TENDER DOCUMENT

Tender Reference Number: CO: CCD:2016-17:3

for

REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION AND MAINTENANCE OF DIGITAL MEDIA SIGNAGE

AT DIFFERENT BRACNCHES /OFFICES OF

CENTRAL BANK OF INDIA

Cost of Tender Document: Rs.25,000/-

Important Clarifications:

The following terms are used in the document interchangeably to mean:

1. Bank means ' Central Bank of India'
2. System Integrator means the respondent to the RFP document, also abbreviated as 'SI'.
3. RFP means the Request for Proposal document
4. DMS means Digital Media Signage which is a form of electronic display that shows text, tickers, images, animations, video, audio, and interactivity.
5. DMM means Digital Media Manager which is A Central server to Manage, schedule, and publish contents to all locations. It is further bifurcated into Media manager software and Hardware.
6. DMP means Digital Media Player which is a consumer electronics device that is capable of storing and playing digital media such as audio, images, video, documents, etc. the data is typically stored on a hard drive, micro drive or flash memory.
7. Contents mean customized designs which are displayed / played on screens including but not limiting to text, tickers, images, animations, video, audio, and interactivity.
8. FM means Facility Management
9. CBS means Core Banking Solution implemented in the Bank
10. NSI means Network System Integrator
11. System Integrator and Bank shall be collectively referred to as 'Parties'.
12. Bidder / Respondent – signifies those who purchase this tender document and submit response to it.
13. OEM means Original Equipment Manufacturer.
14. Solution Provider: System Integrator / Bidder and OEM.
15. DMS Desk means infrastructure to push, monitor and manage DMS operations through Dashboards.

Contents

1. Invitation to the Tender

Tender for the Implementation and Maintenance of Digital Media Signage (DMS)

This is to inform that Central Bank of India intends to implement Digital Media Signage (DMS) in selected branches. Hence it invites offers from reputed Solution Providers for supply & installation of a dynamic communication network management system at various branches throughout India on a turnkey basis.

The dynamic communication network will consist of screens which will display information pertaining to the bank's products and services, regulatory information, Foreign Exchange and Interest Rates and other useful information for the bank's patrons

This would cover the phases from supply, installation, commissioning, Integration, Implementation, content management and maintenance of the proposed DMS along with other services, training and documentation as specified by the Bank.

The bidders are expected to examine all instructions, forms, terms, Central Bank of India project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee, mentioned in the important information regarding bid submission, by demand draft / banker's cheque in favour of Central Bank of India and payable at MUMBAI.

Important information regarding Bid submission

Tender Reference	CO:CCD:2016-17:3
Price of Tender copy	**Rs. 25,000 /- (Non Refundable)**
Date of commencement of issue of tender document	**19.09.2016**
Bid Security Deposit (EMD) – See Section 7.3	**Rs. 15,00,000/- (Rupees Fifteen Lacs Only)**
Queries to be mailed by	**26.09.2016**
Pre Bid Meeting	**27.09.2016 at 15:30 hours**
Last Date and Time for receipt of tender offers	**10.10.2016 up to 15:00 hours**
Date of opening of technical bids	**10.10.2016 at 16.00 hours**

Address of Communication	Deputy General Manager Transaction Banking Department Central Bank of India, Sorabji Bhawan, Homi Modi Street , 22 Fort , Mumbai -400021
Contact Telephone Numbers	***(022) 61648605***
Fax No.	***(022) 22686812***
E-mail Id	***gmccd@centralbank.co.in*** ***cmittxnbkg@centralbank.co.in***
Website	www.centralbankofindia.co.in

The copy of RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of Rs.25,000/- (Non Refundable**)** by way of Demand Draft / Bank Guarantee (in the format as per Annexure 10) /Pay Order favouring “CENTRAL BANK OF INDIA” payable at Mumbai.
The Bank reserves the right to reject any or all offers without assigning any reason.

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting at Central Bank of India, Central Office, MUMBAI. In case the prospective System Integrator downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical / Commercial bid. It should be in separate cover to be handed over to the department.

Tender offers will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document.

Deputy General Manager
Corporate Communication Department

2. Introduction

Central Bank of India is one of the leading nationalized Banks of the country, has a national presence through a widespread network of more than 4600 network of branches, offices spread across the length and breadth of country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 5300 ATM(s) spread across the country. Bank has completed 104 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we known for providing new innovative and customer friendly service.

The Bank has already installed the DMS solution across 500 Metro Branches , which is centrally managed through a Centralized Content Management solution (CCMS). The CCMS is linux based system. However , bidder is required to proposed the complete solution including the system software , hardware , resource etc required for installation and maintenance of DMS.

The bank proposes to invite tender from eligible vendors to undertake the Digital Media Signage (DMS) solution with Hardware (Media Player and Screen)for the bank at bank's identified locations for its communication requirements/purposes in all facets of banking. There should be a provision to rollout the solution to any existing / new locations / offices of the Bank with item wise cost. The Vendor shall be a System Integrator providing a complete end-to-end Enterprise wide Digital Media Signage solution with requisite licenses. The vendor shall also propose and provide the Hardware required for the successful implementation of the proposed solution. Detail functional and technical requirements of Digital Media Signage solution have been given in this document under Annexure - 5. The process includes supply, installation and commissioning of DMS at Central location, branch / office locations that will be decided by Bank from time to time.

The Bank intends to issue this bid document to the bidders to participate in the competitive bidding for end to end implementation and maintenance of Digital Media Signage (DMS) including hardware .

The Period of Contract shall be for a period of Five years. The contract dates would be decided mutually upon the commencement of the project.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Central Bank of India ('Bank') to select a System Integrator for implementing and maintaining the DMS.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

2.1. Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

2.2. For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization/PSU/ limited Company or a partnership firm and no other person or organization.

2.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

2.4. Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

2.5. No legal relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

2.6. Recipient obligation to inform itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

2.7. Evaluation of offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

2.8. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

2.9. Acceptance of terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

RFP Response terms

3.1. Lodgement of RFP Response

3.1.1. Tender Fee

The non-refundable tender fee as mentioned in section 1 above shall be paid by way of Bankers Cheque / Demand Draft / Pay Order favoring Central Bank of India, Payable in MUMBAI, which is non refundable, must be submitted separately along with RFP response

3.1.2. RFP Closing date

RFP Response should be received by the officials indicated not later than the date and time mentioned in Section 1 of this RFP.

3.2. Late RFP policy

RFP responses received after the deadline for lodgment of RFPs at the address mentioned will not be accepted by the Bank and hence bidders are advised to submit their responses within the time and no excuses / reasons for delay will be accepted by the Bank.

3.3. RFP Validity period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. The Bank / its subsidiaries shall have the right at its sole and absolute discretion to continue the assignment / contract on the selected bidder for future requirement on the rates finalized in this processing for various items / activities as described in the Price Bid after expiry of current assignment period.

3.4. Requests for information

The bidders are required to direct all communications for any clarification related to this RFP, to the Bank officials as mentioned in Section 1 of this document and in writing. All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication initiated by respondents later than five business days prior to the due date for lodgment of RFP response. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the

originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its sole and absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

3.5. Notification

Bank will notify the Respondents in writing as soon as practicable, but not later than 14 working days from the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.6. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a treated as disqualification.

3.7. Time frame

The timeframe for the overall selection process will be as mentioned in this RFP in section 1:"Invitation to the Tender"

The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

The time schedule will be strictly followed. Interested parties should adhere to these timelines. However, the bank reserves the right to change the aforementioned timelines.

4. Project Details

4.1. Purpose

Central Bank of India is a nationalized Bank serving the nation for over 104 years. It has a Four tier organizational set up consisting of Branches, Regional Offices , Zonal Offices and Central Office, The Central Office of the Bank is at Chander Mukhi, Nariman Point, Mumbai 400021. (hereinafter referred to as the "Bank" intends to issue this bid document, hereinafter called RFP, to eligible System Integrators, hereafter called as 'SIs' or 'SI', to participate in the competitive bidding for appointment of SI for implementation and maintenance of DMS.

The Bank, for this purpose, invites proposal from System Integrators (SIs) for primarily undertaking inter-alia the activities mentioned under the section 4.2 – Project Scope; for the Bank in respect of implementing and maintaining the end-to-end DMS solution:-

The DMS solution including hardware proposed by the SI should be compatible with the CCMS. In case any integration is required for compatibility of Media Player (distribution box) with CMS, SI shall require to implement the same and Bank shall not going to incur any additional cost for the integration.

The proposed solution should be scalable so as to support legacy applications used by bank or the Bank may go in for up-gradation at a later date.

4.2. Project Scope

The broad project scope includes having a single point reference to a bidder for all issues related to implementation and maintenance of the proposed DMS. The Following are the broad activities SI should perform:

The Bank is having a Wide Area Network (WAN) connecting about 4700+ locations presently.. The applications in the proposed solution will use the existing network or through Broadband. Bank proposes to implement DMS which has capability to distribute and manage content over IP network or through the Internet cloud to multiple screens installed in the branches / offices for running various advertisements, messages, product information, tickers etc. for customers as well as for employees. Since both the solutions will ride on Bank's network and sensitive to Quality of Services (QoS) optimization for successful running of DMS, Bank therefore intends the vendors to possess the networking skills using routers and switches.

The entire Digital Media Signage Solution should comprise of the minimum following components:

1. **Hardware components** including Displays Screens (LED – 42'' min.), Media Players ,Enclosures & Mounting accessories, associated cables, splitters (if any), TV controllers.

2. **Software components** including player software, administration software & operating system. These all Software components should be Licensed Software

3. **Services** including installation, after sales support, network administration, content management & content re-purposing.

The selected vendor (vendor) will take total responsibility for providing end-to-end DMS solution, its maintenance, and management.

The Vendor shall supply, install and commission the necessary equipment as per the bill of Material (BOM) at Central location as well as at the identified branch / office locations.

The SI shall Install and configure DMP- Digital Media Players and LED TVs at branch / office locations as decided by Bank from time to time.

The vendor shall operationalize DMS solution in the defined locations as decided by Bank in close co-ordination with NSI, IT team of the Bank and Branch officials.

The vendor shall integrate the Digital Media Player with the IP network of Branch / office and will supply the cables and other networking equipment's for the same within the project cost.

The vendor shall co-ordinate with the Branch officials at branch / office in finalizing TV location, power supply, network point etc.

In case of shifting of the branch or premises or location, the vendor shall arrange to decommission the equipment, shift equipment and re-install at the new location. Bank shall reimburse the actual cost incurred for shifting the equipment.

During the contract period, the vendor shall apply patches and upgrades from time to time without any additional cost to the Bank.

The system should be highly scalable and modular architecture.

The usage of the system should not load the network.

The vendor shall provide MIS reports, audit trails and logs periodically as set by the Bank.

The vendor shall be able to provide necessary interface with our existing systems if desired by the bank.

The vendor shall provide the complete documentation of the project.

The vendor shall impart necessary training and operational guidelines to branch / office staff and the core staff involved in the project.

In case of non-delivery of contents to the identified branches through Bank's Wide Area Network due to any reason, the vendor shall arrange to deliver and load the contents in the DMP player of the branch / office in two days time. The payments to this effect will be done as per the line item provided in the commercial annexure. Any delay beyond two days will attract penalty as per SLA clause.

The following are the broad activities which the SI shall perform:

1. Implementation of Digital Media Signage for devices/applications *as listed in Annexure –7*. The Technical requirement of the DMS is detailed in Annexure –1.
2. Ensuring at least 99.50% uptime of DMS setup.
3. Implement necessary security measures for ensuring the complete security of the proposed DMS. Wherever proprietary techniques / technology or implementation are being used in the proposed solution, the vendor shall submit necessary agreement / undertaking / 'indemnity to Bank' to that effect.
4. The successful bidder should sign NDA (Non Disclosure Agreement) as format attached herewith.
5. Reporting and Escalation: Providing various levels of management reports to the Bank and implementing Escalation Matrix in order to handle facility management efficiently.

6. Bidder will have to provide the services for a period of Five years as per the detailed requirement given under section 5.
7. Annual Maintenance Contract: Vendor is expected to maintain the equipment supplied for at least 2 years after completion of warranty period of 3 years.
8. The bidder will comply with all the Outsourcing policies of Bank from time to time during the project contract with the Bank

4.3. Project Timelines

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o#Stage	Activity	# Weeks	Project Duration (Weeks)	Time period for completion
1.	Submission of Detailed Project Plan	1	1	1st week of issuing the Purchase Order.
2.	Delivery of DMS Components	4-6	2 to 8	From 3rd week of issuing the Purchase Order to SI.
3.	Installation & Configuration of DMS	2	5-10	From 3rd week. with the delivery of DMS components.

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5. Detailed Requirements

5.1. DMS Requirements

The scope of the job is to implement, maintain end-to-end DMS solution listed in the scope along with associated hardware & network infrastructure and equipment supporting them.

5.1.1. General

The Bank proposes to install Digital Signage system initially at 500+ at Metro locations. The Bidder can propose his own solution or a ready to provide arrangement with a vendor providing such services. However, the system should be capable of supporting at least 5000 locations concurrently.

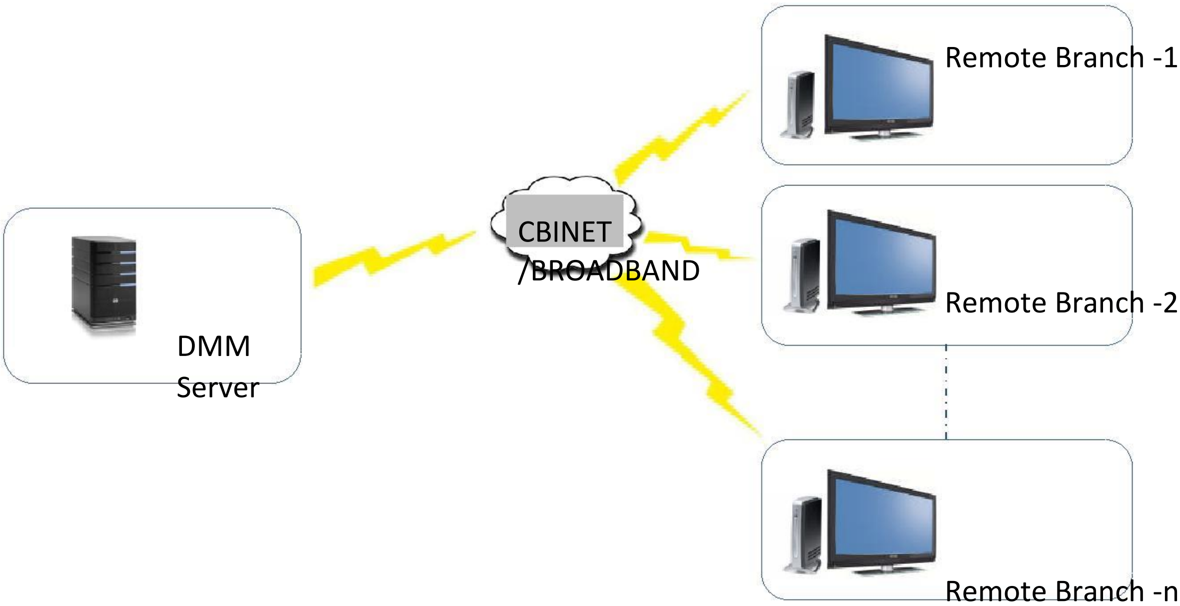
The respective branches shall be identified by the Bank..

The Bank shall be at liberty to increase or decrease the number of branches.

5.1.2. Digital Media Signage (DMS)

5.1.2.1. The proposed solution architecture expected from the bidder for the DMS implementation is as follows:

Central Bank of India – Digital Signage



5.1.2.2. Bidder shall provide DMS solution that can support Bank's Network Architecture as explained elsewhere in this document.

5.1.2.3. Pushing emergency contents as and when required in case new contents available.

5.1.2.4. Solution shall be consisting of hardware, software, operating system, database, etc. as per the technical and operational specifications of the Bank. Refer DMS Technical Specification (Annexure 1).

5.1.2.5. The Bank would also like the bidders to demonstrate their solution capabilities, integration services and any other innovative and creative services, which the bidder can offer to supplement bank's requirements during the RFP technical evaluation & presentation process.

5.1.2.6. Bank reserves the right to bring about any changes in Requirement/Scope of this RFP and the same will be communicated to the bidder well in time so as to allow the bidder to prepare their proposal.

5.1.2.7. In case the bank changes network architecture, DMS should be able to integrate accordingly.

5.1.3. Service Levels

5.1.3.1 Uptime (Solution Uptime)

The vendor shall ensure minimum 99.50% uptime of the entire DMS solution Calculated on monthly basis,). For every 0.10% or fraction thereof of additional downtime, Bank will impose a penalty of 1% of the monthly recurring cost (subject to maximum of 10% of the contract value during warranty).

5.1.3.2 Service Level Agreement

The SI and /or OEM shall have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

5.1.3.3 Branch Setup Downtime

The problem at other locations i.e. branch / offices should be rectified within time frame as mentioned below

In case the reporting is done before 1:00 PM

For Tier 1 cities - within 4 Hours of reporting.

For Tier II & Tier III cities - within 6 Hours of reporting.

In case the reporting is done after 1:00 PM

For Tier I ,II & III – Next working day before 12:00 PM

The reporting may be through any mode of communication. If the problem is not resolved as per above time frame, Bank will levy penalty of Rs. 200/- per day.

However, If the total penalty during a month exceeds Rs.4,000, then in addition to the right to impose penalty as above, the Bank shall have a right to terminate the contract.

If the Branch Setup is non-operational due to DMP or Display Screen failure for more than 48 hours, penalty equivalent to the entire month's recurring charges shall be levied.

There should be no unplanned downtime of more than one hour during working hour

In case of non-delivery of contents to the identified branches through Bank's Wide Area Network due to any reason, the vendor shall arrange to deliver and load the contents manually in the DMP player of the branch / office in two days time.

5.1.3.4. Broad SLA parameters for all components

Connectivity:

The Media Players should work across multiple connectivity options (with appropriate hardware) which include but not limited to:

- Leased Line / MPLS connectivity (with minimum bandwidth of 64 Kbps)
- ISDN

- KU Band
- V-SAT
- GPRS / BroadBand

The entire network will be hosted within the Bank's Wide Area Network (WAN). The successful bidder has to co-ordinate with the Bank's IT Infrastructure Team to install and network the media players at the various branches locations. All the software including media player should be licensed and no freeware is to be deployed on Bank's network.

5.1.3.5 Services:

I. Digital Media Network Installation

The bank proposes to roll out a minimum of 500 branches spread across the country. The vendor shall install the equipments in the branches in appropriate public facing locations in consultation with the branch manager.

II. After-Sales Support:

The solution provider must provide an escalation matrix for support issues.

The bidder shall provide Escalation Matrix in terms of the following criteria:

The Escalation Matrix should provide the local timings for call –logging and Approximate Response Times.

5.1.3.6 Telephone Support:

The s
olution provider should have a support help-desk / call centre located across major cities within India with at least 2 telephone numbers who will respond to help and support issues from the branches or Network Operations Centre.

The Solution Provider should provide Mobile Numbers of at least 1 person in each of the following regions: North, East, West and South who can act as support partners to network issues. These personnel should provide on-site / field support activities.

III. Customization and Upgrades

The Solution Provider should provide details of its Customization Capabilities as per the bank's requirements.

Customizations may include but not limited to the following:

a) Integration with the Existing Queue Management System or in case Bank desire in future.
b) Changes in the User Interface / Graphical Look of the Software.
c) Integration with existing Centralized Content Management Solution (CCMS)

6. Evaluation process

The competitive bids shall be submitted in three stages

Stage 1 – Eligibility criteria

Stage 2 – Technical Evaluation Criteria Stage 3 –

Commercial Bid

6.1. Eligibility Criteria

Eligibility criteria for the bidders to qualify this stage are clearly mentioned in Annexure 4 – Eligibility criteria compliance to this document. System Integrators who meet these criteria would only qualify for the second stage of evaluation. The System Integrator shall also provide supporting documents as eligibility proof. All the credentials of the System Integrator necessarily need to be relevant to the Indian market.

The decision of the bank shall be final and binding on all the bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

6.2. Technical Evaluation criteria

The technical evaluation criterion would broadly involve the following major areas:

Compliance to Technical requirement as in Annexure 1 - Technical requirement SI's detailed

work plan, proposed solution, facilities

Short listed SI's presentation and demonstration of the solution proposed.

Implementation Methodology described by the SI in Technical Bid

The list of requirements for the technical Bid has been mentioned in "Technical Proposal format" in section 7. The SI needs to achieve a cut – off score 80% marks in the technical bid evaluation to be qualified for commercial bid opening. The break-up of the scoring is mentioned in the SI scoring chart; Annexure 9.

6.3. Commercial Bid Evaluation

Only those vendors who have qualified after Stage 2 of Technical evaluation (As mentioned in section 6.2) will be eligible for the further participation in the e-Procurement process. The details of e-Procurement process are given in Annexure -7. The total cost of ownership shall be calculated over the contract period of 5 years. At the end of 5 years, the contract shall be renegotiated as mutually agreed by both parties. The SI shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The format of commercial proposal is as per Appendix 1 Form 02.

7. Bid Submission

7.1. Bid Submission Details

Eligibility and Technical Bids shall be submitted in separate sealed sub-envelopes super scribing

a) "ELIGIBILITY BID FOR CENTRAL BANK OF INDIA SUPPLY ,IMPLEMENTATION AND MAINTENANCE OF DIGITAL MEDIA SIGNAGE ON CAPTIVE MODEL BY M/S……………. ON …………. AT MUMBAI, DUE DATE _______" on top of the sub-envelope containing the Eligibility bid

b) "TECHNICAL BID FOR CENTRAL BANK OF INDIA SUPPLY , IMPLEMENTATION AND MAINTENANCE OF DIGITAL MEDIA SIGNAGE SUBMITTED BY M/s….. ON…..AT MUMBAI, DUE DATE ________ " on top of the sub-envelope containing the technical bid.

These two separate sealed sub-envelopes should be put together in another sealed master envelope super scribing

BID for CENTRAL BANK OF INDIA – SUPPLY , IMPLEMENTATION AND MAINTENANCE OF DIGITAL MEDIA SIGNAGE REFERENCE NO CO:CCD:2016-17:3SUBMITTED BY ……………. ON …………. AT MUMBAI, DUE DATE ________"

The response should be organized and submitted in the following manner: *i. Eligibility Bid*

Covering letter certifying Eligibility criteria compliance (as given in Annexure 4) Duly filled up

Annexure 4 – Eligibility criteria compliance

Supporting credential letters or copies of documentation from clients or system integrators certifying compliance

ii. Technical Bid

Table of Contents (list of documents enclosed)

One copy of the technical proposal with pages properly numbered. The technical proposal should be bound in such a way that the sections of the proposal could be removed and separated easily;

One copy of the masked price bid (masked price bid is a copy of the price bid **without any prices**. Please note that the masked price bid should be an **exact reflection of the commercial bid** submitted by the vendor as part of the commercial offer except that the masked price bid **should not contain any financial information.)**

One compact disk (CD) containing the soft copy of technical proposal should be provided

The SI should certify that the contents of the CDs are the same as that provided by way of hard copy. In the event of a discrepancy, details provided in the hard copy will be true.

Copy of the tender document duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein should also be enclosed in the Master Envelope.

The proposal should be prepared in English in MS Word / Excel / Power point format. The email address and phone / fax numbers of the bidder shall also be indicated on sealed envelopes.

Bidder should submit two separate demand drafts/banker's cheques / pay orders drawn in favor of Central Bank of India payable at MUMBAI towards Application Money and Bid security as stated in section 1 of this document.

Paper copies of RFP response should be submitted along with Demand draft / Banker's cheque / Pay order for application money (which shall be non- refundable and bid security deposit and electronic copy (Microsoft word and Excel on CD ROM) of technical bid submissions must be submitted to the bank at the following address:

Deputy General Manager

Transaction Banking Department

Central Bank of India,

Central Office,

Sorabji Bhawan,Fort

Mumbai – 40021.

The sealed bid envelopes as mentioned above should be dropped in the Tender Box kept in the Transaction Banking Department or Handed over to Concerned Official. The following officials shall be available for any assistance:

i) Mr. Rajeev Gupta	Chief Manager-IT
ii) Mr. Praveen Rhambad	Manager-IT

Submission will be valid only if:

Copies of the RFP response documents are submitted as per defined clauses in this section and before the mentioned RFP closing date and time

Submission is not valid by Fax transmission

Only one Submission of response to RFP by each System Integrator will be permitted. In case of partnerships / consortium, only one submission is permitted through the lead System Integrator.

Last date for submission of the response to the tender document is mentioned in Section 1 of this document.

All responses would be deemed to be irrevocable offers / proposals from the SI's and may if accepted by the Bank form part of the final contract between the Bank and the selected SI. SI is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Appendix 2 Form A01 – COVER Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

7.2. Technical Proposal Format

The SI’s proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to evaluate the proposal. Therefore, proposals must be submitted with the following sections in proper order and bound.

The technical bid should be structured in the following sequence:

I. Covering letter as per Appendix 2 Form A 01

II. Executive Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of SI's organization and position with regards to DMS solutions for Banking Sector. A summary of the SI's facilities and services that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the SI should then be provided followed by a summary on capabilities such as resources and past experience of providing such services. Information provided in the Executive Summary is to be presented in a clear and concise manner.

III. Technical Requirements compliance: The DMS Solution Features Section of the SI’s proposal must consist of a response to the technical requirements in Annexure 1. The SI’s response must explain the technical specifications wherever required.

IV. Copy of Price Bid without commercials as per Appendix 1 Form A 01 – Commercial Bid Details;

V. Queries in the format as given in Appendix 2 Form A 02;

7.3. Bid Security Deposit

The SI shall furnish, as part of its bid, bid security of an amount mentioned in section 1 of this document. The bid security is required to protect the Bank against the risk of SI’s conduct.

The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft or BG, favoring “Central Bank of India” by a Scheduled Commercial Bank or a foreign bank located in India in the form provided in the RFP (Appendix 2 Form A 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Central Bank of India as non-responsive.

Unsuccessful SIs’ bid security will be returned by the Bank.

The successful SI’s bid security will be discharged upon the SI signing the Contract and furnishing the performance security.

The bid security may be forfeited:

I. If a SI withdraws its bid during the period of bid validity specified by the SI on the Bid Form; or

II. In case of the successful SI, if the SI fails to:

a) Sign the Contract within 1 month of issuance of purchase order / letter of intent.

b) Furnish performance bank guarantee within 15(Fifteen)days of signing the contract.

8. Terms and conditions

8.1. General

The bidders shall strictly adhere to the terms of this tender document. If the bidder has absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in Appendix 2 Form A 02 - Query Format. The Bank reserves its right to not accept such deviations to the tender terms.

As the Bank's IT division is certified with ISO27001:2005, bidder shall comply with the security related requirements.

The SI appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for project of "Implementation and Maintenance of Digital Media Signage".

Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the SI responses would not be incorporated automatically in the tender document.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the SI, the tender document shall be the governing document for arrangement between the Bank and the SI.

8.2. Rules for responding to this tender document

8.2.1. Response document

8.2.1.1. All responses should be in English language. All responses by the System Integrator to this tender document shall be binding on such SI for a period of 180 days after opening of the commercial bids

8.2.1.2. The technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the SI would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided.

8.2.1.3. The SI may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the SI subsequent to the closing date and time for submission of the offers.

8.2.1.4. The SI is required to quote for all the components/services mentioned in the Section 4.2 "Project scope" and Section 5 "Detailed Requirements" and all other requirements of this RFP. In case the SI does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

8.2.1.5. The offer should specify only a single product for the DMS and for each of the components required as a part of solution implementation, which is cost-effective and meeting the tender document specifications. It is the responsibility of the SI to provide the best suitable solution. However, bidder should not offer more than one product for the entire solution or any component of the solution.

8.2.1.6. For example, Product A & Product B both offer DMS solution; a bidder should offer either Product A or Product B. And if the solution requires any another component provided by Product X & Product Y, the bidder may choose to offer only Product X or only Product Y. This means a bidder's offer may cover Product A or Product B (not both) for DMS solution and Product X or Product Y (not both).

8.2.1.7. In the event the SI has not quoted for any mandatory or optional items as required by the Bank and forming a part of the tender document circulated to the SI's and responded to by the SI, the same will be deemed to be provided by the SI at no extra cost to the Bank.

8.2.1.8. In the event optional prices (if requested in RFP) are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor shall be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the vendor. The same item has to be supplied by the vendor free of cost.

8.2.1.9. The Bank is not responsible for any assumptions or judgments made by the SI for proposing and implementing solution. The Bank's interpretation will be final.

8.2.1.10. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the SI and responded by the SI have been quoted for by the SI, and there will be no extra cost associated with the same in case the SI has not quoted for the same.

8.2.1.11. In the event the Bank has not asked for any quotes for alternative prices, and the SI furnishes the alternative price in the SI's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

8.2.1.12. In the event optional prices (if requested in RFP are not quoted by the SI, for items where such prices are must and required to be quoted for, the highest price quoted by any of the participating SI shall be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation. The same item has to be supplied by the SI free of cost.

8.2.1.13. The SI at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for Solution readiness and availability etc. as mentioned in the tender document circulated by the Bank. SI shall be fully responsible for deviations to the terms & conditions, Solution readiness etc. as proposed in the tender document

8.2.1.14. Price Bids (through e-procurement process)

8.2.1.15. The SI is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered. The date for e-procurement would be communicated separately to the successful SI post the completion of the eligibility and technical evaluation.

8.2.1.16. The prices and other terms offered by SIs must be firm for an acceptance period of 180 days from the date of e-procurement process.

8.2.1.17. The prices quoted by the SI shall excludes all costs such as, taxes, levies, cess, excise and custom duties, Service Tax, VAT etc which will be paid as actuals.

8.2.1.18. If the SI 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.

8.2.1.19. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected SI shall be final and binding on the SI and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the SI should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the SI”. SI should ensure that the project should not suffer for any reason.

8.2.1.20. Price Comparisons

8.2.1.21. The Bank will consider the Total Cost of Ownership (TCO) over a five-year period starting from date of acceptance of the Solution. The optional (if requested in RFP) items would also be considered in the TCO.

8.2.1.22. Comprehensive charges must be quoted, on yearly basis, after taking due consideration for the requirements and support period and providing the adequate benefit to the Bank.

8.2.1.23. The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.

8.2.1.24. For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.

8.2.1.25. The Price offer shall be on a fixed price basis and should excludes : All taxes, duties and levies, Service Tax of whatsoever nature if any;

8.2.1.26. The SI must provide and quote for all the services as desired by the Bank as mentioned in this tender document.

8.2.1.27. Performance Guarantee

8.2.1.28. The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

8.2.1.29. Responses to this tender document should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a SI shall not result in any claim whatsoever against the bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

8.2.1.30. By submitting a proposal, the SI agrees to promptly contract with the Bank for any work awarded to the SI. Failure on the part of the awarded SI to execute a valid contract with the

Bank will relieve the Bank of any obligation to the SI, and a different SI may be selected.

8.2.1.31. Any additional or different terms and conditions proposed by the SI would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

8.2.1.32. The SI must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the SI's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the SI's inability to meet the established delivery dates, that SI shall be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.

8.2.1.33. The SI represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, of providing Tier III data centre. The SI also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the SI of responsibility for the performance of all provisions and terms and conditions of this tender document, the SI should fulfil all the terms and conditions of this tender document.

8.2.1.34. The SI represents that the proposed Solution and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority.

The SI further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the proposed solution. The SI represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the SI for performance of the obligations of the SI. The SI further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the SI.

8.2.1.36. All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the SI. The Bank shall not be responsible for any judgments made by the SI with respect to any aspect of the Service. The SI shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for Solution availability etc. as mentioned in this tender document.

8.2.1.37. The Bank and the SI covenants and represents to the other Party the following:

It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

Will not violate or contravene any provision of its documents of incorporation;

Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

8.2.1.38. The SI undertakes to provide appropriate human as well as other resources required, to provide the requirement for Bank's DMS Center as part of the contract, from time to time.

8.2.1.39. The Bank would not return the bid documents to the SI's

8.2.1.40. The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

8.3. Changes to the tender document

This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform all SI's about changes, if any.

The Bank may revise any part of the tender document, by providing a written addendum to all short-listed SIs at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date.

The Bank reserves the right to extend the dates for submission of responses to this document.

SIs shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the General Manager, IT at the address mentioned in earlier, and should be received by the point of contact no later than the time specified in Section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the SIs in the form of electronic mail or hardcopy or updated on the Bank’s website or newspaper journals; the preference for distribution would be with the Bank. The SI, who posed the question, will remain anonymous.

Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all SI’s and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all SI’s for clarification of their offer. The Bank has the right to disqualify the SI whose clarification is found not suitable to the proposed project.

The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any SI, and / or to listen to any representations.

Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

SI presentation – Bidders are requested to be prepared to make presentations and arrange for reference site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date and time to the SI any time after the last date for submission of bids.

Details of Sub-contracts, as applicable – If required by the Bank, SIs 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 SI, the SI shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the SI to perform its obligations. The SI shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the SI shall submit the clarification within 3 days from the day it was conveyed to the SI regarding the same.

The solution will not be accepted as complete if any facility /service as required is not available or not up to the standards projected by SI in their response and the requirement of this tender.

There will be an acceptance inspection by the Bank or its nominated consultants for the Solution. In case of discrepancy in facilities /services provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the SI at the sites in the presence of the officials of the Bank and / or its consultants. The contract

Tenure for the Solution will commence after acceptance of the Solution by the Bank. The Bank will accept the solution on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by SI's representative and Bank's official or any consultant / auditor appointed by the Bank should be received at IT Department, MUMBAI along with invoice etc. for scrutiny before taking up the request for consideration of payment.

The SI is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The SI shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. SI shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by SI and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the SI, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of SI shall be paid by SI alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of SI's employee, agents, contractors, and subcontractors. The SI shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the SI would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

The Bank shall inform the SI all breaches and claims of indemnification and shall grant the SI sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the SI). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the SI and SI shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

In respect of demands levied by the Bank on the SI towards breaches, claims, etc. the Bank shall provide the SI with details of such demand levied by the Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the SI to its employees, its agents, contractors and sub-contractors."

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

The Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process the Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between vendors. In the event of major deviations in the technical bids submitted by the SI the Bank may choose to provide for a re-pricing option to all the technically short-listed SI's. The SI agrees that it has no reservations with this process.

9. Terms of Reference

9.1. Contract Commitment

The Bank intends that the contract, which is contemplated herein with the SI, shall be for a period of FIVE years. The Bank at its sole discretion may enter into the 5 year contract for "Implementation and Maintenance of Digital Media Signage". The contract period will start from the date of successful Installation of DMS.

9.2. Payment terms

30% on delivery of Digital Signage Systems to the locations specified by the Bank;

60% after one month on completion of installation and implementation of software and integration, if any;

10% after expiry of warranty period or submission of PBG.

9.3. Acceptance of the Project

The Bank will carry out the inspection of the Project Implementation prior to the Project Acceptance. The SI shall ensure that all the deliverables are in place and will submit to the Bank all the required evidences and records for the Bank to carry out Project Acceptance.

9.4. Compliance with all applicable laws

The SI shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The SI shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or

comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the SI.

This indemnification is only a remedy for the Bank. The SI is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

9.5. Order cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

Delay in Solution readiness and handing over the Solution to the Bank. Serious discrepancy in the quality of service / facility / security.

In case of order cancellation, any payments made by the Bank to the SI would necessarily have to be returned to the Bank with interest @ 15% per annum, further the SI would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other SI. This is after repaying the original amount paid.

9.6. Indemnity

SI shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the SI, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this tender document or breach of any representation or warranty by the SI, (iii) use of the allocated Solution and or facility provided by the SI, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the Solution requirement. The SI shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipments at all points of time, provided however, (i) the Bank notifies the SI in writing immediately on aware of such claim, (ii) the SI has sole control of defense and all related settlement negotiations, (iii) the Bank provides the SI with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the SI, except under due process of law or order of the court. It is clarified that the SI shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that

may be detrimental to the Bank's (and/or its customers, users and System Integrators) rights, interest and reputation.

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

Non-compliance of the SI with Laws / Governmental Requirements IP infringement

Negligence and misconduct of the SI, its employees, and agents

Breach of any terms of tender document or Representation made by the System Integrator.

Act or omission in performance of service. Loss of data due to SI provided facility.

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

The SI shall not indemnify the Bank for

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

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

9.7. Inspection of Contents

All contents viz. video, Ticker information, images shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make any modifications. Said contents are subject to examination. Bank's auditors would execute confidentiality agreement with the SI, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

9.8. Publicity

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

9.9. Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees

who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

9.10. Penalties and delays in System Integrator's performance

The SI should provide uninterrupted services for ensuring implementation and maintenance of the DMS as per the requirements of this tender. Inability of the SI to either ensure deliverables as per specifications within defined timelines or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level in this RFP. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable, when the delay is not attributable to the bank.

Notwithstanding anything contained above, no such penalty will be chargeable on the SI for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

Delivery of the Goods and performance of the Services shall be made by the SI in accordance with the time schedule specified by the Bank.

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

Any delay by the SI in the performance of its delivery obligations shall render the SI liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages.

9.11. Performance Bank Guarantee:

The Successful bidder has to furnish a performance guarantee for an amount equivalent to 10% of the total order value from a Schedule Commercial Bank for a period of five year and three months as per format attached in RFP.Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with provisions of the said Performance Bank Guarantee executed by the parties.In the event of non performance of obligation or failure to meet the terms / requirements of the Project/RFP, bank shall be entitled to invoke the performance bank guarantee without notice or right of demur to the service provider. Bank reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Purchase Order in the event of breach and/or non-observance of any of the terms of performance bank guarantee. The Performance Guarantee would be returned to the SI after the expiry or termination of the contract.

9.12 LIQUIDATED DAMAGES

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

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

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

Delivery/Availability, but no installation of the components and/or software No Integration System operational, but unsatisfactory to the Bank

If the SI fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction subject to 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

9.13. Confidentiality

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

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

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

“Confidential Information” means any and all information that is or has been received by the SI (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

(a) Relates to the Disclosing Party; and

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

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

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

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

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

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

Disclosing Party:

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

iii. In maintaining confidentiality hereunder the Receiving Party 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; and

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

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

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

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

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

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

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

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

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

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

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

9.14. Force Majeure

i. The SI 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.

ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the SI and not involving the SI'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.

iii. If a Force Majeure situation arises, the SI 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 SI shall continue to perform SI’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.

iv. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the SI shall hold consultations in an endeavour to find a solution to the problem.

9.15. Resolution of disputes

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

ii. If the Bank project director and SI 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 SI and Bank respectively.

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

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

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

vi. This tender document shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings if dispute not steady through resolution of dispute resolve before any court of appropriate jurisdiction, should it find it expedient to do so.

9.16. Exit option and contract re-negotiation

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

a) Failure of the successful SI to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;

b) Delay in providing the Solution with complete readiness;

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

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

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

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

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

a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the SI regarding the delivery of the reverse transition services.

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

a) The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.

b) Vendor shall provide adequate documentation thereof.

c) The vendor shall jointly manage the SOC Solution with the bank or designated team for a reasonable period of time

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

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

viii. Warranties:

a) All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.

b) The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

c) The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.

d) The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

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

x. During which the existing SI would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The SI agrees that the reverse transition mechanism and

support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

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

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

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

9.17. Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that SIs / 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 SIs (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the SI 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.

9.18. Waiver

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

9.19. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the SI from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. 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.

9.20. Termination

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

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

   a) The SI breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.

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

iii. The SI shall have right to terminate only in the event of winding up of the Bank.

9.21 Effect of termination

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

ii. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

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

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

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

9.22. Vendor's liability

The Vendors 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 Vendors liability in case of claims against the Bank resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor as part of this RFP. 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 the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.
The vendor 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.

9.23. Assignment-

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

9.24. -Information Ownership

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

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

9.25. Intellectual Property Rights

The Vendor shall ensure that the equipment (including hardware and software(if any)) does not infringe third party intellectual property rights or any other intellectual property rights. If a Intellectual property rights or any third party's claim endangers or disrupts the Bank's purpose, the Vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or (iv) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank.

9.26- Statutory 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 contract.

9.27- Taxes

The consolidated fees and charges required to be paid by the Bank against each of the specified components under this Agreement shall be all-inclusive amount excluding 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.

9.28 Survival

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

10. Disclaimer

The scope of work document is not an offer made by Central Bank of India but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other SIs. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another SIs whom so ever they feel eligible for the same taking into consideration the price and quality.

11. Annexure -1: System Integrator's Compliance to Technical requirement

Bidder has to made compliance mandatory with the specifications as mentioned in the below table (Part A)

Features	Technical Specifications	Compliance (Y/N)
Display	24*7 application high grade professional panel. The Display should have a minimum life span of 50,000 Hours.	
Aspect Ratio	16:9	
Mounting	Landscape / Portrait mounting should be possible	
Screen Size	42 " diagonal or Above LED panels of LG/Samsung/Sony/Panasonic	
Resolution :	Full HD support (1920 x 1080) and above pixels	
Brightness	450cd/2 or above	
Dynamic Contrast	50000: 1 or above	
	Display should have min below input terminals :	
Port	RGB Input - Mini D-Sub 15-Pin x 1 no (for PC In), DVI-D In - 24+1 Pin x 1 no , RS-232C - D-Sub 9 Pin x 1 no (Input and Output each), Display Port (DP) In / Out	
	HDMI X 1, Built in USB (3.0 or above)x 1, LAN Port - RJ45 x 1 no	
	Audio In / Out	
	In-built speakers of 10W + 10W	
	capability of direct USB playback	
Internal Memory	8GB or above.	
Power consumption	200 W or less	
Power Supply	100 ~ 240 V	
Energy Star	Energy Star Certified 5.0 or above	
compliant	YES	
Safety certifications	BIS/UL/uCL/CB/TUV/FCC class "A" Certifications	
Brackets	Universal Wall mounts bracket and installation for the display. Should also support all types of mounting accessories such as ceiling , wll or pedestral mounts.	
Warranty	Minimum 3 Years.	

Bidder has to comply mandatory with the specifications as mentioned in the below table (Part B)

Part B: DIGITAL MEDIA PLAYER (DMP) HARDWARE SPECIFCATIONS		
S.No	Technical Specifications	Compliance (Yes/ No)
1	AMD/Intel dual core or above processor 1.5 ghz and above	
2	2 GB RAM Memory	

3	8 GB Flash Memory	
4	Expandable Memory upto 32 GB	
5	Serial, VGA, Display port, 2 USB 2.0, 1 HDMI port	
6	Integrated Wireless LAN Support.	
7	Dual monitor support (VGA and DP)	
8	OS- Embedded Windows or Linux or Android	

The bidder will mark codes (A, C and N) in Table below (Part C & D) in Bidder's response column

Available as a standard product offering	**A**
Not available but will be a customization at the bidder's own cost	**C**
Not available and will not be provided	**N**

Part C : Digital Media Player: Functional Specifications

Sl. No.	Details	Response	Remarks if any
1	The Software should run on Microsoft /Windows7 or above or Linux or Android		
2	The Software should power up the Media Player at pre-determined times on all functioning days of the Bank and power off the unit during the closing hours of the Bank.		
3	Media Player Must support the delivery and display and playing of video files(MPEG, SWF, ASF, AVI, jpeg, gif, Flash and WMV), Image files and web content.		
4	No Bank Personnel should be required to either switch on, switch off, power off, log in or log out. All the above functions should function automatically as Scheduled.		
5	Multiple Screen Layouts with Multiple Independent Zones.		
6	Should play Standard Multimedia Files: Flash, Videos, Images, etc		
7	Separate Weather Banners and Scrolling Banners -		
8	Media Player should support video codec MPEG 1,2 and 4 in Standard Definition(SD) and High Definition(HD), Web		

	content including Graphics, Flash Animations, Windows Media and MP3 Audio		
9	Time-Sensitive Content – Expired old content to be Purged.		
10	Unattended, Continuous Playback. Also have Ability to control and schedule (hour/day/week/month) content playback		
11	Remote Shutdown, Reboot Mode.		
	Connect to server on "as-and-when-needed" basis (pre defined interval)		
12			
13	Necessary software with License for Media player software to be provided and license should cover all the software features mentioned above		
14	Media Player and offered software should support IPV6		
15	Media Player should be able to work in offline mode with local repository i.e. even in the situation like the connectivity with the Central Server is lost .		
16	Information must be stored in Media Player in order to enable displaying the contents in the absence of internet connections		
17	No need of dedicated bandwidth – Solution should work on existing minimum 64Kbps bandwidth at Branches. Media play should also support Dial-Up or Broadband Connectivity		
18	Play Scheduled Playlist in day parts		
	Ability to schedule permitted download and upload		
	time so as to use connectivity during non-peak		
19	hours.		
20	Proof or Play and Log Retrieval		
21	Should Support Major Indian Language Fonts		
22	System should be able to store a minimum of at least 30 minutes of mpeg-1 / mpeg-2 video in a single loop.		
23	Media Player Should support ftp, http and Real Time Streaming Protocol (RTSP) .		

Part D: Digital Signage Media Manager- DMM (Application Software)

Make / Model :

SL	Features	Specifications	Compliance
	Digital Media Manager		
Sl. No.	**Details**	**Response**	**Remarks if any**
1	Web Based Solution (Hosted Manager Application) from any node on the Bank's Network		
2	Software should ensure that during the file pushing process, our precious bandwidth meant for core business transactions is used in a judicious manner whereby bare minimum bandwidth is used.		
3	Desirable Integration with Windows Server 2003 / 2008 based Active Directory System (if other pl specify).		
4	Screen Layout Designer Module with Drag and Drop interface and supporting more than 2 Media Zones, 3 Scrolling Zones, Date and Time zone along with Weather Module. Supports any screen resolution in both the screen Formats (Portrait and Landscape).		
5	Alert Manager: Option to assign player or Group of players to an email id to receive the Player logs between set intervals.		
6	Players can be placed in multiple Groups and schedules can be sent to a Group or a selection of Players in a Group or to the Whole Network.		
7	Can add any number of media players in the Network.		
8	Screen can be divided minimum 6 zones. Minimum 2 Media zones supporting all Media formats (Videos, Images, Flash, Web URLs), 3 Ticker, Date Zone & Time Zone.		
9	Media zone can play Videos, Flash, Images, Web pages, Office Files & PDF documents.		
10	Customer can choose smooth seamless transitions between images.		
11	Media zones can be synchronized.		
12	Media can be organized in Tree View Folders.		
	All the zones in the Screen Layout can be scheduled		

13	independently.		

14	Tickers should support UNI code (Multi Lingual Support). Should customize font name, font size, font type, Foreground color and Background color (Gradient & Solid).		
15	Tickers should scroll in any direction (Right to Left, Left to Right, Top to Bottom and Bottom to Top)		
16	Tickers should support feature where news can be downloaded from a RSS News Feed at a given interval.		
17	Option to set different text Scroll data for different days of the week		
18	Should have the feature of enabling and disabling players on the network.		
19	Should have the feature for deleting / purging the files on the Content Server.		
20	Should have the feature to view active playlist for all the zones.		
21	Should have the feature to overwrite Future Schedules and files on the Remote players.		
22	Ability to view the Current Files and the playlist of the Remote Players.		
23	Ability to Overlay Image and text on the Videos (Transparency Feature)		
24	Feature to set the different shutdown time and reboot time for all days of a week for the Remote Players.		
25	Logs for viewing the Status of the players (Start Up time, Shutdown Time and Server Connect Time).		
26	Feature for creating project files for External Pen drive Updates for the players where there is no Internet connectivity.		
27	Dashboard view of the Network connectivity Status between the Media Players and the Central Server, Players current IP Address & Free Space available on Players.		
28	Drag and Drop feature to create a playlist, modify the position of the files in the playlist.		
29	Each file in the Media Playlist to have Start and End time and option for looping.		

30	Option to set the files in the playlist to play on a set day of the week or entire week.		
31	Option to set the files in the playlist to play in a set day of the Week or entire week		
32	Option to mute Audio for each Media file in the playlist.		
33	Option to play selected Media files in Full Screen Mode during playback		
34	Option to set the start play time and end play time for Media file to playback only selected portion of the Media file.		
35	Option to force download selected Media files in the playlist.		
36	Option to set Screen shot with time stamp during Media Playback on Media player and upload back the screenshot to be viewed from the Manager.		
37	Information about the Contents upload time from the Manager Application and Media files download time from the player.		
38	Reports of Media Exposure between Date ranges. Should be able to export this data to Microsoft Excel & PDF.		
39	User access & management - Multi Level user access, Administrator will have all the rights and he can create users and assign rights, User access can be provided for a Player, Group of Players or each module like Playlist creation, Layout Management, Reports etc…		
40	Software Updates and Patches are to be remotely managed from the manager to the Media Players.		
41	The Schedules, Playlists, Logs and other information for the players are uploaded to a Content Server in an encrypted format.		
42	Internet /Intranet connectivity (Green and Red) Indicator at the Player to identify network connectivity.		
43	Self Healing Watch Dog Module on the player to ensure that all the zones in the current Layout are up and running.		
44	Media Expo to be uploaded to the server at predefined intervals.		
	Automatic Project updates Flash Module on the player to update the content and the schedules from the project file in		

45	case of manual update.		

46	Players should be programmed to download content from the XML feed automatically.		
47	Encryption of Data to increase secure downloads on the player – Minimum 128-bit encryption is to be supported.		
48	Intelligent Download Module on the player helping in content and schedules to be downloaded meant for the particular player.		
49	Player should be programmed to play unattended on 24 x 7 basis.		
50	If there is no internet/ data connectivity on the player then the player should play the last updated content.		
51	Reports should be Customizable based on the banks requirement with no additional Charges.		
52	Log Viewer Module in the Manager application to give instant reports for Active Playlists on each player, Content upload and download time, player start up and shutdown times.		
53	Option to push Bluecasting Messages to the players at the locations.		
54	Option to send Emergency messages to the players. Messages should over ride the current content on the Screen and Display FULL Screen. Also option to set the Start and End time for Emergency Messages and the frequency interval so that the player will alternate between the Emergency Messages and current content.		
55	Scheduled Player downloads for better Bandwidth Management and also support Broken downloads and Intelligent downloads where only modified content downloads.		
56	Support for preventing play back of content that is not authenticated in the Manager Application.		
57	Should support Multiple File types in a Loop (Multiple file formats in a Playlist).		

12. Annexure-2: Format of Conformity Letter

(Proforma of letter to be given by all the Vendors participating in the Digital Media Signage Project on their official letterheads)

To

Deputy General Manager

Corporate Communication Department

Central Office, Sorabji Bhawan, Fort

Mumbai – 40021

Sir,

Sub: RFP for Implementation and Maintenance of DMS

Further to our proposal dated XXXXXXX, in response to the tender Document issued by Central Bank of India **("Bank")** we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

13. Annexure 3: Format of Conformity Letter with Deviations / Suggestions (If Applicable)

(Proforma of letter to be given by all the Vendors participating in the Digital Media Signage Project on their official letterheads)

To

Deputy General Manager

Corporate Communication Department

Central Office, Sorabji Bhawan, Fort

Mumbai – 40021

Sir,

Sub: RFP for Implementation and Maintenance of Digital Media Signage.

Further to our proposal dated XXXXXXX, in response to the tender Document (hereinafter referred to as **"TENDER DOCUMENT"**) issued by Central Bank of India **("Bank")** we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Appendix 2 Form A 02 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

14. Annexure 4: Eligibility criteria compliance for RFP for Digital Media Signage

Sl. No.	Eligibility Criteria	Documents required	Complied Y/N
A) General Criteria			
1	Shall be a PSU/PSE/partnership firm, limited liability partnership firm or a limitedcompany having existence in India. The necessary certificates viz., Certificate of Incorporation in case of Limited company,Registration Certificate along with the latest partnership deed in case of partnership firm shall be submitted with the offer.	Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification For other eligible entities- Applicable documents	
2	Shall have been in existence for three years as on 31-03-2016.	Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. For other eligible entities- Applicable documents	
3	The firm shall not be blacklisted / barred by Government of India or any regulatory body in India.	Self Declaration	
4	SI should an ISO 9000:2000 certified organization	Copy of the Certificate	
5	OEM should be an ISO 9000:2000 certified organization.	Copy of the Certificate	
6	The support service centre should be available at least at Mumbai, New Delhi, Chennai, Kolkata, Hyderabad, Bangalore and Ahmedabad	Centres Address and contact details to be attached along with Undertaking	
B) Financial Criteria			
7	Shall have a minimum average annual Net Sales Turnover of Rs.500.00 Crores (Rupees Fifty Crores only) during last three financial years viz. 2013-14, 2014-15 and 2015-16.	Copy of audited Balance Sheet and P&L statement for the financial years 2013-14, 2014-15 and 2015-16.	

8	Shall have made net profits for the last 3 financial years viz. 2013-14, 2014-15 and 2015-16.	Copy of audited Balance Sheet and P&L statement for the financial years 2013-14, 2014-15 and 2015-16..	
C) Technical Criteria (Experience and other Technical Requirements)			
9	SI should have implemented Digital Signage solution in at least 3 organizations (minimum one Govt. / PSU / Scheduled Commercial Bank) with the implementation being undertaken across 500 locations or more in India during the last three years.	Project Details to be submit as per Annexure 9. Details are MANDATORY and to be included in technical bid. Without the those details, the Bid is liable to be rejected. Bidders are also required to submit the letter from the client about successful implementation.	
10	SI should provide Manufacturing Authorized Format (MAF) of OEM providing Digital Signage solution	MAF Letter	

16. Appendix1 Form 02: Indicative commercials

Part A: One Time Cost

Sl. No	Item Description	Quantity	Rate	Total
A.1	**Central Setup**			
A.1.1	Digital Signage Media Manager - Enterprise Licensed Software	1		
A.1.2	Rack Mountable Centralized Server With Hardware & System Software (DC & DR)	2		
A.1.3	Media Player –Hardware	500		
A.2	**Branch Setup**			
A.2.1	Display Screens - Commercial Unit - 42" or above LEDs	500		
		Subtotal A		

Part B: Recurring Cost

Sl. No	Item Description	Quantity	Rent /Month	Total (for 60 Months)
B.1	**Resource – For Managing DMS**			
B.2.1	Resident resource for DMS Management including Content Management, DMS Network Management	1		
		Subtotal B		

Part D: Annual Maintenance Charges (4th & 5th Year)

Sl. No	Item Description	Quantity	AMC /Year	Total for 2 Years
D.1	AMC of Digital Signage Media Manager - Enterprise Licensed Software	1		
D.2	AMC of Rack Mountable Centralized Server With Hardware & System Software	2		
D.3	AMC of Display Screens	500		
D.4	AMC of Media Player – Hardware	500		
		Subtotal D		

TCO (A+B+C+D) for 5 years	

16. Appendix 2 Form A 01: Cover Letter (Technical Offer)

Date

To

Deputy General Manager

Corporate Communication Department

Central Office, Sorabji Bhawan, Fort

Mumbai – 40021

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement, commission and maintain ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Tender (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this…………………………………..by ……………………….20

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter shall be on the letterhead of the Vendor duly signed by an authorized signatory)

17. Appendix 2 Form A 02: Queries on the Terms & Conditions, Services and Facilities provided:

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Dated:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

18. Appendix 2 Form A03: Table of Contents

Section #	Section Heading	Proforma Given
1.	Eligibility Criteria	Annexure 4
2.	Cover Letter – Technical Offer	Appendix 2 Form A 01
3.	Bid Security	
4.	Bid Security Undertaking	Appendix 2 Form A 04
5.	Tender Cost	
6.	Executive Summary	
7.	Technical compliance	Annexure 1
8.	Technical Offer Description	
9.	Detailed Methodology for providing Security Services using the Security Operations Center	
10.	Conformity Letter	Annexure 3
11.	Conformity Letter with Deviations /Suggestions (if applicable)	Annexure 4
12.	Indicative Commercial Bid	Appendix 1 Form A 02
13.	Query format / Comments on Terms and conditions and Terms of reference	Appendix 2 Form A 02
14.	Guidelines, Terms & Conditions and Process Flow for e-Procurement Auction	Annexure 6
15.	Any other Information as requested in the tender document	
16.	Resource Plan Matrix	Annexure 2
17.	Manufacturer’s Authorization Form	Annexure 7
18	PERFORMANCE BANK GUARANTEE	Annexure 8
19	Project Details (Summary)	Annexure 9
20	Scoring Criteria	Annexure 9

Dated:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

19. Appendix 2 Form A 04: BID SECURITY UNDERTAKING FORM

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

Deputy General Manager

Corporate Communication Department

Central Office,

Sorabji Bhawan,Fort

Mumbai – 40021

Whereas ____________________ having its registered office at ________________________________ (hereinafter called "the Bidder") has to submit its bid dated ___________ for the Supply ,implementation and Maintenance of Digital Media Signage as specified in Schedule of requirement against Tender Reference NO.___________________________(hereinafter called "the Tender")

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

The conditions of this obligation are:

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

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

Notwithstanding anything contained hereinabove;

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

Date this -------------------- day of ------------------ 2016 at ----------

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

sd/- --

20. Annexure 5: GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

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

This annexure consists of tentative rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders. However, the final rules shall be shared during the Reverse Auction process.

20.1. Rules for E Procurement Auction (Reverse Auction):

a. APPLICABILITY:

i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.

ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A.

iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

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

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:

a) Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.

b) Agreement between System Integrator and bidder. (This format will be given by the System Integrator prior to announcement of Reverse Auction.)

c) Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

d. TRAINING:

i. The Bank will facilitate training for participation in Reverse Auction through the System Integrator for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.

ii. Wherever necessary, the Bank / System Integrator may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

iv. Each bidder / bidder shall participate in the training at his / their own cost.

e. <u>DATE/ TIME FOR TRAINING:</u>

i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.

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

f. <u>DATE/ TIME OF REVERSE AUCTION:</u>

i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 2 working Days prior to such auction Date.

ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. <u>CONDUCT OF REVERSE AUCTION:</u>

i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

ii. The Reverse Auction may be conducted by the Bank itself or through a System Integrator specifically identified/ appointed/ empanelled by the Bank.

h. <u>PROXY BID:</u>

i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

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

i. <u>TRANSPARENCY IN BIDS:</u>

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

j. MASKING OF NAMES:

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

k. START PRICE:

i. . Once the bidding time starts the system will show the start price of the bidding process.

l. DECREMENTAL BID VALUE

i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions.

ii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).

m. REVERSE AUCTION PROCESS:

i. The procurement process shall be completed through a single Reverse Auction.

ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Appendix 1Form 02 of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.

iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure

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

n. EXPENDITURE ON REVERSE AUCTION:

i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.

ii. Bidders shall participate in the training or mock auction at their own cost.

o. CHANGES IN BUSINESS RULES:

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

p. OTHER INSTRUCTIONS:

i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

iii. Neither Bank nor System Integrator can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. ERRORS AND OMISSIONS:

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

20.2. Terms and conditions of Reverse Auction:

a) Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the System Integrator. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.

b) The auction type is English Reverse No Ties.

c) The duration of Auction will be of 30-60 minutes as decided by the Bank If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is may restricted to maximum 5-10.

d) Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.

e) Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

f) There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.

g) Bidding will be conducted in Indian Rupees (INR).

h) The bidder has to quote the total cost of items mentioned in Annexure 5 of RFP (Line item Nos 1 and 2). Bank will arrive at TCO as per the format mentioned in the Annexure 5 after closure of bidding.

i) The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.

j) The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.

k) Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.

l) Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP CO:CCD:2016-17:3as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.

m) Only those bidders who are technically qualified and competent to provide the required solution as per RFP CO:CCD:2016-17:3are only eligible to participate in Reverse Auction Process.

n) All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

o) All other terms and conditions of the RFP No. CO:CCD:2016-17:3remain unchanged.

20.3. FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP CO:CCD:2016-17:3 for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. CO:CCD:2016-17:3 for “for the implementation and Maintenance of Digital Media Signage” in connection with the reverse auction event held by CENTRAL BANK OF INDIA & to be conducted by ______________________.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of CENTRAL BANK OF INDIA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. CENTRAL BANK OF INDIA will make every effort to make the bid process transparent. However, the award decision by CENTRAL BANK OF INDIA would be final and binding on us.

4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP CO:CCD:2016-17:3
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of CENTRAL BANK OF INDIA, bid process, bid technology, bid documentation and bid details. CENTRAL BANK OF INDIA TENDER documents remain the property of CENTRAL BANK OF INDIA and all suppliers are required to return these documents to CENTRAL BANK OF INDIA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of ___________or CENTRAL BANK OF INDIA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. __________ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and CENTRAL BANK OF INDIA.
9. CENTRAL BANK OF INDIA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from CENTRAL BANK OF INDIA. Any other suppliers, including those registered on _________ do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at CENTRAL BANK OF INDIA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by _______ in consultation with CENTRAL BANK OF INDIA. The decision of CENTRAL BANK OF INDIA would be final and binding on all bidders.
14. CENTRAL BANK OF INDIA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold ___________ , its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or

fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

16. ___________, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. ___________ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of ___________'s control.
18. Please note that CENTRAL BANK OF INDIA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
19. We have read the CENTRAL BANK OF INDIA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

Name: **Stamp:**

Designation: **Place:**

Date:

Organization: **Signature:**

21. Annexure 6: Manufacturer's Authorization Form (MAF)

No. ___________ dated______________

TO

____

____

____

Dear Sir,

Tender Reference No._____________________

We ____who are established and reputable manufactures of ___________________________ having factories at_________ and __________ do hereby authorize M/s _________________________________ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case the above firm is not able to perform the obligations as per contract during the period of contract, as Original Equipment Manufacturer, we are liable to provide the services as per the terms of contract.

Yours faithfully,

(Name)

for and on behalf of

M/s____________________

(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

22. Annexure 7 :PERFORMANCE BANK GUARANTEE

TO,

CENTRAL BANK OF INDIA

MUMBAI

-----------------.

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

1) We, -------------------------- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto --------------------- any money or moneys not exceeding a total sum of Rs--------- -(Rupees-----------only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser

forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

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

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

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

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued

by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

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

10) Notwithstanding anything contained herein:-

- **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).**

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

Date this -------------------- day of ------------------ 2014 at ----------

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

sd/- ---

23. Annexure 8 :PROJECT DEATILS (SUMMARY)

- Name of the Client
- Number of Branches
- Nature of the Project
- Scope of the Project
- List of Locations
- Project Deliverables
- Architecture of the solution implemented
- Date of award of Contract
- Date of commencement of the Project
- Date of successful commissioning of the Project (Pilot / Live)
- Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of purchase orders)
- Certificate from the respective companies to be attached.

(**Above Details are MANDATORY and to be included in technical bid. Without the above details, the Bid is liable to be rejected.**)

24. Annexure 9 :Scoring Criteria

„A‟ will carry 5 marks, „C‟ will carry 2 marks and „N‟ will carry 0 marks

Code category	Category wise count of codes mentioned against each item by the bidder in the table Part B and Part C above	Muliplier	score
A		5	
C		2	
N		0	
Total Score			

Note: -Bidder is required to obtain minimum of 80% of Marks

25. Annexure –10 :BANK GUARANTEE

TO

____

____

____

Whereas _____________________ having its registered office at ___________________________________ (hereinafter called "the Bidder") has to submit its bid dated ____________ for **"SUPPLY, INSTALLATION AND MAINTENANCE OF DIGITAL MEDIA SIGNAGE" a**s specified in Schedule of requirement against **Tender Reference NO.** CO/CCD/2016-17/3 (hereinafter called "the Tender") KNOW ALL MEN by these presents that we ______________________ having our Corporate Office at _______________ (hereinafter called "the Bank") are bound to Central Bank of India, (hereinafter called "The Purchaser") in the sum of Rs. 10,00,000/- (Rupees ten lac only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

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

We, ____, under take to pay to the Purchaser up to an amount of Rs. 1,00,000/- (Rupees one lac only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

4. **Our liability under this Bank Guarantee shall not exceed Rs. 1,00,000/- (Rupees one lac only)**
5. **This Bank Guarantee shall be valid up to ___________**
6. **We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ___________. After which the bank shall be discharged from its liabilities**.

Date this -------------------- day of ------------------ 2016 at ----------

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

sd/- ---

26. Annexure 11: NON-DISCLOSURE AGREEMENT

This Agreement made at _______________, on this _____ day of __________________ 2016.

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.

<u>**WHEREAS:**</u>

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: