Central Bank of India

Tender Document

Tender Reference Number:

CO:DIT:PUR:2017-18:242

Request for Proposal

For

X-RAY BAGGAGE INSPECTION SYSTEM (XBIS)

Cost of the Tender Document: Rs. 5,000/- (Rs. Five Thousand Only)

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A).INVITATION FOR TENDER OFFERS

Central Bank of India proposes to replace the X-Ray Baggage Inspection System (XBIS) under BUY BACK of existing system (As is where is basis) at our office in CBD Belapur.

B) TENDER NOTICE

Central Bank of India invites sealed tender offers in **two bid system** (technical offer and commercial offer) from the authorized dealers/ Manufacturers supplying/ maintaining X-Ray baggage Inspection System (XBIS) and having their own offices in Greater Mumbai / Navi Mumbai for supplying, installation, commissioning and maintaining one X-Ray Baggage Inspection System (XBIS) under BUY BACK of existing system (As is where is basis) at our office in CBD Belapur.

C) TENDER DOCUMENT

The copy of tender document may be obtained from Dept. of IT, 1st Floor, Plot No. 26, Sector – 11, CBD Belapur, Navi Mumbai on all working days in person. Alternatively the same can be downloaded from Bank's website www.centralbankofindia.co.in. The details are given below:

Tender Reference	**CO:DIT:PUR:2017-18:242**
Cost of Document	Rs.5000/-
Earnest Money Deposit (by DD)	Rs.1,00,000/-
Date of commencement of sale of tender document (RFP)	13-04-2017
Date and venue of Pre-bid meeting	27-04-2017 at 15.00 Hrs Central Bank of India, DIT, 1st floor, Sec.11, Plot No.26, Opp.Belapur Rly. Stn., CBD Belapur, Navi Mumbai 400 614.
Last Date and Time for receipts of tender offers	15.05.2017 up to 15.00 Hrs
Technical Bid Opening date	15-05.2017 at 15.30 Hrs
Address of Communication	Central Bank of India, DIT, 1st floor, Sec.11, Plot No.26, Opp.Belapur Rly. Stn., CBD Belapur, Navi Mumbai 400 614.
Contact Telephone Numbers	022-66387761/ 7045040083/8879937166 022-67123550/67123669
Email Id:	agmsecuritycso@centralbank.co.in, smcosecuruty@centralbank.co.in cbdsecurity@centralbank.co.in smitpurhase@centralbank.co.in
Website:	www.centralbankofindia.co.in

D) DISCLAIMER

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. 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 ever 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.

It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address before the date of the Pre-bid meeting. Vendors, who furnish the Tender Fees of RFP Document before pre-bid meeting, will be eligible to participate in the pre-bid meeting. If they fail to bring the document cost, their queries will not be answered till the submission of document fee.

Fees for RFP document Rs. 5,000/- to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favour of "Central Bank of India" payable at Mumbai and the DD should be submitted prior to the pre bid meeting.

If any vendor chooses not to attend the pre-bid meeting, their queries if any may not be entertained by the Bank. However, they will be allowed to participate in the RFP process and the said fee for RFP document can be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers.

Earnest Money Deposit of Rs.100,000/- (Rpees One Lakh only) must accompany all tender offers (as specified in this tender document). EMD should be submitted along with the "Technical Offer".

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

OFFERS OF FIRMS NOT HAVING THEIR OWN OFFICES/ SERVICE CENTRES IN GREATER MUMBAI / NAVI MUMBAI WILL NOT BE CONSIDERED. THE BANK RESERVES THE RIGHT TO REJECT ANY/ ALL APPLICATIONS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

(S.K.SINHA)
CHIEF MANAGER-ADMIN(DIT)

1) SCOPE OF WORK

1.1 Supply, installation , commissioning and maintaining one – X-Ray Baggage Inspection System (XBIS), in our offices located in CBD Belapur Navi Mumbai

2.1 **Buy Back** : Buy Back of existing XBIS system (Smiths Detection Heimann X-ray Technology- Model XBIS HI-SCAN 60401 as is where is basis). The successful bidder should dispose off the old machine without having any environmental effect.

2) TERMS AND CINDITIONS:

2.1 Supply, installation and commissioning of XBIS System is to be completed within a period of **four weeks** commencing from the date of acceptance of the purchase order issued by the Bank.

2.2 Any delay in completion of the work over the stipulated period will attract penalty of 0.2% of the contract value per day subject to maximum of 10% of the contract value. The Bank reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the supplier. The Bank reserves its right to terminate the contract when penalty exceeds 10% of the Contract value.

3. ELIGIBILITY CRITERIA FOR SHORT- LISTING

The preliminary evaluation will be done on the following parameters and offers from firms established in India and not conforming to any of these parameters will be rejected.

Techno-commercial parameters:

3.1 Average sales volume of the firm in the last three years – The firm should have average annual sales turnover f Rs. 10 Crores and above in the last three financial years (2013-14, 2014-15, 2015-16) – **Enclose document.**

3.2 Profit in the previous three financial years - The firm should have earned profit during the last three years **Enclose document.**

3.3 Works executed in the last three years – The firm should have installed at least 10 XBIS in the country in the last three years , of which at least five systems (currently fully operational & under warranty or Annual Maintenance Contract with the firm) should be in Greater Mumbai. **(Enclose details of firms where supplied and AMC in vogue).**

3.4 No of years in XBIS business – Minimum 5 years **(Enclose documentary proof).**

3.5 Own office and service center in Mumbai – The firm should have its own office or Service center functioning in Greater Mumbai **(Enclose details viz. Mailing Address, Contact person, Contact number.)**

3.6 A.E.R.B (Atomic Energy Regulation Board)Certificate for radiation safety as per standards

3.7 Bidder should not have been black listed, for any reason whatsoever or failed to discharge its stated obligations in execution of any projects by the Government/ government agency/ Bank/ financial institutions in India (Enclose Declaration)

3.8 The bidder should not be a NPA account holder in any of the banks in India (Enclose Declaration)

4. TWO BID SYSTEM OFFER

The offer will be in two parts , Technical offer and Price Bid. Both parts should be submitted in separate sealed covers duly super scribed **" Technical offer for XBIS"** and **"Price Bid for XBIS"** respectively and both sealed envelopes should be placed in another sealed envelope supersized **"Offer for XBIS"** and should be submitted **latest by 29.04.2017 up to 15.00 Hrs.** at the following address – Central Bank of India , DIT 1st Floor, purchase Department, Opp Belapur Railway Station, Plot No. 27, Sector 11, CBD Belapur, Navi Mumbai – 400614.

5. EARNEST MONEY DEPOSIT:

Earnest money deposit of rs. 1,00,000.00 (Rs. One Lakh only) , in the form of a Demand Draft / Pay order issued by a scheduled commercial Bank favoring Central Bank of India , payable at Mumbai must be submitted along with the Techno- commercial offer. Offers not accompanied with Earnest Money Deposit of Rs. 1.00 Lakh will not be accepted. This amount will be forfeited if , having been selected by the Bank for the job, the successful bidder refuses to accept purchase order or having accepted the purchase order , fails to carry out his obligations mentioned therein.

Bank Guarantee in lieu of Earnest Money Deposit **will not be** accepted. No Interest will be payable on the earnest money Deposit . The Earnest Money Deposit will be refunded to the unsuccessful offerers after completion of tender process. The Earnest Money paid by the successful offerer will be released only after satisfactory commissioning of the XBIS.

6. TECHNICAL OFFER (TO)

1. The Technical offer (TO) should be complete in all respects and contain all information asked for in this document. **It should not contain any price information.**

2. It is mandatory to submit the technical details in the prescribed proforma (Annexure III) duly filled in, along with your offer. In case of non-submission or partial submission of technical details the bank shall reject the offer. The TO must be submitted in an organized and structured manner. No brochures and leaflets etc. should be submitted in loose form.

7. The Technical Offer (TO) should comprise of the following

1. Covering letter on the prescribed format (Annexure -1)
2. Earnest Money Deposit of Rs. 1.00 Lakh in Demand Draft/ pay order.
3. Supplier's profile as per annexure II
4. Technical specifications completed with all rows/ columns filed in (Annexure – III)
5. Copy of the A.E.R.B. Certificate for radiation safety as per standards.
6. Integrity Pact as per Annexure VII (Stamped with Rs 500/-)
7. Manufacturer authorization Form as per Annexure-VIII

8. COMMERCIAL BID (PRICE BID):

The price Bid should contain relevant price information and the rates should be quoted in India Rupees only. The Price Bid should comprise the commercial Version of Bill of Material as per the Annexure –IV and must contain all the price information. **The offer from the supplier should be for a specific model. The bank shall reject any offer with multiple options.**

9. PRICE COMPOSITION:

The price quoted should be only in Indian rupees and including all taxes and duties except sales tax /VAT/service tax and octroi or entry tax which will be paid on actual basis

1. Cost of the XBIS machine with accessories F.O.R. destination.
2. Installation and commissioning charges, if any.
3. Cost of training to be imparted.
4. Three Years comprehensive on-sites warranty maintenance covering all parts, service, and visits to the site.
5. Post warranty comprehensive AMC for 2 years covering the entire XBIS encompassing all software / hardware items, accessories , spares and consumables including conveyor belt and lead flaps (curtains).

   The bank will shortlist suppliers, who satisfy technical and other requirements laid down in the document. The Price Bids of only the short listed suppliers will be opened. Short listed suppliers will be notified by e-mail / post and the suppliers/ authorized representatives may be present at the time of opening of the Technical offers and price Bids.

10. **COST OF BIDDING :**

The bidder shall bear all the costs associated with the preparation and submission of bid and bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process**.**

11. BIDDING DOCUMENT

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder’s risk and may result in the rejection of its bid without any further reference to the bidder.

12. AMENDMENTS TO BIDDING DOCUMENTS:

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be **either uploaded in the website** or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

13. PERIOD OF VALIDITY :

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

14. LAST DATE AND TIME FOR SUBMISSION OF BIDS :

Bids must be received by the Bank at the address specified in the Bid Document not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without showing any reason.

15. LATE BIDS:

Any bid received by the Bank after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

16. MODIFICATION AND / OR WITHDRAWAL OF BIDS

1. Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
2. No bid will be modified after the deadline for submission of bids.
3. No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

17. CLARIFICATION OF BIDS :

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

18. BANK’S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS :

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank's action.

19. NO ERASURES OR ALTERAIONS:

TECHNICAL/ Commercial details must be completely filled up. Corrections or alterations, if any, should be authenticated.

20. NO PRICE VARIATIONS:

The price bid shall be on a fixed price basis. No upward revision in the price will be considered on account of subsequent increase in customs duty, excise duty, etc. However, if there is any reduction in Government levies/ taxes, during the offer validity period, the same shall passed on to the Bank.

21. VALIDITY OF OFFER:

The offer should be valid for a period of 120 days from the last date for submission of the offer.

22. EVALUATION PROCESS:

Offers will be evaluated in the following stages:

Stage I

Incomplete offers and offers not accompanied by the mandatory documents and EMD shall be rejected.

Stage II

Offers will be evaluated against the stipulated minimum eligibility criteria. Offers not complying with the eligibility criteria will be rejected summarily.

Stage III

Short listing of supplier (s) based on the evaluation of Technical requirements complied with, live demonstration of the system offered and satisfactory feedback from the reference site.

Stage IV

Opening the commercial bids of the short listed firm(s).

23. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

24. OPENING OF OFFERS

Technical offers will be opened at 3.30 p.m. on the 29.04.2017. in the presence of the offerers. The offerers / their representatives may be at the time of opening of offers. No separate initiation will be sent in this regard to the vendors for deputing their representatives. The Technical offers will be opened at the time and date that will be fixed after checking the technical eligibility of the vendors. In case of any change in this schedule due to unavoidable circumstances the same will be communicated telephonically.

25. HEALTH AND SAFETY:

The X-Ray baggage Inspection System of manufacturers should be certified by the Atomic Energy Regulatory board (A.E.R.B.) of India for radiation safety as per the standards. Copy of the certificates should be attached with Techno- Commercial offer.. offers not accompanied by a copy of A.E.R.B. certificate will be rejected.

26. ORDER CANCELLATION:

1. If the vendor fails to deliver and / or install the equipment within stipulated time schedule or the extended date communicated by the Bank, it would be considered as a breach of contract. Bank reserves the right to cancel the purchase order or entire contract in all such cases of breach of contract by giving 15 day notice.

2. The Bank reserves its right to cancel the order in the occasion of delay in delivery / Installation / commissioning of equipment.

26.3 Also the order will be cancelled, if serious discrepancy in hardware is noticed.

26.4 In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the vendor and/or foreclose the bank guarantee given by the supplier against the advance payment and may take appropriate action.

If the supplier fails to deliver and / or install the equipment within the stipulated time schedule of the extended date communicated by the Bank, it will be a breach of contract. The bank reserves the right to cancel the order in the event of delay in delivery/ installation / commissioning of equipment and forfeit the Earnest Money Deposit.

27. PAYMENT TERMS:

1. No advance amount will be supplied to the suppliers.
2. 90% payment will be released after successful supply, installation, testing , commencement and functioning of the XBIS system. 10% balance amount after one month on submission of unconditional performance bank guarantee for 10% of Contract Value valid for the period of warranty & AMC plus three months. i.e 63 months.

28.PENALTY

28.1 Penalty for Delay in supply and installation

The bidder must strictly adhere to the schedules for completing the timeline for supply and installation. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the bidder's inability to meet the established delivery dates, the bank may take suitable penal actions as deemed fit. The bidder shall agree to a penalties structure in accordance with the following:

For delayed beyond the implementation schedule :
The Bidder shall be liable to forfeit up to 1% of the project cost if the project is delayed beyond the implementation schedule every week or part thereof subject to maximum 10% of the Project Cost and the delay is solely the Bidder fault and reasons not attributable to Central Bank of India.

28.2: Penalty for Downtime of machine: If the machine is down and not resolved within 48 hrs, penalty @0.2% of project cost per day will be imposed and the same will be recovered from the payments to be made to the successful bidder.

29. **INSURANCE :** The supplier should get the hardware items insured for a period of 3 months from the date of delivery in the name of the Bank at no extra cost to the Bank. The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective branches covering all risks (including fire, burglary, SRCC, natural calamities such as earth quake, flood etc).

30. **TAXES:** The price quoted should be exclusive of taxes like VAT/Service Tax and octroi which will be paid on actuals at the time of payment. However, the price should include Customs , Exice duties etc.

31. **PERFORMANCE BANK GUARANTEE: (ANNEXURE- V)**

Successful supplier should produce an unconditional Performance Bank Guarantee from a Public Sector Bank equal to 10% of the total cost of the system and effective for a period **63 months from the date of installation i.e 36 months warranty period and 24months AMC period plus 3 months claim period**. During defect liability period (warranty Period) supplier should attend to all repairs/ defects/ replacement of major/ minor spare parts free of cost. In case of failure on the part of the supplier to attend to the defects in within a reasonable period, the Bank will on its own will get the defects rectified through another agency at the risk and cost of the supplier. Such repairs/ rectifications through another agency in such circumstances will not affect the liabilities of the supplier on the warranty for its remaining period not will it affect the supplier' liability on the stipulated post warranty Annual Maintenance Contracts.

32. **GUARANTEES:**

The XBIS including all components delivered to the Bank should be brand new. The supplier should also guarantee that all the software./ components supplied by the supplier is licensed and legally obtained .

33. AVAILABILITY OF SPARES

The spares for the product offered should be available for at least 10 years.

34. WARRANTY

1. Equipment Warranty

The offer must include comprehensive on –site warranty of **three** years from the date of successful installation and commissioning of the equipment. Supplier shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc, covered by the offer. The supplier must warrant all equipment, accessories, spare parts etc, against any manufacturing defects during the warranty period. During the warranty period the supplier shall maintain the equipment and repair / replace all the defective components at the installed sites at no additional charge of whatsoever nature to the bank.

Vendor will be liable to replace the whole unit during the warranty period in case of following :

- The Unit is not repairable.
- The Unit is repaired 4 times or more during the warranty period.
- The Unit is repaired with inferior spares.

Warranty should not become void if Central Bank of India buys any other supplemental hardware from a third party and installs it with/in these machines in the presence of the representative of the vendor. However, the warranty will not apply to such third-party hardware items installed by Central Bank of India.

34.2 **Software Warranty** All the software supplied will carry following warranties:

Media warranty for 90 days

Patches and updates for one year

However, version upgrades of the software supplied are not expected to be covered by the warranty.

35. MAINTENANCE STANDARD EXPECTED DURING WARRANTY

The supplier should ensure that the defects in the XBIS reported on any working day is set right on the same day and in no case later than the next working day. In case the system or any equipment can not be repaired with in the stipulated period , the supplier should provide a replacement till the system / equipment is returned duly repaired.

36. ANNUAL MAINTENANCE CONTRACT

1. Should the Bank decide to do so, the supplier is expected to maintain XBIS including all accessories/components and software supplied for at least five years after the expiry of warranty period.

2. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in rupees per year in the Price Bid

3. During the warranty period and the comprehensive AMC period, the supplier is expected to visit the XBIS sites at least once in a quarter for preventive maintenance and /servicing and on call by the Bank any number of times in case of defects, if any, in the system with out any additional cost to the Bank.

4. The supplier shall maintain the equipment and repair/replace all defective components, major or minor and may use for this purpose spares or consumables including conveyor belt and lead flaps (curtains) at no additional charges other than the AMC contract charges.

5. The AMC charges will be released in four installments at the end of every three months period from the date of expiry of warranty, on satisfactory performance of the XBIS and against submission of service report.

6. After the post warranty mandatory comprehensive AMC period, the supplier may continue the Annual Maintenance Contract at the price/charges as may be mutually agreed upon by the Bank and supplier.

7. If any of the peripherals, components etc, are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment or equivalent capacity or higher capacity at no additional charges to the Bank during the currency of Warranty period and AMC period.

37. TRAINING

The supplier should train the security personnel of the Bank for two days at the time of installation and thereafter at every 3 (three) months interval during warranty period.

SECTION III- LEGAL PROVISIONS

38. LIQUIDATED DAMAGES

38.1 If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.

38.2 The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract. At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

39.BLACKLISTING-

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

40. INDEPENDENT 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 Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be.

41. INDEMNITY

41.1 The Bidder 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:

41.2 Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or P O and/or

41.3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or PO and/or

41.4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or

41.5 Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

41.6 Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or

41.7. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

41.8. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

41.9 The Bidder 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 RFP 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:

41.10 Notifies the Bidder in writing; and

41.11Cooperates with the Bidder in the defense and settlement of the claims.

41.12. The Bidder shall compensate the Bank for such direct financial loss suffered by the Bank if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.

41.13 Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,

41.14 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

41.15 resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced 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 Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

41.16The Bidder has sole control of the defense and all related settlement negotiations.

41.17 the Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and c) Bidder is aware of 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.

41.18Indemnity would be limited to Court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

41.19 The Bank do hereby indemnify the Bidder, and should keep indemnified and hold the Bidder 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 Bidder as a result of:

41.20 third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software;

41.21Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Bidder.

41.22The Bidder / bidder will not be liable for defects or non-conformance resulting from Bank’s failure to comply with any mutually agreed environmental specifications:

42. <u>ASSIGNMENT</u>

Bank may assign the Project and the solution and services provided therein by Bidder 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 Contractor/sub-contractor, at its sole option, upon the occurrence of the following:

(i) Bidder refuses to perform;

(ii) (ii) Bidder is unable to perform;

(iii) (iii) termination of the contract with Bidder for any reason whatsoever;(iii)expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract.

43. BIDDERS'LIABILITY

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited.
In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder.
The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

44. INFORMATION OWNERSHIP

All information transmitted by successful Bidder belongs to the Bank. the Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely

attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.
The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards
designed, developed, or implemented by the Bidder or existing at any Bank location.

45. SURVIVAL

Any provision or covenant of this RFP/Agreement, which expressly, or by its nature, imposes obligations upon vendor beyond the expiration, or termination, shall so survive after termination or expiration.

46. INSPECTION, AUDIT & VISITATIONS

46.1 **Right to Inspect, Examine and Audit**:

All OEM/Vendor records with respect to any matters / issues covered under the scope of this RFP shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/VENDOR outsourced process to identify new outsourcing risks as they arise. The VENDOR shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the VENDOR outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

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

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

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

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

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

46.2Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank’s representatives access to the Vendor’s facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

47. FORCE MAJEURE

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

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

47.2. If a Force Majeure situation arises, the Vendor shall promptly notify the bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the bank in writing, the Vendor shall continue to perform Vendor’s 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.

47.3 In such a case the time for performance shall be extended by a period (s) not less than of such delay. If the duration of delay continues beyond a period of three months, The Bank and the Vendor shall hold consultations in an endeavor to find a solution to the problem. Notwithstanding the above the decision of the Bank shall be final and binding on the Vendor.

48. TERMINATION

48.1 Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

48.1.1 if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;

48.1.2. If the Successful Bidder fails to perform any other obligation(s) under the contract.

48.1.3 If the Successful Bidder, in the judgment of the Bank has engaged in corrupt practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to 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.

48.2. In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.

48.2.1 In case the contract is terminated then all undisputed payment will be given to vendor, but disputed payment shall be adjusted by way of penalty from invoices or PBG.

48.3 **Termination for Insolvency**

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, 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. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

48.4 **Termination – Key Terms & Conditions**

The Bank reserves the right to terminate the agreement with the Bidder / vendor at any time by giving ninety (90) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder.

48.4.1. has a winding up order made against it; or

48.4.2. has a receiver appointed over all or substantial assets; or

48.4.3. is or becomes unable to pay its debts as they become due; or

48.4.4. enters into any arrangement or composition with or for the benefit of its creditors; or

48.4.5. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

49. CONFIDENTIALITY

“Confidential Information” means any and all information that is or has been received by the Vendor(“Receiving Party”) from the Bank (“Disclosing Party”) and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas,

methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality for the term and thereafter.

Nothing contained in this clause shall limit Vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services, subject to strict confidential obligation, contemplated under this clause, provided further that the Vendor shall at no point use the Bank's confidential information or Intellectual property.

The Vendor Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of centralized Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party / Bank or its customers or their projects.

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

Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure

Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party

Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document

Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party / Bank

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

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

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

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

49.5. The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

49.6. The Vendor represents and agrees that during the Term of this RFP or until the Bank takes over the Deliverables from the Vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or nonfunctioning of Deliverables) is caused due to the willful act or gross misconduct of the Bank or any of its personnel as certified jointly by the Project Directors of the Parties. In such an event, the Vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP without any additional cost to the Bank.

49.7 The restrictions in the preceding clause shall not apply to:

49.7.1 Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party /Bank contrary to the terms of this document); or any information which is independently developed by the Receiving Party / Vendor or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

49.7.2 Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party / Vendor shall promptly notify the Disclosing Party / Bank of such requirement with a view to providing the Disclosing Party / Bank an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

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

The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank. The Vendor shall execute NDA (Non-disclosure Agreement) with Bank as format shared provided in this RFP.
The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated. The vendor shall submit a non-disclosure and integrity pact as per requirement of the Bank.

50. NON DISCLOSURE AGREEMENT: The Bidders should sign and submit the Non disclosure agreement as per annexure-vi

51. COMPLIANCE WITH LAWS

51.1 Compliance with all applicable laws: Vendor shall undertake to observe, adhere to, abide by, comply with 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 scope of work 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.
51.2. Compliance in obtaining approvals/permissions/licenses: Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.
51.3 This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above**.**

52. INTELLECTUAL PROPERTY RIGHTS

The Vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

The Vendor represents that a separate RFP is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this

Project. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank,

(i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or

(ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or

(iii) Replace the Software with a compatible, functionally equivalent and non-infringing product. All third party software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder.

53. VIOLATION OF TERMS

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

54. RESOLUTION OF DISPUTES AND REMEDIES

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

54.2If The Bank officials and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.

54.3If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, The Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

54.4All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will 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.

54.5If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

54.6This 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.

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

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

55. PRIVACY AND SECURITY SAFEGUARDS

55.1The Vendor shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location. The Vendor will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Vendor will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location.

55.2 The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.

55.3. The Vendor hereby agrees that they will preserve the documents.

56. 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 RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

57. STATUROTY AND REGULATORY REQUIREMENTS

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract.

58. CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Vendors / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Vendors (prior to or after offer submission) designed to establish offer prices at artificial non competitive levels and to deprive the Bank of the
benefits of free and open competition. The Bank reserves the right to reject a proposal for award if it determines that the Vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

59. PUBLICITY

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party**.**

60. ENTIRE AGREEMENT AND AMENDMENTS:

This Agreement sets forth the entire agreement between the parties and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

61. SURVIVAL AND SEVERABILITY:

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on VENDOR shall so survive beyond the expiration, or termination of this Agreement The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

62. INTEGRITY PACT : The bidders should agree for the terms of integrity pact as per the annexure. VII and submit on Rs 500/- stamped paper. Please note the bidders not submitting the Integrity Pact will be disqualified and their commercial offers will not be opened.

For further clarifications if any, you may contact the following address.

Asst Manager-Security
Central Bank of India
Deptt of Information Technology
CBD Belapur
NAVI MUMBAI-400614
Phone: 8879937166

Companies/firms interested in our proposal for installation of XBIS conforming to the afore-said terms and conditions may send their offers to the following address latest by the last date & time for submission of offers.

Central Bank of India, DIT, 1st floor, Sec.11, Plot No.26, Opp.Belapur Rly. Stn., CBD Belapur, Navi Mumbai 400 614.

Annexure -1 (Letter to the Bank on the suppliers' Letter head)

To
Chief Manager-Admin
Central Bank of India
Deptt of Information Technology
First floor, Sector 11, Plot No 26
CBD Belapur,
NAVI MUMBAI-400614

Dear Sir

Sub: Your RFP for XBIS

With reference to your tender noticed published in News paper on __________ and the RFP published in your website with effect from ___________, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of XBIS equipment as detailed in your above referred RFP, We confirm that we have not been disqualified by any PSU bank for supply of XBIS and also confirm that we are not the NPA (Non performing Account) account holder in any banks in India. We further confirm that the offer is in conformity with terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for 120 days from the last date for submission of the offer. We hereby undertake to provide an unconditional Performance Bank Guarantee equivalent to 10% of the value of the invoice amount with a validity period of 63 months from the date of the order. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part with out assigning any reason whatsoever.

We enclose herewith a Demand draft/Pay order for Rs 1,00,000/- (Rupees one lakh only) favoring Central Bank of India and payable at Mumbai, towards earnest money deposit, details of the same are as under,

i) Demand Draft/Pay Order No

ii) Date of Demand Draft/Pay Order

iii) Name of Issuing Bank

Yours faithfully

(Authorised Signatory)
(Name & Designation, seal of the firm)

Annexure-II SUPPLIER PROFILE

1. Name of the Organization and Address

2. Year of Establishment:

3. Status of the firm (Whether Pvt Ltd Company/Public Ltd Company/Partnership Firm/ Proprietorship Firm)

4. Name of the Chairman/ Managing Director/CEO/Country Head (as the case may be)

5. Whether Registered with the Registrar of Companies/ Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.

6. a) Name and Address of Bankers:

   i) ii)

   b) Turnover and Profit of the Company/Firm in

   2013-14 2014-15 2015-16

   (Attach a copy of audited Balance sheet and Profit & Loss Account)

7. Sales tax Registration No
   (Also furnish copies of income tax clearance certificate)

8. Income Tax, Permanent Account Number.
   (Furnish Copies of income tax clearance certificate)

9. Is the Firm a manufacturer of XBIS system/Authorized Dealer
   a) Location & Address of manufacturing unit.

10. Give details of the after sales service facility in terms of technical manpower and spares provided by your company in Mumbai.

11. Since when and how long your company/Firm has been manufacturing XBIS Systems

12. Furnish the names of organizations where you have installed XBIS systems in Mumbai in the last three years from 04 April 2013 to 31st March 2016:

    a) Name of the Organization with address, Year of Installation and Contact Nos
       (Please attach copies of their purchase orders)

13. Details of Technical Staff in Mumbai:
    Name , Post held

All the information furnished by me/us above here is correct to the best of my/our knowledge and belief. I/we agree that I / We have no objection if enquires are made about the work listed by me / us here in above and /or in the accompanying sheets.

Place. SIGNATURE
Date.

Name, Designation & Seal of the Company

ANNEXURE-III (TECHNICAL SPECIFICATIONS)

SNO	MACHINE SPECIFICATIONS	YES / NO
1	Baggage type- The machine should be capable of scanning hand bags and very Flat objects such as envelops	
2	Tunnel should be capable of scanning the baggage size of 400 mm (height) x 600 mm width	
3	Penetration should be upto 28 mm or thickness of steel at 140 KVA	
4	Resolution- The machine should be able to display a single insulated copper wire of 42 SWG /38AWG . All penetration and resolution condition must be available simultaneously with out operator intervention.	
5	Film Safety- Photographic fils should not be damaged due to X-ray radiation. The machine should be film safe in compliance ISO 1600/33DIN.	
6	X-ray dose- The radiation level should not exceed accepted health standard i.e within 0.1 m R/hr at a distance of 5 cm from external housing	
7	X-ray beem divergence- The X-ray beem divergence should be such that the complete image of maximum size of bag is displayed with out corner cuts and with Edge enhancement imaging	
8	The machine should have features of multi energy X-ray imaging facility where materials of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials. With this method It should be possible to distinguish high density organic materials including explosives. Machines should have variable colour or materials stripping to facilitate the operator to monitor images of organic materials for lcosure scrutiny. All suspicious items (Explosives, High density material, narcotics) should be displayed in one mode and that should be online.	
9	Audio Visual alarm: If the machine fails to penetrate a particular item, then both audio and visual alarm should be generated with the visual alram confined within the non penetrating material, to notify the operator.	
10	Defective diode- In case of defective diode arrays, the scanning should be disabled and error message should be displayed on the screen. However, the scanning should be programmable, so that if the defective diodes are less than the programmable value of the detector set, scanning should be enabled.	
11	Lead impregnated safety screens- Lead impregnated safety screens should be available at either ends of tunnel. Steel sliding bed of mini 0.50m on entry and 1.0 m on exit for smooth drop and pick up of luggage / bags.	
12	Idle rollers should be provided at either ends of the tunnel to facilitate placing of baggage at the input and output points.	
13	Conveyor height shall be in the range of 750-850 mm	
14	Conveyor belt speed should be between 0.2-0.3 Mtrs per second for handbags	
15	Input /output roller system- The input and output frame shall be provided with rollers of length 600 mm on each side with barrier frame to prevent bags falling off.	
16	Conveyor load minimum 150Kg, distributed over the conveyor.	
17	Operating Temperature should be 0^{o} C to 40^{o}C and storage temperature -20^{o}C to 60^{o}C	
18	Duty cycle should be 100% and the system should be ready for operation within 2 minutes in case of power failure	

19	Power conditioning suitable servo stabiliser with inbuilt isolation transformer should be provided	
20	Bi-directional scanning facility should be provided with out holding any switch	
21	Certification 1. The machine should comply with requirements of health and safety regulations with regards to mechanical , electrical and radiation hazards. The supplier should furnish Approval Certificate from Atomic Energy Regulatory Board (A.E.R.B) of India regarding radiation safety.	
22	ISO 9000 Certification or higher level certificate for design and manufacturing and ISO 9001-2000 Certification or higher level certificate for maintenance and after sales support	
23	Operational Safety- Emergency stop switch at both ends of tunnel should be provided	
24	User Manual: Two sets operator manual should be provided with the system	
25	X-ray Generator	
	Anode Voltage 140 KV to 160KV (Typical range) Cooling hermitically sealed oil bath Beam direction Diagonal /vertically upward from Bottom to top. Tube Current 0.70 mA to 1mA (Typical range)	
26	Image Generating system	
	30 Image presentation- The system should be able to produce clear color & Monochrome images on a colour monitor with minimum of 1280 X 1024 pixels, 17" size SVGA. TFT Monitor.	
27	Image features should be keyboard controllable	
28	Zoom facility should be available to for step less zoom of the chosen area of an image thirty two times (X32) or more. Image features shall be keyboard controllable. Vertical Zoom panning should also be available. magnify the chosen area of an image upto eight times or more.	
29	Image Recall- The system should be capable of recalling 100 previous images, The system should have the capability of archiving not less than 50000 images	
30	Grey levels Approximately 4096 Grey levels should be stored	
31	Monitor : (21 inch) ,Operating system windows latest version, Processor: (Intel core i5) ,System Memory: : 4 GB (MIN) Ram ,Display: : 24 Bit True Color ,Hard Disk : minimum 1 TB ,DVD writer : 52 X (I no.) ,USB port : 4 nos. ,Mouse 2 ,Key board 2	
	SOFTWARE SPECIFICATIONS	
1	Single Software- The System should work on one software only keyboard control-All operating software features should be controlled from keyboard of machine only. Keyboard function should be user friendly.	
2	Threat Image protection (TIP) Software	
3	Password protection - All software features of machines should be "online"and "Password"protected.	
4	Online recording and storage- The system should have online recording facility and image files should be transferable to external storage device through USB port	

5	Report facility: The system should have software controlled diagnosis report facility and system should give printout, If printer is connected	
6	No rebooting. The system should not require rebooting to enable /disable a software feature	
7	Supervision & training- Operators TIP software facility should be incorporated in the offered X-ray machine to assist supervisors in testing the operator's alertness and training, X-ray screener/operators to improve their ability in identifying specific threat object.	
8	) The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 fire arms in various sizes, shapes, locations & orientations. However, the system shall have facility to expand the library to incorporate additional images by user without assistance of the manufacturer. ii) The image library should contain images of threats at different orientations – both plane and end-on orientation should be used. Although these will be assigned different file names and references, it must be possible to cross-reference these as the same threat. All threat Image Projection images must be realistic, representative and non-distinguishable from real threat items.	
9	Expansion of TIP library- The TIP facility should have facility to expand the library to incorporate additional images by user with out assistance of the manufacturer.	
10	Realistic Images: The image library should contain images of threats at different orientations- both place and end-on orientation should be used. All image projection images should be realistic , representative and non distinguishable from real threat items.	
11	Image Analysis: Once the screener /operator has responded to identify the computer generated threat image, it should remain on the screen for predefined user programmable time for analysis. The image should be highlighted upon identification and feedback message shall be visible to the screener / operator	
12	System Administrator- The threat image projection facility should have details of user database such as screener /operator name, user ID number, level of access such as screener / operator and Administrator with password	
13	Restricted Access: Access to start up menu should be restricted only to authorized individuals. A login procedure by means of "Password or Security Key" should be provided to achieve restricted access	
14	Login Time : The login procedure should not take more than 20 seconds	
15	Facility to bypass TIP: The system should have facility to bypass the TIP facility, if programmed so, by the system administrator. It is to be ensured that the TIP software should not be hindrance to normal functioning of X-ray machines.	
16	Messages-When opeator logs in or logs out, appropriate messages should be displayed on XBIS VDU screen to confirm that the operator has been correctly logged in or logged out	
17	Storing Data: All TIP data should be stored in the system database for a minimum period of two months after it has been downloaded. No Individual, regardless of access rights to the TIP components should be able to delete or amend any of the TIP data i.e TIP data on the actual x-ray machine should be read only files	

18	Feedback- The feedback should clearly indicate on screen that TIP object has been correctly identified / TIP object has been missed / No TIP object was present. No message needs to be presented if the screener /operator correctly passes a clear bag.	
19	Feedback to the screener / operator- Different color coding should be used for feedback to the screener /operator	
20	Daily Log- The system should automatically prepare the daily log of events for each shift and for each screener /operator performance	
21	Contents of TIP Log: TIP log should indicate particulars of name of the screen /operator, time and date threat of threat image projection, whether threat image was successfully identified or missed etc	
22	i) The Threat Image Projection should be capable of giving feed back “HIT, MISS or FALSE ALARM” message. No message will be presented if a screener correctly passed a clear bag. ii) A “HIT” message to be presented when a screener has correctly identified a Threat Image Projection image. A “MISS” message shall be presented when screener fails to identify the Threat Image Projection Image. A “False Alarm” message shall be given when screener incorrectly indicate that Threat Image Projection image is present when in fact no Threat Image Projection is present. The feed back should clearly indicate in a screen that a TIP object has been correctly identified / a TIP object has been missed / or no TIP object was present. The information should be recorded in the database. iii) Different colour coding shall be used for feedback to the Screener. It is recommended that Colour Code “Red for MISS”, Green for “HIT” and Yellow for “False Alarm or Interrupt” be used. iv) The system shall automatically prepare the daily log of events for each shift and for each Screener performance. TIP log shall include particulars of location, XBIS, Name of Screener, Time & date of threat image, whether threat image was successfully identified or missed, etc. v) The report on Threat Image Projection system may have date and time (From-To) as per requirement, Screener particulars, and decision / out come i.e. MISS, HIT or False alarm in %age as well in absolute numbers, number of bas screened, categories such as explosive devices knife or weapon, etc. vi) As a standard practice, daily / weekly / monthly report shall be retrieved. Report shall be for any given time and period, as per command. vii) All data should be stored on the system for a minimum of two months after it has been downloaded. No individual, regardless of access rights to the Threat Image Projection components would delete or amend any of Threat Image Projection data or time i.e. Threat Image Projection data on the actual X-ray machine will be read only file.	
23	Types of Reports: The system should be able to generate daily, weekly, monthly reports as well as for any given time and period	
24	Combined Test Pieces (CTP)	
	Supply details. The Agency should provide a CTP for regular testing of the system by the user. Training on the system operation should be imparted to a group of 8 to 10 operators, every 3 months during warranty period	
24	Service Centres: Provide proof of service centre with locations, contact details and full particulars of service engineers manning the branch.	
25	Automatic detection of Threat object: The system should be able automatically detect any threat object by highlighting the suspect area with airing of appropriate color.	
26	All machines should operate on 230V AC 50 Hz power supply and should be able to withstand voltage fluctuations in the range of 170V to 260 V with X-ray generator of not less than 160 KV	

27	2. Image processing - The system shall consists of i. Digital Video Memory : minimum 32 MB ,ii. Grey levels : Around 4096 stored. iii. Video Display : 1. 1280 X 1024, 24 bit, low radiation, ergonomic, flicker free 21" color LED Monitor.	
28	suspect Organic Enhancement (Z789), Explosives as well as their components are usually with atomic number of 7, meanwhile drugs are usually with atomic number of 9, Suspect Organic Enhancement (Z789) specially highlights the material with atomic number of 7/8/9 separately and shows them in red color while others in black and white.	
29	The system shall also have multi energy system with four color palette for material discrimination high, low, medium penetration.	
30	The threat image projection (TIP) system software to be incorporated in all X-ray BIS operation	
31	5. Edge enhancement ,i. Inverse video ,ii. Black and white image ,iii. Pseudo colour ,iv. Bi-direction/scanning ,v. NARC Scan	
32	Control Desk should be available. The Operator personal identification number can be entered through keyboards	
33	6. Enhanced performance X-Ray - The feature assists operators in identifying substances having specific characteristics of explosive or narcotics, enabling rapid and consistent detection capability, gold or currency may also be identified using EPX	
34	Facility of image enhancement and image gradient should be available	
35	7. Radiation Safety: Should comply with all applicable international radiation & health Regulations and Govt of 8 The system will have certification from CE/ UL	
36	The machine should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.	
37	Throughput shall be 300 bags per hour for hand and checked baggage. The equipment shall be based on operating system windows latest version.	
38	6. International Accredited Certificates India guidelines.	
39	Dust proof cover must be provided	
40	General : TIP Software facility shall be incorporated in the offered X-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the same will be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator must press the control Panel key that will cause the computer generated threat object to disappear from x-rayed bag image on the VDU screen. Each operator’s action shall be recorded in the hard disc of the computer for the auditing purpose by the supervisor or other authorised person.	
41	c) Time Interval i) Programming facility shall be available to project threat images in different intervals. The time period for threat image as well as image mix in % age shall be user programmable e.g. software shall select 40% images of explosive devices, 35% of fire arms & 25% of knives or Random, etc. ii) Once the screener has responded to identify the computer generated threat image, it should remain on the screen for a pre-defined user programmable time for analyses. The image should be highlighted, upon identification, and feedback message shall be visible to the screener.	

	MACHINE SHOULD WITHSTAND THE FOLLOWING TESTS TO BE CONDUCTED	
1	1. SINGLE WIRE RESOLUTION (TEST NO.1)1.1 The requirement is to display 40 SWG wire not covered by step wedge. A tick will indicate the visibility of appropriate wire. A set of un-insulated tinned copper wire of size 26, 30, 35, 38, 40 and 42 SWG are placed on a Perspex sheet. The wires are laid out in S shaped curves. The wires are placed behind varying thickness of aluminium. Metallic marker should be provided using high-density material, so that SWG numbers in the VDU are clearly visible.	
2	2. USEFUL PENETRATION (TEST NO. 2) 2.1.1. The test defines what level of details can be seen behind a thickness of known material. The CTP has different gauges of wire behind varying thickness of aluminium. The requirement for this test is that the 26 SWG wire is seen under second step wedge (5/16”). Tick on log sheet will indicate what wires are visible.	
3	3. Material Discrimination (TEST No.3)3.1 The requirement is that different colours be allocated to the sample of organic and inorganic substances. With multi energy X-Ray it should be possible to distinguish between materials of different average atomic number. This means that organic and inorganic substances can be differentiated. The use of sugar and salt construction of CTP will check the material discrimination facility. A tick will indicate that the sugar / salt samples are shown in different colour.	
4	IV. SIMPLE PENETRATION (TEST No.4) This test defines what thickness of steel the machine should be able to penetrate. The steel step wedge on the CTP has steps of 2 mm. from 16 mm. to 30 mm. with a lead strip to check that the machine is above or below the requirement. The requirement is that the lead is visible beneath 28 mm. steel. A tick in log sheet will indicate where a difference between the lead strip and the step wedge is visible.	
5	V. SPATIAL RESOLUTION (TEST NO.5) This test defines the ability of the system to distinguish and display objects which are close together. The CTP has 16 copper gratings at right angle to each other. The requirement is that a vertical and horizontal grating can be seen. A tick in the log sheet will indicate that gaps in the gratings are visible.	
6	6. Thin Metal Imaging: (Test No 6). The requirement is to image steel 0.1mm thick. This tests the machine’s ability to image thin metal. A number of thin metals strips of various thicknesses are placed in a row	
7	7. METHOD:7.1 The CTP is to be used as a quick routine test carried out daily to ensure that equipment is working properly and satisfactory image is obtained. The results of the tests should be recorded. 7.2 The CTP should be placed on the belt and passed through the belt at least once in a day before the baggage is screened or after the X-Ray equipment is switched on to ensure that the equipment is working properly. If the image is satisfactory the equipment may be used. 7.3 The CTP may be viewed by using image enhancing facility till the operator is satisfied that the machine is working properly. The optimum position of CTP on the belt will depend on X-Ray source and detector arrangements. This may be ascertained from the service engineer, if need arises.	

The above information on hardware and software indicated by me/ us are correct. I am also aware, any wrong information will result in disqualification.

AUTHORIZED SIGNATORY
Name, Designation & Seal of the Company

ANNEXURE-IV- PRICE BID

BILL OF MATERIAL AND PRICE SCHEDULE

1) Items to be considered for Total Cost of Ownership (TCO)
(Price for one XBIS system including all items as described below)

Item Description (WITH THREE YEARS WARRANTY)	Total Cost (Rs)
a) One unit of X-ray Baggage Scanner with input-output rollers & frames, a stabilizer with isolation transformer, one 21" LED monitor and control key board.	0.00
b) Installation and commissioning charges if any	0.00
c) Cost of training to be imparted	0.00
d) One CTP	0.00

(A) Sub Total (a+b+c+d) xxxxxxxxxxx

2) Post Warranty Comprehensive AMC rate

(Post warranty comprehensive AMC for 2 years covering the entire XBIS encompassing all software / hardware items, accessories , spares and consumables including conveyor belt and lead flaps (curtains).

SNo	Description of comprehensive AMC	Charges (Rs)
1st year		0.00
2nd year		0.00

(B) Sub Total (Ist and 2nd year) XXXXXXXX

3) <u>(C) LESS :</u> Buy Back cost of Existing Machine Smiths Detection Heimann X-ray Technology- Model XBIS HI-SCAN 60401) -0.00

Grand Total (A+B-C)____

(Rupees____(in words)

(Exclusive of taxes like sales tax/VAT/Service Tax, octroi and Entry tax)

AUTHORIZED SIGNATORY
Name, Designation & Seal of the Company

ANNEXURE-V

<u>PERFORMANCE BANK GUARANTEE</u>
TO,

CENTRAL BANK OF INDIA
DEPTT OF INFORMATION TECHNOLOGY
PLOT NO 26, SECTOR 11, CBD BELAPUR
NAVI MUMBAI-400614

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

1) We, -------------------------- (detail address of Guarantor Bank) (hereinafter called “Guarantor Bank”), in consideration of the premises and at the request of the Vendor, do hereby guarantee and undertake to pay to the Bank, forthwith and immediate on mere written demand and without any demur, at any time within the validity date up to --------------------- any money or moneys not exceeding a total sum of Rs---------(Rupees-----------only) as may be claimed by the Bank to be due from the Vendor by way of loss or damage caused to or would be caused to or suffered by the Bank by reason of failure of Performance -------------------- as per the said contract, and also failure of the Vendor to maintain the --------------------------- as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the Bank as to whether Vendor has failed to perform as per the Terms and conditions of the said contract, and also as to whether the Vendor has failed to maintain the ----------------------------- as per the terms and conditions of the said contract will be final and binding on the Guarantor Bank and the Guarantor Bank shall not be entitled to ask the Bank to establish its claim or claims under this Guarantee but shall pay the Guarantee amount to the Bank forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the Vendor. Any such demand made by the Bank on the Guarantor Bank shall be conclusive and binding notwithstanding :-

i) Any dispute that might have cropped up between the Bank and the vendor, or
ii) Any dispute might have been pending , between the Bank and the vendor, before any court , Tribunal , Arbitrator or any other authority or
iii) Any variation of the contract or any other act, omission or promise made by the Bank and agreed by the Bank and the Vendor, the effect of which, is the discharge of the Guarantor Bank.

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

4) The Guarantor Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Bank 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 Bank under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the Bank certifies that the terms and conditions of the said contract have been fully carried out by the Vendor 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 Vendor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Guarantor Bank agrees with the Bank that the Vendor shall have the fullest liberty without affecting in any manner the Guarantor 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 Bank against the Vendor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Guarantor Bank shall not be released from its liability for the reasons of any such extensions being granted to the Vendor

for any forbearance, act or omission on the part of the Bank or any other indulgence shown by the Bank 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 Guarantor Bank.

7) The Guarantee shall not be affected by any change in the constitution of the Vendor or the Guarantor Bank nor shall it be affected by any change in the constitution of the Bank by any amalgamation or absorption or with the Vendor, Guarantor Bank or the Bank, but Guarantor Bank will ensure that this guarantee shall 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 Guarantor Bank (whether singly or jointly with other banks) on behalf of the Vendor 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 the Guarantor Bank 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 Vendor 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) The expression "Bank", "Guarantor Bank" and "Vendor" hereinbefore used shall include their respective successors and assigns.

11) Notwithstanding anything contained herein:-

i) Our liability under this Bank Guarantee shall not exceed Rs--------(Rupees---------only);
ii) This Bank Guarantee shall be valid up to ----------------------; and
iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----------------(date of expiry of Guarantee).

12) The Guarantor 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 Guarantor Bank.

Date this -------------------- day of ------------------ 2017 at Mumbai.

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

sd/- --

~~ End of document ~~

ANNEXURE-VI

NON-DISCLOSURE AGREEMENT

This Agreement made at _______________, on this _____ day of __________________ 2013.

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.

1. **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.

6. **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.

7. **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.

8. **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:
Designation:

For and on behalf of
CENTRAL BANK OF INDIA

____
Name of Authorized signatory:
Designation:

ANNEXUSRE –VII INTEGRITY PACT

(to be obtained on Rs500/- stamped paper by all the bidders)

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

"Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7
)
e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3- Disqualification from tender process and exclusion from future contracts
If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at
(page nos. 8-17).

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression
(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

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

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

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

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

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

(**For & On behalf of the Principal)**	**For & On behalf of the Principal Bidder / Contractor**
(Office Seal)	**(Office Seal)**
Place_______________	Place_______________
Date________________	Date________________
Witness1:	Witness1:
Name & Address	Name & Address
----------------------------------	________________________

------------------------------------ _______________________

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

Witness 2: Name & Address	Witness 2: Name & Address

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GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the

Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

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

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

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

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

Guidelines on Banning of Business Dealing

SNo CONTENTS

1. Introduction

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

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

2. Scope

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

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

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

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

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

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

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

3. Definitions

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

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

a) If one is a subsidiary of the other.

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

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

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

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

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

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

d) For Zonal Offices only

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

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

iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State

Police or any other department set up by the Central or State Government having powers to investigate.

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

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

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

7 Banning of Business Dealings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 Show-cause Notice

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

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

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

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

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

c) For banning the business dealing with the Agency.

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

10 Appeal against the Decision of the Competent Authority

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

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

11 Review of the Decision by the Competent Authority

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

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

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

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

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

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

ANNEXURE-8 MANUFCTURER AUTHORISATION FORM (MAF)

To,

The Chief Manager -Admin
Central Bank of India,
Department of Information Technology
1st Floor, Plot No.26, Sector -11,
Opposite Belapur Railway Station,
CBD-Belapur
Navi Mumbai 400 614

Dear Sir,

Tender No. CO:DIT:PUR:2016-17:

We ____who are established and reputed manufactures of _____________________________ having our Office at________________and________________do hereby authorize M/s ____________________________________ (Name and address of Dealer/Franchisee) to offer their quotation, negotiate and conclude the contract with you against the above tender.

We hereby extend our full guarantee and warranty in respect of the product as per terms and conditions of the tender and the contract for the software and services offered against this tender by the above firm.

Yours faithfully,

(Name)

for and on behalf of

M/s_____________________
(Name of the Manufacturing company)

Note: This letter of authority should be on the letterhead of the Manufacturing Company and should be signed by a competent person representing the Manufacturing Company

CHECK LIST

1. Covering letter on the prescribed format **(Annexure -1)**
2. *Document Cost of Rs 5000/- in the form of Demand Draft Payable at Mumbai (The bidders are advised to submit the document cost at the time of Pre-Bid meeting. If any bidder fails to submit the document cost, their queries will not be answered till the Document cost is submitted. However if the bidder wants submit the same at the time of submission of the bid, they can do so.)*
3. Earnest Money Deposit of Rs. 1.00 Lakh in Demand Draft/ pay order.
4. Supplier's profile as per **Annexure II**
5. Technical specifications completed with all rows/ columns filed in **(Annexure – III)**
6. Copy of the A.E.R.B. Certificate for radiation safety as per standards.
7. Integrity Pact duly stamped with Rs 500/- Stamp as per **Annexure VII**
8. Manufacturer Authorisation Form as per **Annexure -VIII**
9. Price Bid BILL OF MATERIAL AND PRICE SCHEDULE - **Annexure -IV**

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