bids of all the bidders, after their evaluation on the technical and functional specification (*mentioned in part 5 of this document*) are found to be technically responsive shall be opened and would be arranged in descending order.
- 3.27.2 The successful bidders are required to participate in the Reverse Auction. The contract shall be awarded to the lowest (L1) bidder in the Reverse Auction. Bank reserves the right to negotiate with the L1 bidder before the award of contract.
- 3.27.3 Bank shall have the right to place the order to L1 bidder for the complete requirement. However, Bank may at its discretion split the requirement among L1 and L2 in the ratio 60:40 or between among L1, L2 and L3 in the ratio 50:30:20 depending upon the urgency provided L2 & L3 bidder meet the price / negotiated price offered by L1 bidder.

3.28 Award Criteria

- 3.28.1 The Bank will award the Contract to the successful Bidder L1 Bidder, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive.

3.29 Bank's Right to Accept Any Bid and to Reject Any or All Bids

- 3.29.1 The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders, or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.30 Notification of Award

- 3.30.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by fax, that its Bid has been accepted.
- 3.30.2 The notification of award will constitute the formation of the Contract.
- 3.30.3 Upon successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

3.31 Signing of Contract

- 3.31.1 At the same time as the Bank notifies the successful Bidder that its' Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 6.5, incorporating all agreements between the parties.
- 3.31.2 Within the period prescribed in clause 7.4, from the date of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

**3.32 Performance Security**

3.32.1 Performance Security of 10% (Ten percent) of the contract value in the required format to be submitted by the successful bidder as per Clause 4.6.

3.32.2 Failure of the successful Bidder to comply with the requirement of Clause 3.31.1 or Clause 3.31.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

Note: Notwithstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning reasons thereto.



4: TERMS AND CONDITIONS OF CONTRACT (TCC)

Clause No.	Topic	Clause No.	Topic
4.1	Definitions	4.16	Force Majeure
4.2	Country of Origin	4.17	Termination for Insolvency
4.3	Standards	4.18	Termination for Convenience
4.4	Use of Contract Documents and Information	4.19	Resolution of Disputes
4.5	Patent Rights	4.20	Governing Language
4.6	Performance Security	4.21	Applicable Law
4.7	Inspection & Quality Control Tests	4.22	Addresses for Notices
4.8	Penalty	4.23	Taxes and Duties
4.9	Payment	4.24	Supplier Integrity
4.10	Prices	4.25	Supplier's obligations
4.11	Contract Amendments	4.26	Patent Rights
4.12	Assignment	4.27	Site Preparation and Installation
4.13	Delay in Supplier's Performance	4.28	Commissioning of the Software
4.14	Liquidated Damages	4.29	Technical Documentation
4.15	Termination for Default	4.30	Right to use defective product



4: TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 4.1.1 "Supplier" is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.
- 4.1.2 "The Contract" means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 4.1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 4.1.4 "TCC" means the Terms and Conditions of Contract contained in this section.
- 4.1.5 'System' means a Computer System consisting of all Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Country of Origin

Please refer clauses 3.15 of IFB.

4.3 Standards

- 4.3.1 The Products and/or System supplied under this Contract shall conform to the Industry standards and those mentioned in the Technical and Functional Specification (TFS), and, when no applicable standard is mentioned, to the authoritative standards appropriate to the country of origin of products. Such standards shall be the latest issued by the institution concerned.

4.4 Use of Contract Documents and Information

- 4.4.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and, shall be extended for purposes of such performance.



4.4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this Bidding Document, except for purposes of performing the Contract.

4.4.3 *Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and, shall be returned (in all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.*

4.4.4 The Bidder shall sign a Non-disclosure Agreement as per Format 6.2.

4.5 Patent Rights / Intellectual Property Rights

4.5.1 The **Supplier** shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

4.6 Performance Security

4.6.1 Within the period of 21 Days upon receipt of the notification of Contract award, the Supplier shall furnish to the Bank, the Performance Security 10% of the Contract value for the period of the Contract plus three months.

4.6.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.6.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of a bank guarantee issued by a Schedule commercial bank in India (other than Central Bank of India), acceptable to the Bank, in the Format 6.6 provided in the Bid.

4.6.4 The performance security will be discharged by the Bank and returned to the Supplier not later than the period of the contract, following the date of completion of the Supplier's performance obligations under the Contract.

4.7 Inspection and Quality Control Tests

4.7.1 The Bank reserves the right to carry out inspection by a team of Bank Officials, of any of the existing live installations of the Supplier referred to in the Technical Bid, or demand a demonstration of the solution proposed on a representative model in the bidder's office.

4.7.3 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.



4.8. Penalty

The Bank shall have the right to impose penalty on vendor as under:

- In case of late delivery of GPRS based portable POS payment terminals by the vendor, 0.10% per day of the value of undelivered portion of the purchase order after 4 weeks delivery period, subject to maximum of 10% of the undelivered portion of the order.
- During the warranty period, In case of any problem in the GPRS based POS Terminal supplied by the vendor, it should be rectified in maximum 7 working days in Metro and urban centers and within 15 days in semi urban and rural centres. Failure to do so will attract penalty @0.10% of purchase rate of the items per day subject to maximum 10%, which will be recovered from the vendor.
- During AMC/ATS period failure to do so as per B above will attract penalty @ 1% of the AMC value of the items per day subject to maximum 25% of AMC value shall be recovered.
- The purchaser is entitled to deduct the penalty from the purchase price or any other amount, which is due to supplier from this contract, or any other contract or by invoking the Bank Guarantee.

4.9. Payment Terms

4.9.1. Payment Schedule -

- Upon delivery of POS Terminal (For the number of quantities being delivered at prescribed destination as required by Bank) -90%
- On submission of Performance Bank Guarantee of 10% of the terminal value delivered.
- Payment shall be released within 45 days from the date of delivery of ordered item at designated location and submission of undisputed invoice, whichever is later. Further, the above payments will be released only after submission of PBG, and signing of SLA, Integrity Pact and NDA by the selected bidder.
- All the payments will be made by the Bank direct to the bidder except as otherwise provided in the tender after deducting Tax Deducted at Source (TDS), wherever applicable.

4.10 Prices

4.10.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.11 Contract Amendments

4.11.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.12 Assignment

4.12.1 Bank may assign the Project and the solution and services provided therein by 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 facilities management services 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 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 Vendor. 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 Vendor and shall include appropriate wordings to this effect in the agreement entered into by Vendor with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Vendor to perform or termination/expiry of the contract.

4.13 Delays in the Supplier's Performance

4.13.1 If at any time during performance of the Contract, the **Supplier** should encounter conditions impeding timely delivery of the terminals, the **Supplier** shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the **Supplier's** notice, the Bank shall evaluate the situation and may, at its discretion, extend the **Suppliers'** time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.13.2 Except as provided in the above clause, a delay by the **Supplier** in the supply of its delivery obligations shall render the **Supplier** liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.14. Liquidated Damages

4.14.1 The Bank will consider the inability of the Supplier 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 Supplier. 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, warranty, maintenance etc. by the Supplier. 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
- Delivery/Availability, but no installation of the components and/or software
- No Integration
- System operational, but unsatisfactory to the Bank

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 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (5 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 contract.

4.15 Termination for Default

4.15.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the **Supplier**, may terminate the Contract in whole or in part:

- (a) if the **Supplier** fails to supply and install terminals within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- or**
- (b) if the **Supplier** fails to perform any other obligation(s) under the Contract.

4.15.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the **Supplier** shall be liable to the Bank for any excess costs for such similar Products or Services. However, the **Supplier** shall continue performance of the Contract to the extent not terminated.

4.16 Force Majeure

4.16.1 Notwithstanding the provisions of TCC, the **Supplier** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

4.16.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the **Supplier** and not involving the **Supplier's** fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.16.3 If a Force Majeure situation arises, the **Supplier** shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the **Supplier** shall continue to perform its 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.

4.17 Termination for Insolvency

4.17.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

4.18 Termination for Convenience

4.18.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in



whole or in part, at any time for its convenience by giving 30 days prior notice. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

4.19 Resolution of Disputes

4.19.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.19.2 If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.19.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.
- (b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank..
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- (d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.
- (e) This RFP 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 RFP. 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.

4.20. **Audit/Review:**

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider 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 service provider. 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 service provider 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 service providers 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 service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

4.21. **Indemnity:**

1. The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim,



suit or proceeding brought against the Bank as a result of:

- a. Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Vendor under this Agreement; and/or
 - b. An act or omission of the Vendor, employees, agents, sub- contractors in the performance of the obligations of the Vendor under this Agreement; and/or
 - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
 - d. Breach of any of the term of this Agreement/PO or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or
 - e. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - f. Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or
 - g. Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.
 - h. statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, security, firewall, antivirus etc.) etc. supplied by him.
2. The Vendor will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
 - a. Notifies the Vendor in writing; and
 - b. Cooperates with the Vendor in the defense and settlement of the claims.
 3. The Vendor shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Vendor fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this Agreement and to meet the Service Levels.
 4. Additionally, the Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,
 - a. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or
 - b. resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however,
 - i. the Vendor has sole control of the defense and all related settlement negotiations.
 - ii. the Bank provide the Vendor with the assistance, information and authority reasonably necessary to perform the above and



- iii. Vendor aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations.

However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

5. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
6. The Bank do hereby indemnify the Vendor, and shall always keep indemnified and hold the Vendor harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the Vendor only as a result of:
 - a. Third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software,
 - b. Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Vendor.
 - c. If Bank completed any modification in any equipment or use any specification for hardware and software after consultation with vendor shall be excluded from any restriction contained here in above.
7. The vendor will not be liable for defects or non-conformance resulting from Bank's failure to comply with any mutually agreed environmental specifications:
8. The total liability of the vendor under the contract shall not exceed total cost of the project / agreement.

4.22. Limitation of Liability

The Vendors aggregate liability in connection with obligations undertaken as a part of the this Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors 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 under this project and operated according to the Vendor's advice and same confirmed by Bank's officials. 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 service providers of the Bank would be



considered as a direct claim.

4.23. Independent Contractor/Sub-Contractor:

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor / OEM is responsible for supplying the POS terminal as per the requirement of Bank, managing the activities of its personnel or the personnel of its subcontractors/Authorized Reseller and will be accountable for both. Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. 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 the purchase contract to be issued for this scope of work. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by Vendor, for any assignment under the purchase contract to be issued for this scope of work. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors. Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

4.24 Publicity

Any publicity by the bidder in which the name of bank is to be used should be done only with the explicit written permission of bank

4.25 Confidentiality

The VENDOR 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 VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers, advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The VENDOR agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by

such employees or consultants shall be deemed to be a breach of this Agreement by the VENDOR and the VENDOR shall be accordingly liable therefore and indemnify to the BANK.

Provided that the VENDOR 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 VENDOR shall, unless prohibited by law or regulation, promptly notify the BANK of such order and afford the BANK the opportunity to seek appropriate protective order relating to such disclosure.

4.26 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 VENDOR to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract;
- b) Delay in supplying the equipment's with Software Development Kit (SDK) and Terminal Management System (TMS) within defined timelines;
- c) Serious discrepancy in supplied equipment / functionality of any service, which has an impact on the Bank's equipment in production environment;

ii. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the VENDOR.

iii. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the VENDOR at more favourable 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 VENDOR should continue to supply the equipment's and provide services to the Bank as per the contract.

v. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The VENDOR should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the VENDOR regarding the delivery of the reverse transition services.

vi. The reverse transition services to be provided by the VENDOR shall include the following:

- a) The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
- b) Vendor shall provide adequate documentation thereof.
- c) The vendor shall jointly manage the POS with the bank or designated team for a

reasonable period of time

d) The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.

vii. Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor's Intellectual Property Rights of this Agreement.

viii. Warranties:

- a) All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.
- b) The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- c) The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
- d) The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

ix. The cost for reverse transition if any should be part of the commercial offer.

x. During which the existing VENDOR would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The VENDOR agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

xi. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

xii. The Bank and the VENDOR shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

xiii. The VENDOR agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required.



4.27 Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Vendor / OEM / Authorized Reseller 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

“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 bid submission) designed to establish bid 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.

4.28 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 tender document 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 tender document 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.

4.29 Governing Law and Jurisdiction

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 / OEM /



Authorized Reseller 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 / OEM / Authorized Reseller.

This indemnification is only a remedy for the Bank. The Vendor / OEM / Authorized Reseller 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.

This Agreement shall be governed and construed in accordance with the laws of India. The Courts at Mumbai alone and no other courts shall have jurisdiction.

4.30 Addresses for Notices

4.30.1 The following shall be the address of the Bank and Supplier.

Bank's address for notice purposes:

Central Bank of India,
 Transaction Banking Department,
 Ewart House , Homi Modi Street,22
 Fort -Mumbai 400 051.

Supplier's address for notice purposes (To be filled in by the Supplier)

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4.30.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.31 Taxes and Duties

4.31.1 The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. except applicable taxes like VAT,CST, GST, local taxes, if any, which will be borne by the Bank. The Supplier will be entirely responsible for licence fee, road permits, NMMC cess ,LBT, Octroi , insurance etc. in connection with the delivery of products at site advised by the Bank including



incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

4.31.2 Income / Corporate Taxes in India:

The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

4.31.3 Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted, and issuance of certificate for such deductions, shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

4.31.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof, as may be imposed on him by such laws and regulations.

4.32 Supplier's Integrity

The **Supplier** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.33 Supplier's obligations

- a. The **Supplier** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- b. The **Supplier** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the **Supplier's** negligence. The **Supplier** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- c. **The Supplier** is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour's.
- d. **The Supplier** will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.



4.34 Patent Rights / Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising from the use of the Products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay. 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 equipment 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 will 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 equipment, 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.

4.35 Insurance -

The hardware/equipment to be supplied under the contract shall be fully insured till delivery by the bidder at Bank's designated location, against any loss or damage. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment. All expenses towards insurance shall be borne by the vendor.

4.36 Duration of Contract -

Bank will enter into contract initially for a period of 5 years as under:

- AMC and warranty of GPRS Based portable POS payment terminals (2 years warranty plus 3 years support under AMC/ ATS). AMC/ATS rate will be finalized through this RFP and shall be valid for period of three years after expiry of warranty period of two years of hardware.
- However, during the currency of the contract with the Bank if there is any general reduction in rates due to any change in guidelines of any concerned government body or principal supplier(if any), then the bidder has to pass on the proportionate benefit to the Bank.



4.37 WARRANTY

All GPRS based POS Terminals shall remain under comprehensive warranty as under :

- 2 years from the date of delivery. The vendor shall be fully responsible for the hardware and software warranty for a period of 2 years of all equipment"s, accessories, spare parts etc. and software installed in the device, against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period. In case of repetitive hardware/ software failure (three times in a month) it shall be replaced by equivalent or higher model new equipment by vendor, at no extra cost to Bank. This will include providing the latest patches of software installed in the POS Terminal, Definition update / patch update, upgrade, latest version of the software would be provided by vendor immediately for critical updates at no extra cost to the bank.
- Warranty should not become void if the purchaser buys any other supplemental hardware from third party and install it with/in these machines. However, the warranty will not apply to such hardware items installed.

4.38 ANNUAL MAINTENANCE CONTRACT / ANNUAL TECHNICAL SUPPORT

- The AMC/ ATS rates for hardware and software will be valid for a period of three years after expiry of two year"s warranty period. Payment of AMC / ATS will be released in advance on quarterly basis. The AMC / ATS may be terminated by the Bank after giving three months" notice in case of deficiency in services. The taxes on the quoted rates for AMC and ATS, shall be applicable as mentioned above. The quoted AMC rate would be applicable for proactive support on 24 x 7 x 365 basis.
- AMC would cover all appliances/hardware components without any exceptions. The Bank will enter into an all inclusive Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) with the selected bidder after the expiry of warranty period of two years. The scope of AMC / ATS will be same as scope of Warranty mentioned in above Para.



PART 5: MANDATORY REQUIREMENT
TECHNICAL AND FUNCTIONAL SPECIFICATIONS (TFS) OF TERMINALS
(To be included in the Technical Bids duly completed and with comments)

Parameter	Requirement	Response Yes/No
Processor	ARM 9 or 11 or equivalent and 32 bit RISC based processor with a minimum of 300 MH processor or equivalent or above	
Memory and Storage		
Flash	Minimum 192 MB(128 MB of Flash,32 MB of SDRAM)	
RAM / SDRAM	Minimum of 32 MB upgradable or above	
Storage (optional)	Micro -SD reader option	
Reader		
Card readers	Inbuilt Contact-less Smart card reader as per ISO 14443 standards (Type A, Type B)	
Magnetic card readers	Triple track (tracks 1,2,3), bi-directional	
Input & Output		
Keypad	To have Programmable keys, Function keys and alpha numeric Keys. Minimum 18 keys with functional/navigation keys	
Printer speed	Minimum 18 lines per second or above.	
Thermal roll	Paper roll cage of minimum 25 mm to 40 mm	
Display	Colour Display 240X320 QVGA	
Communication Interface		
Serial Port on device or on docking station	Minimum RS232	
USB Port	Slave port	
Wireless	GPRS modem to suit Indian Frequency band/ Bluetooth	
	GSM/GPRS on 850/900/1800/1900 MHz;	
Security		
SAM Slots	Minimum of 2 and compliant to ISO standard 7816	
EMV Certification (Mandatory)	Minimum EMV Certification Level 1 & 2. To meet RBI guidelines	
PCI / PED standards (Mandatory)	PCI PED 3.0 Certification	
Cryptography Support with required certification	Triple DES for Key Management with UKPT (Unique Key Per Transaction)	
CE / FCC or equivalent Certification		
Power and Charging		
Input power supply	Input 100 volt to 240 volt AC, 50 Hz	
Battery	Li-Ion Minimum of 1800 mAh or above	



Other		
Terminal Weight	Approximately minimum weight of 250 gms to a maximum weight of 500 gms	
Environmental compliance:	Operational temperature: -5°C to 45°C Operational humidity: 5% to 90%	
*Online Support	Remote terminal Management and Software upgrade	
*Software that can be run in parallel along with other payment Application	Industry proven software application on the terminal	

Certification/Compliance/Regulatory/Hardware/SDK/TMS Requirements

Condition	Description	Response
EMV Certification	The terminal is EMV compliant (minimum standard is EMV 4.0 for L1 & L2). The supplier will have to be an EmvCo approved vendor.	YES/NO
Contactless Certification	VCPS Paywave 2.1.3 or later or the equivalent contactless Kernel 3. PayPass version 3.0 or later Any future requirements by Card schemes.	YES/NO
PCI Approval	The terminal meets the latest and future PCI mandates for PCI DSS, PCI PA DSS, PCI PTS (3.0 or above)	YES/NO
Regulatory Mandates	The terminal meets all the present and future regulatory requirements like PIN prompting, DUKPT, TLE, BIS etc.	YES/NO
Sharing of SDK for Banks Business needs	The terminal vendor should provide the bank or its representative the SDK for its use.	YES/NO
DES Encryption	3 DES Encryption supported	YES/NO
Power Adapter	AC/DC INPUT Voltage: 100-240V; 47-63Hz ;	
	and Max Consumption: 210mA, Output : 8V 2A	
	<i>(Full specifications of Power Adapters and their suitability for Indian conditions, particularly in tier-2 & tier-3 centres to be furnished)</i>	YES/NO

Functionality Requirements:



Business Condition	Definition	Response
Chip transactions	Transactions performed using chip cards.	YES/NO
Option of Contactless	Transactions performed using Contactless protocols.	YES/NO
Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	YES/NO
Keyed transactions	Transactions performed using card numbers entered manually.	YES/NO
UPI QR Code Transactions	UPI Transactions using QR Code	YES/NO
Blocking Transaction	How to enable/ disable a particular transaction?	
Mode	Parameter driven.	
	Blocked by BIN	YES/NO
	Ceiling limit by BIN Keyed	
Online Authorization	Transaction used to authorize a card is valid or not.	YES/NO
Purchase (Sale)	Transaction used to authorize a card and amount.	YES/NO
Refund	This transaction is used to credit the money to cardholder account from merchant account.	YES/NO
Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch.	
Pre-Authorization	This transaction is mostly used in hotel and lodging environment. This transaction will be stored in separate batch. This will not be settled with the normal batch. This will be moved to normal batch / settlement after sale completion transaction.	
Cash back/ Cash@POS	This transaction allows cardholder to get cash from merchant.	YES/NO
Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.	YES/NO
Tip handling	This is mostly used in restaurant merchants to give TIP to restaurant employees.	YES/NO
End of Day	This is to settle all the transactions performed during the day. Merchant's account will be credited only after this transaction.	YES/NO
Cancel Button	Cancel key is used to cancel any operation and take the terminal back to idle screen display	YES/NO
Enter Button	Enter Key is used to confirm anything on the terminal application.	YES/NO
Paper Detection	Paper feed is used to feed the paper in terminal internal thermal printer.	YES/NO
Time Display	To display date/time on terminal's display.	YES/NO
Batch Purge	This is to clear the open batch transactions.	YES/NO



Request current batch totals	This is to give summary of transaction count and amount based on card types, performed in the current batch.	YES/NO
Request previous batch totals	This is to give summary of transaction count and amount based on card types, performed in the last settled batch.	YES/NO
Duplicate Transaction printing	This is to print the last transaction charge slip for reference.	YES/NO

Security Levels	What Features can be password protected: Voids Refunds Preauth Offline forces Batch Purge Supervisor Engineer	YES/NO
Shift Totals	This is to give summary of transaction count and amount based on card types, performed in the current batch. Usually used in Petrol pumps etc.	YES/NO
Display Transactions	This is to review transactions on the current batch on terminal display.	YES/NO
Detail Report	This is to give detailed information of card number, card type, transaction amount, invoice number, expiry date, and totals.	YES/NO



Summary Report	This is to give summary of transaction count and amount based on card types, performed in the current batch.	YES/NO
Search by Number	This is to search transactions based on invoice number or based on last 4 digits of card number.	YES/NO
Search by Amount	This is to search transactions based on transaction amount.	YES/NO
Date/Time	Synchronized with host? Receipt timestamp printed from authorization response.	YES/NO
Display Terminal ID	To display terminal ID for verification and confirmation.	YES/NO
Display Version	Current Software	YES/NO
Print Settings	Print current configuration settings.	YES/NO
Edit Print Option	Turn off printer.	YES/NO
Change Contrast	To adjust contrast of display.	YES/NO
Edit Password	Change password option.	YES/NO
Edit Terminal ID	Password protected?	YES/NO
Edit Date	To change terminal's date/time manually.	YES/NO
Software Download Modes	Must have Terminal Management System (TMS). See TMS section.	YES/NO
Multi-Application	Ability to run multiple applications like Payments, loyalty, gift card etc. without affecting other application's data.	YES/NO
Multi Merchant	Ability to support multiple merchants in a same application. This is mostly used under EMI environment.	YES/NO

1. Weightage will be given on the above items/ specs. for the purpose of

evaluation as the Bank may deem fit.

Response	Weight age
YES	1
NO	0

2. Technical Evaluation Committee will evaluate the responses and due weight-age as mentioned by the bidder in their proposals during the demo /presentation of the proposed terminal and reference Site visits.
3. Minimum 80% of the Total Score (calculated by multiplying all the technical and functional features by 1) will be required by Bidder to qualify in the technical evaluation.
4. Technical Evaluation Committee decisions on markings will be final and will be binding on all the bidders. No Communication regarding marks will be entertained.

**PART 6 : BID FORM, PRICE SCHEDULES AND OTHER FORMATS (BF)****INDEX****FORMAT NUMBERS**

6.1.1 Bid Form (Technical)

6.1.2 Bid Form (Price)

6.2 Non-Disclosure Agreement

6.3 Price Schedule

6.4 Bid Security Form

6.5 Organizational Profile

6.6 Service Support Details

6.7 Bank Guarantee against Annual Maintenance

6.8 Undertaking for Support Services

6.9 Undertaking for consortium Support Services

6.10 Confirmation for Eligibility Criteria

6.11 Undertaking of Authenticity

6.12 GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION**6.12A COMPLIANCE AGREEMENT**



**BID FORM (TECHNICAL
 BID)
 (to be included in Technical Bid
 Envelope)**

FORMAT - 6.1.1

Date :

To,
 Deputy General Manager
 Central Bank Of India
 Corporate Communication Department
 Central Office,
 Sorabji Bhawan, Fort
 Mumbai – 40021

**Reg.: REQUEST FOR PROPOSAL FOR SUPPLY, WARRANTY
 AND ANNUAL MAINTENANCE OF POINT OF SALES (POS)
 TERMINALS.**

**Ref: Your RFF Ref: CO:CCD:TXN-BKG:2016-17:9 dated
 08.05.2017**

~~~~~  
 ~~~~

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install POS terminals, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to supply, deliver, install the POS terminals in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus three months for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

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

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

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this day of 2017.

 (Signature)

 (Name)

 (In the capacity of)



Duly authorised to sign Bid for and on behalf of _____



FORMAT – 6.1.2

BID FORM (PRICE BID)
(to be included in Price Bid Envelope)

Date:

Deputy General Manager
 Central Bank Of India
 Corporate Communication Department
 Central Office,
 Sorabji Bhawan, Fort
 Mumbai – 40021

**Reg.: REQUEST FOR PROPOSAL FOR SUPPLY, WARRANTY AND
 ANNUAL MAINTENANCE OF POINT OF SALES (POS) TERMINALS**

**Ref: Your RFP Ref: CO:CCD:TXN-BKG:2016-17:9 dated
 08.05.2017**

~~~~~  
 ~~~~

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus three months for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

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

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

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

Dated this day of 2017.

 (Signature)

 (Name)

 (In the capacity of)



Duly authorised to sign Bid for and on behalf of _____



NON-DISCLOSURE AGREEMENT

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, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "**CBI**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART** and **CBI** 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 it

from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, 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. **Non-disclosure:** 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 Non-disclosure 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 non-disclosure 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. **Publications:** 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. **Term:** 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. **Title and Proprietary Rights:** 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.



5. **Return of Confidential Information:** 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.
6. **Remedies:** 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.
7. **Entire Agreement, Amendment, Assignment:** 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. **Governing Law and Jurisdiction:** 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. **General:** The Receiving Party shall not reverse-engineer, 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 of

Name of Authorized signatory:
signatory:

Designation:

**For and on behalf of
CENTRAL BANK OF INDIA**

Name of Authorized

Designation:

**Bill of Material(BOM) -Price Breakup Schedule****(To be submitted after Reverse Auction)****Total Equipment Cost with 02 year Warranty + 03years AMC****(Cost of Adapter, Battery and Motherboard to be given separately)**

| | Description | Price Per Terminal | QTY | Total Price (INR) |
|----|--|--------------------|--------|-------------------|
| A | Cost of GPRS Based portable POS Payment Terminal with NFC card reader and compliant with technical specifications mentioned in the RFP including 2 year warranty cost
(in INR)
Cost of Adapter (included in A) Rs_____
Cost of Battery (included in A) Rs_____
Cost of Motherboard (included in A) Rs_____ | | 150000 | |
| B | AMC / ATS cost valid for a period of 3 years (3 rd , 4 th and 5 th year), after expiry of 2 years warranty period, per unit per year. | | 150000 | |
| | Total Cost of Ownership (TCO) (A+B) (in INR) | | | |
| C. | Change Management post Implementation if any (Per Man Day Cost). | | | |

Note :

- The price should be mentioned in Words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.
- Total Cost of Project (TCO) for 5 years.
- L1 bidder(s) will be decided on the basis of least of total cost of Project derived after conducting reverse auction .
- Per Man day cost will be considered only for any change Management post implementation for non-RFP requirements and which does not form part of TCO

this day of 2017

Office Seal:

Place

Date

Authorised Signatory

Name:

Designation



**BID SECURITY UNDERTAKING FORM
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)**

Deputy General Manager
Central Bank Of India
Corporate Communication Department
Central Office,
Sorabji Bhawan, Fort
Mumbai – 40021

Whereas _____ having its registered office at _____
(hereinafter called “the Bidder”) has to submit its bid dated _____ for Procurement of POS
terminals 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/- -----

**ORGANISATIONAL PROFILE****(Include in Technical Proposal Only – Not to be included in Price Proposal)**

| | | | |
|---|-------------------|---|---|
| CONSTITUTION
1. Proprietary
2. Partnership
3. Private Ltd.
4. Public Ltd. | : | | |
| Established since | : | | |
| Commercial Production of
the solution on Offer started | : | | |
| Address of Registered Office | : | | |
| Category | : | i. Software Producer / Developer (Principal)
ii. Hardware Manufacturer (Principal)
iii. System Integrator / Solution Provider (Third-party) | |
| If Consortium, then specify
name of members | : | 1.
2. | |
| | | Name | Phone Nos. (with STD Codes) |
| Names of
Proprietor/Partners/ | : | 1. | |
| | | 2. | |
| | | 3. | |
| Number of Engineers
familiar with the solution | : | | |
| Number of Total Employees | : | | |
| Solution being offered, sold so far to: | | | |
| Purchaser, with full
address
and Details of contact person | Modules
in Use | Date of Sale | Whether Warranty/AMC still
continues |
| 1. | | | |
| 2. | | | |
| 3. | | | |

Note: Please support the above facts with documentary evidence. Please also attach Income- Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above.

Signature of Bidder: _____

Name: _____

Business address : _____

Place:

Date:



FORMAT 6.6

SERVICE SUPPORT DETAILS
FORM

| City /
Location | Postal Address,
Telephone, Fax,
E-Mail and
Contact Details of
Support
Personnel | Office Working
Hours
(Please
mention
whether the
Support Agency is
Owned or | Number of
Software
Engineers
capable of
supporting
the Software | Owned or
Franchisee . |
|--------------------|--|---|--|--------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*



PERFORMANCE BANK GUARANTEE

TO,
CENTRAL BANK OF INDIA
MUMBAI
-----.

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed to purchase POS Terminals (hereinafter referred to as “Goods”) from M/s ----- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the POS Terminals, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the POS terminals as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- 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 contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of POS Terminal to perform as per the said contract, and also failure of the contractor to maintain the POS Terminal as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the POS terminals 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 contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e ----- (this date should be date of expiry of Guarantee).

4) 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 contractor and accordingly discharges the Guarantee.



5) 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 contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) 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 contractor 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 contractor 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 contractor 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.

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

8) 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 contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled 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 contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) 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.

10) Notwithstanding anything contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs------(Rupees--

i) -----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).

11) 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 ----- 2015 at -----

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

sd/- -----



UNDERTAKING FOR SUPPORT SERVICES

To:

Deputy General Manager
Central Bank Of India
Corporate Communication Department
Central Office,
Sorabji Bhawan, Fort
Mumbai – 40021

**Reg.: REQUEST FOR PROPOSAL FOR SUPPLY, WARRANTY
AND ANNUAL MAINTENANCE OF POINT OF SALES (POS)
TERMINALS.**

**Ref: Your RFP Ref: CO:CCD:TXN-BKG:2016-17:9 dated
08.05.2017**

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the contract period.

We undertake that during support Period we will maintain an minimum Uptime of 99.95% on quarterly basis for the entire/core solution proposed, with a MTBF(Mean time between failure) of 90 days.

Dated this day of 2017

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of



UNDERTAKING FOR CONSORTIUM SUPPORT SERVICES

To,
Deputy General Manager
Central Bank Of India
Transaction Banking Department
Central Office, Sorabji Bhawan, Fort

Mumbai – 40021

**Reg.: REQUEST FOR PROPOSAL FOR SUPPLY, WARRANTY
AND ANNUAL MAINTENANCE OF POINT OF SALES (POS)
TERMINALS**

**Ref: Your RFF Ref: CO:CCD:TXN-BKG:2016-17:9 dated
08.05.2017**

We hereby certify that:

- 1) The systems offered and / or other services or solution of another consortium member and the solution proposed by us will operate effectively on the system proposed by us.
- 2) We further confirm that we accept full responsibility for its successful operation.
- 3) We further undertake that we will be only single point of contact for any/all purpose.
- 4) We further submit that we do have a back to back agreement with all the consortium members. We further submit that required uptime, agreement to provide necessary support is available. We enclose documentary proof copy of agreement with the consortium members or service providers.

Dated this day of 2017

(signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

Note: The certificate is applicable if bidder offers the products / services through its consortium member.



CONFIRMITY TO ELIGIBILITY CRITERIA

Format 6.10

| Sr. No. | Eligibility Criteria | Required Documentary Evidence |
|----------------|--|--|
| 1 | The Bidder should be registered in India since last three years. The bidder should be an Original Equipment Manufacturer (OEM) or an Authorized Reseller. If bidder is the reseller, then an OEM authorisation certificate should be provided in the name of the reseller. The OEM may use the reseller address as their representative in India. And the Reseller can use the OEM credentials to meet the requisite eligibility criteria's as per the | The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid. |
| 2 | The OEM should have supplied minimum 25000 non-biometric POS Terminals and 5000 biomteric POS terminals to Scheduled Banks in India in the last 3 years | Supported by documentary evidence and also copies of the Service Contracts wherever entered |
| 3 | Operating System of the terminal proposed should have an industry proven track record for more than a year. The OEM shall provide free of cost any upgradation in the Operating System / software / application required for proper functioning of the devices throughout the Contract Period. The OEM shall submit such declaration along with the technical bid. | Undertaking from the bidder |
| 4 | The bidder should have an average annual turnover of INR 100 Crores (INR Hundred Crores Only) from selling of POS machines only for the last three years. The OEM can provide their Balance sheet as the eligibility criteria, if OEM is bidding through an Authorized reseller. | Audited Financial statements for the relevant years to be submitted. |
| 5 | The bidder must be having positive net worth in each year during last three years (2013-14, 2014-15 and 2015-16). | Audited Financial statements for the relevant years to be Submitted. |
| 6 | Bidder should not have been blacklisted by any PSU bank in India/ IBA / RBI during the last five years. | A self-declaration letter on the Company's letterhead should be submitted along |
| 7 | The bidder should have permanent office in India with easy access. | Address details to be submitted |



| | | |
|-----|--|--|
| 8 | The successful bidder shall have Service centre in major cities or should setup a service centre in the city of the project where devices more than 1000 numbers are being supplied for a single city and nearby regions. along with the technical bid. | Self-declaration with List of branch / service centre / franchises with full details of Name, Address / Telephone Numbers should be attached.. |
| 9 | Bidder should not have been declared as NPA by any Bank or Institution. Self-Declaration to be submitted along with the Bid. | Self declaration |
| 10. | The OEM MUST have capabilities and necessary certifications for manufacturing Europay MasterCard Visa (EMV), Payment Card Industry Security Standards Council (PCISSC) Standards e.g. PCI PTS, PCI DSS compliant products. It is the responsibility of OEM to maintain these certification for the Contract Period.
All devices should be PCI PED (PIN Entry Device)/PTS (PIN Transaction Security) 3.0 certified. The Bidder should provide the necessary documentary proof to this effect. EMV certification (including Level-2 and Business Application) of terminals for Bank's Technology Service Providers will be the responsibility of the Bidder and the cost for the same will also have to be borne by the Respondent(s)/terminal vendor | Copy of the Certificate to be submitted. |
| 11. | The terminals offered should be certified by MasterCard, Visa, Amex, NPCI, DFS/Diners, China Union Pay/JCB etc. and should accept these cards. Terminals should meet the standards prescribed from time to time by such agencies. | Copy of the Certificate to be submitted. |
| 12 | The terminal vendor/Respondent(s) should provide the Bank (CBI) or its representative, technology partner or its customer, the SDK (Software Development kit) and TMS (Terminal Management System) for its usage. The POS terminal costs quoted in the financial bid should be | Self Certificate |
| 13. | The Bidder should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics cards etc. and also the terminals offered should support all types of Credit, Debit and Pre-paid contact and contactless cards. | Self Certificate |



| | | |
|----|--|--------------------|
| 14 | The Bidder should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics cards etc. and also the terminals offered should support all types of Credit, Debit and Pre-paid contact and contactless cards. Terminals should be upgradable or should have provision to capture data for biometric authentication. | Self Certificate |
| 15 | The terminals offered should support signature based, Chip based, Contactless (NFC) and PIN based cards. | Documentary proof. |



Undertaking of Authenticity

Format 6.11.

To.
Deputy General Manager
Corporate Communication Department
Central Office,
Sorabji Bhawan, Fort, Mumbai – 40021

**Reg.: REQUEST FOR PROPOSAL FOR SUPPLY, WARRANTY AND ANNUAL
MAINTENANCE OF POINT OF SALES (POS) TERMINALS**

Ref: Your RFP Ref: CO:CCD:TXN-BKG:2016-17:9 dated 08.05.2017

With reference to the equipment being quoted to you vide our Quotation No: _____ dated _____, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorised License Certificate (eg Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the POS Terminal / Software already billed, we agree to take back the POS terminals without demur, if already supplied and return the money if any paid to us by you in this regard.

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised Service Centre / Reseller / SI etc.

Dated this day of 2017

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of



GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Central Bank of India intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

Rules for E Procurement Auction (Reverse Auction):

a. APPLICABILITY:

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
 - a) Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.
 - b) Agreement between System Integrator and bidder. (This format will be given by the System Integrator prior to announcement of Reverse Auction.)
 - c) Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

d. TRAINING:

- i. The Bank will facilitate training for participation in Reverse Auction through the System Integrator for the Reverse Auction. During the training the

Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.



- ii. Wherever necessary, the Bank / System Integrator may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

e. DATE/ TIME FOR TRAINING:

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement / fixing of Training Date / Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

f. DATE/ TIME OF REVERSE AUCTION:

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 2 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. CONDUCT OF REVERSE AUCTION:

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a System Integrator specifically identified/ appointed/ empanelled by the Bank.

h. PROXY BID:

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.



- iv. During training, the issue of proxy bidding will be clarified in detail by the System Integrator.

i. TRANSPARENCY IN BIDS:

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

j. MASKING OF NAMES:

- ii. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

k. START PRICE:

- i. Bidders will fill the unit cost of the line items mentioned in Appendix 1 Form 02 of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value (D) as per Appendix 1 Form 02 of RFP. This total value is taken as the start price of the bidding process.

l. DECREMENTAL BID VALUE

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs. 10,00,000.00. The bid decrement value shall be in multiples of Rs. 10,00,000.00.
- ii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iii. Decremental value will be appropriated across the line items of Format 5 (BOM) of RFP proportionately by the system.

m. REVERSE AUCTION PROCESS:

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Appendix 1 Form 02 of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information,



power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the System Integrator by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the System Integrator. This shall be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the System Integrator to upload the faxed prices online. In case the required time is not available with the System Integrator at the time of receipt of fax message, the System Integrator will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

- v. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- vi. Bidders shall participate in the training or mock auction at their own cost.

o. CHANGES IN BUSINESS RULES:

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. OTHER INSTRUCTIONS:

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor System Integrator can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. ERRORS AND OMISSIONS:

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

Terms and conditions of Reverse Auction:

- a) Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the System Integrator. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.
- b) The auction type is English Reverse No Ties.



- c) The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.
- d) Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- e) Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.
- f) There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- g) Bidding will be conducted in Indian Rupees (INR).
- h) The bidder has to quote the total cost of items mentioned in Annexure 5 of RFP (Line item Nos 1 and 2). Bank will arrive at TCO as per the format mentioned in the Annexure 5 after closure of bidding.
- i) The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.
- j) The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- k) Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- l) Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP CO:CCD:TXN-BKG:2016-17:5 as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- m) Only those bidders who are technically qualified and competent to provide the required solution as per RFP CO:CCD:TXN-BKG:2016-17:5 are only eligible to participate in Reverse Auction Process.
- n) All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.
- o) All other terms and conditions of the RFP no. CO:CCD:TXN-BKG: 2016-176:5 remain unchanged.



COMPLIANCE AGREEMENT

FORMAT 6.12A

We communicate our unconditional acceptance to the following terms and conditions of RFP **CO:CCD:TXN-BKG:2016-17:9** dated **08.05.2017** for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. **CO:CCD:TXN-BKG:2016-17:9** dated **08.05.2017** for “RFP for Procurement of POS Terminals and empanelment of vendors” in connection with the reverse auction event held by CENTRAL BANK OF INDIA & to be conducted by _____.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of CENTRAL BANK OF INDIA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. CENTRAL BANK OF INDIA will make every effort to make the bid process transparent. However, the award decision by CENTRAL BANK OF INDIA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP **CO:CCD:TXN-BKG:2016-17:9** dated **08.05.2017**
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of CENTRAL BANK OF INDIA, bid process, bid technology, bid documentation and bid details. CENTRAL BANK OF INDIA TENDER documents remain the property of CENTRAL BANK OF INDIA and all suppliers are required to return these documents to CENTRAL BANK OF INDIA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of _____ or CENTRAL BANK OF INDIA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. _____ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and CENTRAL BANK OF INDIA.
9. CENTRAL BANK OF INDIA’s decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from CENTRAL BANK OF INDIA.



Any other suppliers, including those registered on _____ do not automatically qualify for participation.

11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at CENTRAL BANK OF INDIA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by _____ in consultation with CENTRAL BANK OF INDIA. The decision of CENTRAL BANK OF INDIA would be final and binding on all bidders.
14. CENTRAL BANK OF INDIA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold _____, its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
16. _____, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. _____ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of _____'s control.
18. Please note that CENTRAL BANK OF INDIA may consider debaring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
19. We have read the CENTRAL BANK OF INDIA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Name:

Stamp:

RFP for Procurement of POS Terminals
and empanelment of vendors



सेन्ट्रल बैंक ऑफ़ इंडिया
Central Bank of India

Designation:
Date:

Place:

Organization:

Signature:

**PART 7 - SCHEDULE OF DATES, AMOUNTS ETC. (SDA)**

| | | |
|------|--|---|
| 7.1 | Bid Security Amount | Rs. 50,00,000/- |
| 7.2 | Bid Validity Up to | 180 days from the last date Stipulated. For receipt of responses to the Bid |
| 7.3 | Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award Of Contract | 21 days |
| 7.4 | Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract. | 7 days |
| 7.5 | Period of Contract (from the Date of Award of Contract) | 5 Years |
| 7.6 | Performance Security Amount | 10% of the contract value |
| 7.10 | Required period of validity of the Performance Security | 60 months |
| 7.11 | Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.6.4 | 90 days |
| 7.14 | Period within which Delivery of the terminals will be made. | Within 4 Weeks ,as and when Bank place the indent during period of 18 Months. |

End of Document