CO/SECY/NSM/ TENDER/16-17/65A/286 09 Jan 2017

NOTICE INVITING TENDER

TENDER FOR PURCHASE OF NOTE SORTING MACHINES (NSM) AGAINST BUYBACK

Central Bank of India intends to purchase **minimum 50** NSMs (4+1 pockets) for its Currency Chests across the country on the basis of the buyback of the existing NSMs (4+1 pockets). The vendors are requested to quote/ offer their best price.

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TENDER FOR PURCHASE OF NOTE SORTING MACHINES (NSM)

1	Name of the work & Scope	Supply, installation, training and commissioning of 4+1 Heavy Duty NSMs at Currency Chests across the country against buyback of existing NSMs Offer buyback rate for existing NSMs (4+1, Make- M/s G&D) as per 'as is where is basis' Minimum Requirement:- NSM 4+1 pockets - 50 machines
2	Cost of application/ tender document. Availability of forms.	Rs. 5000/- (Non-refundable) by DD favouring Central Bank of India, payable at Mumbai. Tender may be down loaded from the banks web site www.centralbankofindia.co.in. DD should be enclosed in the Technical Bid. Application without the DD shall be rejected.
3	Date and Time for floating of tender	10 Jan 2017
6	Pre Bid Meeting	11.30 AM on 19 Jan 2017
4	Time and last date of submission of Tender	Up to 1500 Hrs on 27 Jan 2017
7	Date, Time and Place of opening of Tender	1600 Hrs on 27 Jan 2017. Address as above.
5	Address for submission of tender, contact person, telephone No.	The Assistant General Manager - Security , Central Bank of India, Central Office, Chandermukhi, 16th Floor, Nariman Point, Mumbai - 400 021. Tel. No. 022 6638 7874 or 6638 7761
8	Quantum of Earnest Money Deposit (EMD)	Rs 13 lac - DD favouring the Bank, Mumbai Valid for three months.
9	Terms of payment of Bills	Against Commissioning of each machine, by the Currency Chests/ linked Branches concerned
10	Penalty clause -Liquidated Damages for delay in supply schedule	Refer Para 40
11	Stipulated time for completion of the work/supply.	**One (01) month from the date of Supply Order**
12	Validity period of the tender.	**180 days from the date of opening of Commercial Bid/Offer**
13	Electronic Payment	**Payment shall be made by way of Electronic fund transfer. Firm should furnish details of the bank, A/c No, IFSC code.**
14	Escalation of price	No escalation permitted. Prices shall be firm &

		fixed
15	AMC	For 4 years after warranty of minimum 01 year/ specified by the company if more than 01 year
16	Performance Guarantee	10% of the contract amount (Basic Price of the number of machines proposed to be purchased from the supplier) - valid for 4 years after the initial warranty period of one year. EMD shall be refunded on submission of Bank Guarantee.

The bank reserves the right to cancel or postpone the tenders at any stage without assigning any reasons thereof.

1. INVITATION FOR TENDER OFFERS

Central Bank of India invites sealed tender offers in two bid system (Technical Bid and Commercial Bid) from reputed firms OEMs or who are **subsidiaries of parent company or authorized dealers or manufacturers.**

For complete details and format of RFP/Tender, please log on to Bank's Website www.centralbankofindia.co.in. DD for the said amount (application money) should be enclosed with the Technical Bid.

No brokers/intermediaries shall be entertained. The Bank reserves the right to reject any or all applications without assigning any reasons thereof. **Any attendance, discussion shall be through only an authorized representative of the firm, who will be in possession of an authority letter from the firm.**

2. SCOPE OF WORK

Supply, installation and commissioning of **4+1 pocket machines - minimum 50 Note Sorting & Processing Machines (NSMs) against the buyback of** existing NSMs as per 'as is where is basis', **at our Currency Chests across the country**. The number of machines mentioned above is only tentative and the actual number may increase depending upon the future requirements.

3. NSM PARAMETERS

The NSMs **should meet RBI norms on authentication and sorting parameters** and should be Table Top Models, which can be operated by a single person. Must have the following features:

- Image Based Technology- State of art user interface, simplified operation using self-explanatory language/symbols
- Ergonomic design for prolonged comfortable operation and touch screen
- Easy and rapid upgradable soft ware
- Processing-Authentication, Denomination and Fitness identification and sorting
- Sorting of different currencies, denominations and in series
- 100% rejection/identification of suspected and counterfeits, damaged or unfit bank notes

- Fitness sorting- Issuables, Non-issuables, ATM fit etc.
- Currency adaptation
- Suitably designed for easy maintenance and removal of stoppages
- High speed note sorting - robust enough for non-stop operation for at least five hours per shift per day
- Low noise level - below 70-80 db within one meter radius.
- Operated at standard power supply with battery option and voltage stabilizer
- After sales service set up on all India basis-Easy availability of spares
- Elegant and robust design capable of functioning in dusty, heat and humid conditions.
- Generation of reports- Should have user interface with PC or Printer for generation of reports
- Long life span of minimum seven years
- High precision accuracy to detect counterfeit notes.
- The software up gradations will be carried out at **no cost to the bank** whenever the authentication features are revised by RBI and/or certain currency notes are drawn out of circulation by RBI or when new currency notes are introduced
- Approvals - **GE Tested/CE Mark**

4. TERMS OF EXECUTION OF WORK & LIQUIDATED DAMAGES

The supply and installation of currency note sorting machines is **to be completed within a period of 30 days** commencing from the date of acceptance of the work order issued by the Bank.

Any delay in completion of the work over the stipulated period will attract **penalty of Rs. 1000/- per week, per site.** Bank reserves the right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company/vendor.

The Bank may however, extend the time of completion on force majeure conditions or for any reasons beyond the control of the contractor. However, the contractor has to inform/request in writing for any extension quoting reasons therefore.

The contractor agrees and considers that the liquidated damages set out hereinabove are fair and reasonable and that he will not raise any objection or dispute with regard to the exercise by the bank of the right to the liquidated damages.

5. AUTHORITY TO SUBMIT BIDS

Only authorized personnel of the firm/ organization shall sign the BID. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Necessary resolutions/authority/ Power of Attorney available shall be enclosed. In case the principal vendors authorize their business partners or authorized distributors to bid on their behalf, a separate authorization letter as per format (Letter of Authorization to bid) enclosed, along with a commitment to fulfill the terms of tender should be submitted. One firm or organization cannot quote on behalf of multiple manufacturers. Further if a particular machine is marketed by one or more firms, only one firm should respond to the tender for that particular model.

6. ELIGIBILITY CRITERIA FOR SHORT LISTING (Pre- Qualification)

The firm should have experience of successfully undertaken installation of NSMs for RBI/ Public Sector Banks.

Sr No	Criteria	Documentary Proof/ Remarks
1	The vendor/firm should be in the business of Note Sorting Machines for the last three years as of 31.01.2017, in **Indian Market** and should have a minimum installation base of 20 (twenty) NSM in 4+1 category as of 31.01.2017	Relevant/necessary purchase orders to be enclosed. Even purchase orders in hand pending supply shall also be considered.
2	The firm must have annual **turnover through NSMs only of** minimum **02** Crores **each** during the last three financial years ended 31.3.2014, 31.3.2015 and 31.3.2016	Documents required : Audited Profit & Loss Account and Balance Sheet for the three years. Turnover Certificate on sale **of NSMs** not less than 02 crores each year during the three years, **from the auditor** be enclosed.
3	The vendor/firm should have positive net worth as of 31.3.2016 and should have shown profit during the F.Y ended 31.3.2016.	Auditors Certificate be enclosed
4	The machines must meet the technical specifications in entirety (Para 2 b)	Refer Annexure II & III- Certificate to this effect be enclosed.
5	The vendor should have **National Presence,** own authorized center with qualified and trained Engineers OR Resident Engineers of the Company in all the States except NE States. However, as far as NE States are concerned, the firm should have at least two Resident Engineers. (**Franchisees shall not be considered strictly**)	Documents required : List of service centers/ Resident Engineers should be submitted, with, address and contact numbers. (The above information shall be checked by the Bank through its own sources)
6	The vendor/firm should be ISO 9001-2000 certified	Enclose certificate
7	Satisfactory performance certificate is required from two Banks out of which one has to be necessarily a Public Sector Bank	Enclose Certificates

NOTE:

If the Bidder is not the Original Equipment Manufacturer (OEM) but only an authorized dealer, it should have a valid authorization letter from the OEM to supply the machine in India.

Documentary evidence viz., attested copies of Audited Balance Sheets, Profit and Loss account, work orders issued by the Banks, satisfactory installation reports issued by the Banks, Auditor's reports as required etc. should be enclosed.

7. LOCATIONS TO BE COVERED

The NSMs will be required to be installed at the identified Currency Chests located at various places in the country. This list shall be provided to the successful vendor/s.

8. TWO BID OFFER

The offer will be in two parts - Technical Bid and Commercial Bid. Both the bids must be submitted at the same time but in separate sealed covers addressed to Assistant General Manager (Security), Central Bank of India, 16th Floor, Chandermukhi, Nariman Point, Mumbai - 400021 and duly super scribed on each envelope as follows:-

- **Technical Offer - NSM**
- **Commercial offer - NSM**

The envelopes of Technical and Commercial Offer shall thereafter be placed inside a larger single envelope and delivered, duly addressed, indicating from and to address with contact Nos. before the due date at the address indicated. Bank shall not be responsible for any postal delay. Bids received after the due date and time shall not be accepted.

8 (A) REVERSE AUCTION PROCESS

Reverse auction process will be held. The details are given in Annex VIII to the tender.

9. EARNEST MONEY DEPOSIT (EMD)

Rs 13 lacs (Rs Thirteen Lacs only) by DD favouring Central Bank of India, payable at Mumbai valid for 90 days.

EMD should be submitted along with the Technical Bid. This amount will be forfeited if the vendor withdraws his bid during the period of validity or refuses to accept purchase order or having accepted the purchase order fails to carry out the obligations mentioned therein. **Bank Guarantee in lieu of EMD will not be accepted**.

No interest will be payable on EMD. In the event of non-submission of EMD, the offer will be rejected. The EMD will be refunded only on production of Bank Guarantee, for four years, after the initial warranty period of one year. Bank reserves the right to increase the EMD by 1% while placing final orders.

10. VALIDITY PERIOD OF THE OFFER

The offer should remain valid for a period of **180 days** from the date of opening of the Commercial Bid/ offer.

11. TECHNICAL BID

The Technical Bid should be completed in all respects and contain all required information. It should **NOT** contain any **price** information. It is mandatory to submit the Technical Bid in the prescribed form. In case of non-submission or partial submission of technical data/details, the bank at its discretion may not evaluate the offer.

The technical offer should be submitted in an organized and structured manner in a folder/file, duly labeled/flagged. No brochures/leaflets, documents etc should be submitted in loose form. The technical bid should contain the following:-

- Covering letter on the prescribed format
- Technical specifications complete with all columns filled in
- Photocopies of required certificates/documents/proof, P&L A/c Balance Sheet
- Auditors Certificate, copies of orders executed etc.
- Product brochures, leaflets, manuals
- Service Network details with complete details and mapping
- EMD as specified
- Vendor’s profile
- Certificate from two PSBs as required under eligibility criteria

12. PRICE COMPOSITION

The price quoted shall be in Indian Rupees only. The price quoted shall be firm and binding without any escalation whatsoever for one year. The price quoted shall be **inclusive** of the following:

- Cost of the machine with all components, duties and levies, transportation, freight, forwarding, insurance, installation and commissioning charges and minimum one year warranty covering all parts, service and visits to sites

- Shall include cost of modification, up gradation of software for any new design or denomination of banknote that may be introduced by RBI or any currency withdrawn by RBI from circulation. Shall also include up gradation of software for Counterfeit note detection.

Taxes and Entry Tax shall be additional, as may be applicable.

Note:- The vendor will also be required to quote for four years post warranty comprehensive AMC, which will be taken into consideration while evaluating and deciding on the overall cost of the machine. This will remain firm/unchanged and valid for four years from the date of expiry of the warranty period.

13. ERASURES AND ALTERATIONS

Technical and Commercial details must be completely filled up. Corrections or alterations if any should be authenticated. In case corrections/alterations are not properly authenticated, the offer shall be rejected.

14. NO PRICE VARIATIONS

The commercial offer shall be on fixed price basis. No upward revision in the price would be considered for one year. This should be applicable even for repeat orders, during the period of one year applicable form the date of supply order. This excludes taxes which shall be at actuals as per State/Central Govt. directives/revisions, as may be applicable from time to time.

15. PRICE FREEZING

The price finalized shall remain valid for a period of one year from the date of Purchase Order. The validity of the price shall be extended for one more year, at the discretion of the Bank and acceptance by the vendor.

16. CLARIFICATIONS ON TENDER

Clarifications, if any required on the Tender/ RFP could be sought through e- mail, within 07 days of floating the tender. The clarifications, if deemed necessary shall be replied by the Bank and displayed in the Bank's website. Else it shall be clarified during the pre-bid meeting.

17. OPENING OF OFFERS

Tender will be opened on 27 Jan 2017 at 1600 Hrs at our Central Office, Chandermukhi, Nariman Point, Mumbai. Vendor presence is welcome but not mandatory. No separate intimation will be given in this regard to the vendors unless there is a change in the date/ time of opening the Tender or the venue.

Only one Authorised Representative of the vendor will be allowed to witness the tender opening, upon submitting the authorization letter issued by the Vendor Company.

The commercial bids of only the technically qualified vendors whose Technical bids and Machines are found acceptable will be opened subsequently on a date that will be conveyed to vendors telephonically after analyzing the tech bids.

18. EVALUATION PROCESS

Technical Offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the Tender.

Bank reserves the right to reject an offer under any of the following circumstances:-

- If the offer is incomplete and / or not accompanied by all stipulated documents and certificates/declarations
- If any of the terms and conditions stipulated in this document is not accepted/met
- If any of the technical specifications stipulated is not met/adhered to
- If required information with appropriate documents in support of the same is not submitted.
- EMD & Application Money not tendered
- Tenders received after the due date and time.

Tender should be submitted to an Officer from the Security Department, who will mark the date and time of receipt of the tender, on the envelope or could also be dropped in the tender box kept in Security Department. It shall not be handed over to any other staff. The Technical bids shall be opened and the eligibility of the bidders will be evaluated to ensure meeting the minimum pre-qualification criteria.

Technical bids of the bidders who satisfy the prequalification criteria will be evaluated for compliance of other terms and conditions and also compliance of the machine/model offered to the technical specifications.

The bidders, whose Technical bids are found to be in order in all respects, will be required to give a demonstration of the model of the Note Sorting Machine being offered, to assess various features listed in the Technical Bid. The model will also be subjected to the following tests:-

- Speed test to check the machine's speed
- Authenticity check with reference to the features of genuine notes as disclosed by the RBI to sort suspect notes
- Fitness sorting with reference to the fitness parameters laid down by RBI
- Consistency test to check the consistency of the machine's performance
- Stress test to check the suitability of the machine to work continuously for long hours

The bidder has to make the machine available for conducting these tests for which no payment will be made. These tests shall be conducted at Currency Chests/Branches/Offices specified by the Bank at a specified time in the presence of bidder's representative, Bank's Executives and Consultants (if required) identified for conducting the tests.

The detailed procedure for conducting these tests is given elsewhere in this document. Based on the test results, the bank will shortlist machines which are considered to be suitable. The decision of the Bank regarding suitability of a machine shall be final and binding on the bidder.

The commercial bids of the successfully qualified vendors only (viz Eligibility criteria, Technical specifications of the Machines and Test results under various parameters - Technical assessment through a Committee) are found acceptable will be opened subsequently on the date that will be conveyed to them.

19. NOTIFICATION OF AWARD OF CONTRACT

Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidders in writing or by e-mail that their Bids have been accepted. Upon notification of award, the Bank will promptly notify each unsuccessful Bidder and will discharge their Bid security.

The tenderer shall agree that until a formal agreement on a stamp paper is prepared and executed, this tender shall constitute a binding contract between the Bank and the tenderer.

Bank reserves the right to check each machine, before delivery to the specified locations through an independent Agency for compliance of stipulated parameters.

The applicable TDS will be deducted from the bill, before releasing the payment.

The Technical Bid submitted in response to this tender and written clarification submitted till the date of acceptance of bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Bank, shall, within **15 days** from the date of intimation of acceptance, sign an Agreement with the respective Bank on the required stamp paper in the format available as per Annexure I in the tender document. **Canvassing in connection with tenders is strictly prohibited**.

Bank reserves the right to cancel this invitation to offer in part or full and also the entire procurement process at any stage without assigning any reasons thereof.

All the pages of tender document shall be sealed (stamped) and signed by authorized signatory as token of having read the entire tender document and understood the instructions, terms & conditions etc. No changes whatsoever will be permitted in the tender document and the tender submitted by the bidder shall be strictly as per the Bank's format.

Not-withstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of Courts at Mumbai only.

20. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

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

21. SPLITTING OF ORDER

The Bank reserves its right for splitting the order/ quantity between two vendors exclusively **at the discretion of the Bank.** The splitting of the order will be in 60:40 ratio, provided the L2 vendor agrees to match the price, quoted by L1 vendor and agrees for all the terms and conditions.

22. RIGHT TO ALTER QUANTITIES/ REPEAT ORDER

The Bank will be free to either reduce or increase the quantity to be purchased on the same terms and conditions. The Bank also reserves the right to place further/ repeat order on the same terms and conditions within a period of 12 months or during the extended period as mutually agreed upon. Bank also reserves the right to negotiate for reduction of cost in case of repeat orders in case the market conditions indicate such a requirement. The period of repeat orders could also be extended, if agreed to by the vendors.

23. ORDER CANCELLATION

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

24. PAYMENT TERMS

- No advance payment against purchase order.
- 90% of the contract amount will be released on receipt of systems at site and after installation, successful commissioning, and handing over of the Note Sorting Machine and acceptance letter by the concerned Branch Manager.
- The Balance 10% will be released, one month after successful completion of Site Acceptance Tests (SAT).
- Payment will be released at the Currency Chest linked Branch level on actual installation and commencement of the Note Sorting Machine.

25. PERFORMANCE BANK GUARANTEE

Successful vendor/s should produce a Performance Bank Guarantee for a period of four years which shall be made in favour of Central Office, before expiry of the warranty period, (minimum one year) from a Public Sector Bank equal to 10% of the Basic cost.

During defect liability period (warranty period - minimum one year) vendor should attend to all repairs/ defect/ replacement of spare parts free of cost. In case of failure on the part of the vendor to attend the defects within a reasonable period, Bank on its own will get defects rectified through another agency at the risk and cost of vendor who has supplied the machine.

26. GUARANTEES

The equipment delivered to the Bank should be brand new, including the components. The vendor should also guarantee that all the machines/components supplied by the vendor is licensed and legally obtained.

27. AVAILABILITY OF SPARES

Spares for the product offered should be available for **at least 07 (Seven) years at their stock site in India.**

28. WARRANTY

The offer must include comprehensive on-site warranty of **minimum one year** from the date of installation and commissioning of the machine. Vendor shall be fully responsible for the Manufacturer's warranty in respect of design, quality and workmanship of all machines, accessories etc. Vendor must warrant all machines, accessories, spares etc against any manufacturing defect during the warranty period. During the warranty period the vendor shall maintain the machine and repair/replace defective components at the site at no additional cost to the bank.

29. MAINTENANCE STANDARD EXPECTED DURING WARRANTY

The vendor should ensure that the machine reported breakdown/malfunctioning on any working day should be set right within 3 days of reporting. In case the machine cannot be repaired at site and has to be taken to their workshop for repairs, he should provide replacement till the same is repaired. The cost of moving the machines shall be borne by the vendor.

30. ANNUAL MAINTENANCE CONTRACT

The vendor is expected to maintain the supplied machine for at least six (6) years after the expiry of the warranty period. He must ensure that spares are available during this period and same maintenance standard as during the warranty period is expected. Since the machine is vital for banking needs, in case any of the components are not available for replacement as per AMC and the procurement is likely to be delayed, the vendor shall be required to provide an alternate machine during the intervening period at no extra cost to the bank.

The scope shall comprise and include all costs including taxes, duties, levies and other transport, handling, insurance charges for the following:-

- Routine servicing, trouble shooting , settings, adjustments, cleaning to ensure smooth and trouble free working of the system once in a quarter
- Repairs to the system, trouble shooting of software in the event of any breakdown including cost of repair/supply of spares, components/sub-systems
- Stocking of all essential spares/sub-systems in respective sites or in their representative offices in the country/service centers
- Non availability of spares in the stock at site/at his office in India will not be accepted as reason for waiver of penalty towards delay in rendering prompt service

The contractor shall commit himself to the service contract for a minimum period of six (6) years excluding the period of warranty and has no right to terminate the contract within this period.

Mandatory quarterly preventive maintenance is a MUST. There should be a system of providing service certificates.

31. FORCE MAJEURE

If at any time during the currency of the contract, the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of God, Public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics etc. then, provided notice in writing of the happening of the any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate their contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

The whole or any part of the Party’s obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

32. LIQUIDATION, BANKRUPTCY ETC.

If the contractor becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for his business or any assets thereof, compounded with his creditors, or being a corporation, commence to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors, the bank shall be at liberty to:-

- Terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the contractor or to the receiver or liquidator or to any person in whom the contract may be vested

OR

- Give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee for the amount to be specified by the bank

33. COMPLETENESS

Any supplies and services which might not have been specifically mentioned in this contract but are necessary for the design, manufacture, supply, testing, handing over, performance or completeness of the contract shall be provided/ rendered as per the time schedule for efficient and smooth operation and maintenance of the system under Indian conditions.

34. INSTALLATION SCHEDULE

The contractor shall prepare and submit detailed installation schedule/ plan for the NSMs to the Bank within two weeks from the date of issue of purchase order.

35. STRESS TEST

Vendor/s will be required to install at his cost, the Desk Top NSM at a designated place in Mumbai, or any other place as desired by the Bank, for conducting stress test, for period of **minimum three working days** to establish the capabilities of the model being offered, as indicated in the specifications and user requirements. The machine should be able to authenticate the genuineness of the notes irrespective of the soilage level and carryout sorting under various parameters for a continuous period of minimum 5 hours at a stretch. Emphasis shall be on 100% Fake Note detection in both the categories of machines.

36. TRAINING

The contractor shall associate the site staff (Currency Chest/Branch staff) during the testing and commissioning of the NSMs. The contractor shall also train the staff in proper operation, trouble identification and routine maintenance for a period not less than two (02) working days at each site/location. The contractor should submit a certificate of having carried out the training, signed by the Currency Chest-in-Charge/Branch Manager.

37. INSTALLATION CONDITIONS

- The supplier shall arrange at its cost for the transportation and delivery of the machines and accessories to the Bank's Branches/CPC/Currency Chests situated at various locations in India and shall install and commission them at site and conduct such stress/acceptance tests as per the requirement of the Bank, as mentioned in this document.
- Installation and commissioning of the machine to the satisfaction of the Bank is the responsibility of the Vendor.
- Any damage to existing structure, fixtures or fittings during the installation shall be made good by the supplier
- Various parameters, set out by the Bank and duly committed by the supplier while participating in the tender process, shall be demonstrated after installation at each of the location. If the machine does not stand the test, the order stands automatically cancelled and the supplier shall not be entitled for any payment and the machines shall be taken back at the cost, risk etc. of the supplier. Further in such an event the EMD shall be forfeited.

38. MAINTENANCE

Engaging services of any third party (including supplier's subsidiaries, associates, sister concerns etc.) by the supplier for providing maintenance support will not be accepted. The Engineers/technicians of the Supplier alone shall carry out monthly preventive check-up and maintenance.

The company should have sufficient number of factory trained service engineers, service support centers and adequate stock of spares and consumables at various locations in India to attend to the maintenance and preventive check-up of the machines within the stipulated time period.

39. NEGLIGENCE AND INDEMNITY

If the contractor neglects to execute the work with due diligence as per schedule or refuses or neglects to comply with the terms of contract or contravenes the provisions of the contract, the bank may give notice in writing to the contractor calling upon him to make good the failure, neglect or contravention within such time as may be reasonable and in default of compliance to the said notice, the bank shall have the right to cancel the contract holding the contractor liable for the damages that the bank may sustain/incur..

Thereafter the bank may make good the failure at the risk and cost of the contractor.

The contractor assumes responsibility for and shall indemnify the bank from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which may be required with respect to any breach of the contractor's obligations under the contract or any other statutory violations .

40. PENALTY

If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 days in Metros, 3 days in Urban/Semi Urban, 5 days in Rural areas, on account of any breakdown due to machine failures, repairs, settings, a similar stand-by machine in good working condition shall be provided at the cost of the vendor failing which a penalty at the rate of **Rs 1,000/-** (Rupees One thousand only) per day for the first 10 days and **Rs 5,000/-** (Rupees Five Thousand only) per day beyond 10 days will be imposed and deducted from any payment due and payable to the vendor. This condition would also be applicable to failure to supply the machine as per mutually agreed schedule.

41. INSURANCE AND RISKS

The supplier shall arrange insurance cover for all the machines and accessories for all the risks (fire, burglary, natural calamities such as earth quake, flood etc) including transit risk up to the date of commissioning after delivery and installation.

42. ENFORCEABILITY

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier will be accepted by the supplier without any demur and the Bank will be at liberty to enforce these conditions/rights.

43. TERMINATION

The Bank at its option without prejudice to its rights under the Contract, is entitled to terminate the Contract at any time by giving 30 days written notice to the Contractor in the following circumstances:-

- In case the Bidder does not comply with any of his obligations/undertakings under this Contract
- The design, specifications, functions or performance of the machines supplied by the Bidder do not conform to the approved technical specifications and other requirements specified in the contract or agreed to by the bidder
- If the Bidder refrains from implementing any of the instructions received from the Bank within the stipulation of the Contract
- In case of any breach of the terms and conditions of the contract by the supplier
- If the Supplier becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for its business or any assets thereof, compounded with its Creditors, or being a corporation, commence to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Supplier or to the Receiver or Liquidator or to any person in whom the Contract may become vested or give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing guarantee for amount to be specified by the Bank.

In the event of such termination, the EMD /Bank Guarantee shall stand forfeited and the Bank shall have the right to terminate vendor ship and deny any future empanelment.

44. ASSIGNMENT

The whole of the works (separately for each type of Note Sorting Machines) included in the contract shall be executed by the tenderer and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.

45. INDEMNITY

The supplier indemnifies to protect and save Bank against all claims, losses, costs, damages, expenses, action suits/judgments/decree/order and other proceeding resulting from infringement of any patent, trademarks, copyrights etc, or such other statutory infringements in respect of all Note Sorting Machines supplied to the Bank.

46. UPGRADATION

The supplier confirms that the machine is adaptable to any new series of currency notes that may be issued by the Reserve Bank of India from time to time with revised security features. The supplier further undertakes to upgrade the software of machine from time to time, at no extra cost, to facilitate proper sorting of currency notes and detection of forged/counterfeit notes including any new currency notes that may be issued or any new security features that may be introduced by the Reserve Bank of India.

47. INSPECTION

The Bank reserves the right to get the machines and accessories inspected by its own technical personnel and/ or by any other organization/ persons engaged for the purpose. The supplier shall have no objection and shall cooperate and provide necessary details/information required for such inspection.

48. SETTLEMENT OF DISPUTES

- Should any dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation
- If after 30 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given
- Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996
- The arbitral tribunal shall consist of 2 arbitrators one each to be appointed by the Purchaser and the Supplier. In case of failure of the two arbitrators appointed by the parties to arrive at a consensus within a period of 15 days, the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. Arbitration proceedings shall be held at the place of the Head Office of the Bank and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligation under the contract unless they otherwise agree and the purchaser shall pay the supplier any monies due to the supplier unless the dispute is relating to such payment.

49. WAIVER

Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original intent.

50. STATUTORY AND OTHER REGULATIONS

The Supplier shall comply with all the statutory obligations of the Government of India/ State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Supplier.

51. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in the place of the Head Quarters of the Bank.

52. JURISDICTION

This agreement shall be subject to the jurisdiction of the Courts in Mumbai.

53. OTHERS

The Vendors shall inform the Bank in case of Transfer of Ownership of the Company.

54. CONFIDENTIALITY

All the information received/gathered during and after the tender process will be treated as confidential information. The Bank and the bidders shall keep all such information in strict confidence and the same should not be shared with any third party.

55. PRE-CONTRACT INTEGRITY PACT

The firm/vendor shall be required to enter into a **Pre-Contract Integrity Pact** with the Bank. The format is placed at Annex IX.

Time is the essence of this contract. Vendor shall be required to enter into a proper agreement with the Bank which shall include all the above terms and conditions.

Sd/-- dated 09/01/2017

Col AK Jha (Retd)
Chief Security Officer

ANNEXURE - I

(Letter to the Bank on the vendor's letter head)

To
The General Manager (GAD)
Central Bank of India
Chandermukhi, Nariman Point
Mumbai - 400 021.

Dear Sir,

Reg: **<u>Your Tender for purchase of NSMs (4+1 pockets) at Currency Chests and disposal of old NSMs</u>**

With reference to the above Tender/ RFP, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer detailed in your above referred Tender/ RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the tender and all required information have been enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of opening of Commercial Bid.

We hereby undertake that the equipment to be delivered to the Bank will be brand new including all components and that the equipment and its parts are licensed and legally obtained.

We hereby undertake to provide Performance Bank Guarantee equivalent to 10% of the value of the Invoice amount with a validity period of three years (excluding the warranty period).

OR

The Bank may retain 10% of the contract amount as interest bearing fixed deposit to be released after four years.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Demand Draft/ Pay Order for Rs.________ favouring Central Bank of India and payable at Mumbai, towards Earnest Money Deposit, details of the same are enumerated as under:-

- Demand Drafts/ Pay Orders Nos :
- Date of Demand Drafts/ Pay Orders :
- Name and address of Issuing Bank :

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

Shri ______________________________, who has signed this letter is the authorized signatory for all correspondence, agreements, documents etc, on behalf of the Company.

Yours faithfully,

Authorised Signatory
(Name & Designation, Seal of the firm)
Date:

ANNEXURE - II

TECHNICAL SPECIFICATIONS

Name & Number of Model: 4+1 ____________________________

(**Indicate Yes/No and also provide details wherever required**)

The Technology must be image based or any other advanced technology	
User Interface – machine should have display with Function, menu keys, external display for count & sorting of notes	
Printer Interface facility must be provided (for generation of reports)	
Feeding capacity- as per industry norms.	
Operated at standard power supply - 230V ± 10 %, 50 Hz ± Steady & Transient	
Voltage stabilizer should be provided, if it is not inbuilt/ if required	
Whether any specific climate control is required to run the machine?	
Sorting in terms of denomination, facing, orientation and fitness.	
The machine must detect & sort mutilated, physically damaged, soil, scotch tape, corner fold, tear, hold, missing corner, notes etc	
The machine should have first note recognition capability or have suitable software program to upgrade every time a different currency is to be sorted	
The machine must detect counterfeit notes	
The machine should have software up gradation capability to add new denomination of currency and to make the changes, whenever RBI changes the features of the existing denomination of notes or on withdrawal of any currency, or for detection of counterfeit notes, free of charge i.e. no cost to the bank.	
The machine should have Sorting/Processing speed as per industry norms	
The machine should have LCD graphic mode, Digital display of information with value / no. of notes	
The machine should have Sound alert, or any other system for specific diagnosis (stacker full or machine jam).	
The machine should have Sensors - Image scan sensor or magnetic sensor or UV dull sensor or fluorescence or Phosphorescence sensor or thickness sensor Infra-red sensor or other machine readable security features for effective and	

fool proof counterfeit detection	
Other Technical Specifications (enclose details)	
Reliability - should function normally in typical Indian conditions Temperature 25 C $\pm$ 2 C; Humidity - RH not exceeding 60% Dust level - 5% micron with 95% efficiency	
Limitations if any	
Warranty/ Guarantee period should be minimum 1 year	
The company should provide Comprehensive AMC for 3 years with spares	
After sales service set up on all India basis - as per eligibility criteria	
Capability to deliver within 30 days	
The dealer must provide demonstration/ stress test for a minimum of 3 (three) days at Mumbai and/or any other place of choice of the bank at their cost	
Fitness sorting: The machines shall perform the following fitness sorting functions as per criteria and standards laid down in RBI Guidelines on Note Authentication and Fitness Sorting Parameters:-	
Soiling:	
Limpness:	
Dog-Ears:	
Tears:	
Holes:	
Stains:	
Graffiti:	
Crumples/Folds:	
Decolouration:	
Repair:	
Mutilated, Imperfect and Mismatched Notes:	
First Note recognition:	
Denomination sorting:	
Orientation sorting:	
Facing sorting:	

NOTE

- **Write-up, not exceeding one page on any specifics of the machine could also be enclosed.**
- **All relevant documents should be properly flagged and indexed for ready reference by the evaluation committee.**
- **Coloured catalogue of the machine be enclosed.**
- **All pages to be signed.**

ANNEXURE - III

(COMMERCIAL BID)
PRICE MODEL 4 + 1 POCKETS

Sr No	Item Description - Model 4 + 1	Price per unit of new machine (A)	Buy back of old M/s G&D machine (4 + 1) (B)	Final price = (A) - (B) (in Rs)
1	Note Sorting Machine			

Final price = (A) - (B) (in Figures) ____

Post Warranty AMC rate for 4 years	**In Rs**

AMC rate for 4 years (in Figures) ____

Note: -

- The cost of the machine plus post warranty Comprehensive AMC rate per unit will be taken into consideration for deciding the final rate
- The prices must be quoted in WORDS AND FIGURES
- The prices should be exclusive of taxes, which shall be additional and as applicable at various states
- Octroi/Entry Tax will be payable if applicable, at actuals
- Obtaining Road permit wherever necessary and payment if any shall be the responsibility of the Branch. However, vendor shall provide necessary assistance
- In case of any discrepancy, unit prices quoted in words will be considered for computation of Total Cost

AUTHORISED SIGNATORY

ANNEXURE - IV

VENDOR PROFILE

Name of the Organisation	
Address	
Tel. No. & e-mail	
Year of Establishment	
Status of the firm Subsidiary/Authorised dealer	
Name of Directors/ Key officials: i) ii) iii) iv) v)	
Whether registered with the Registrar of Companies/ Registrar of Firms. If so, mention number and date	
Name and address of Bankers:	
Turnover of the Company/ Firm in 2013-14, 2014-15 & 2015-16 (Please attach a copy of audited Balance sheet and Profit & Loss Account for the periods and CA certificate)	
Whether registered for sales tax purposes. If so, mention number and date Also furnish copies of sales tax clearance certificate	
Income Tax Permanent Account Number	
Furnish copies of Income tax clearance certificate	
Equipment: Indigenous/ Imported	
Is the Company/ Firm a manufacturer or Dealer/ Distributor of Currency Note Sorting Machine	

If the Company 100% subsidiary or authorized dealer, give the Name of Manufacturer(s) and their Country.	
In case the Manufacturer's Offices are located in India, give their address in India and telephone numbers & e- mail	
Enclose Certified True copies of the current Dealership certificates given by the manufacturers	
Give details of the after sales service facility provided by your company/ firm on all India basis (Service Centre details).	
Since when and how long your Company/ firm has been dealing in Note Sorting Machine	
Is the Company / Firm / Manufacturer ISO 9001 certified. If Yes copy of the certificate be enclosed.	
If you are registered in the panel of other organizations/ statutory bodies, such as Banks, PSU, RBI, etc. for Note Sorting machines, furnish their names, category and date of registration.	
Details of Technical Staff / Engineers - Service Centers	

Furnish the names of Public Sector, Private Sector Banks, and RBI Office where you have installed Note Sorting Machines 4 + 1 during the last two years:-

Sr No	Name of the Organization with Address	Year of Installation	Number of machines installed	Value of orders

(**Please attach the copies of their orders - Confidentiality Clause viz. Commercials be masked if required)**

ANNEXURE - V

DECLARATION

I/ We have read the instructions and I/ We understand that if any false information is detected at a later date, any future contract made between ourselves and Central Bank of India, on the basis of the information given by me/ us can be treated as invalid by the Bank and I/ We will be solely responsible for the consequences.

I/ We agree that the decision of Central Bank of India in selection of Vendors will be final and binding to us.

All the information furnished by me/us hereunder is correct to the best of my/ our knowledge and belief.

I/ We agree that I / We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets.

I/ We understand that the quantity of Note Sorting Machines is approximate only and it may decrease or increase at the discretion of the Bank.

SIGNATURE

NAME & DESIGNATION

SEAL OF THE FIRM / COMPANY

PLACE: **DATE:**

ANNEXURE - VI

GUIDELINES ON NOTE AUTHENTICATION AND FITNESS SORTING PARAMETERS

1. Introduction

A fit note is a note that is genuine, sufficiently clean to allow its denomination to be readily ascertained and thus suitable for recycling. An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. All the fitness parameters laid down in this document are to be evaluated individually. A note must pass all the fitness parameters to be considered fit for recycling.

These parameters provide the minimum standards for cash handling machines used by banks (hereinafter called 'the machines'). Notes can only be recycled / reissued if they are evaluated as genuine and fit according to these parameters. Authenticity check is a prerequisite for fitness sorting. Fitness sorting can be done only in case of genuine notes. The machines shall be able to identify and separate suspected counterfeits and notes which are unfit for circulation in terms of these standards in a reliable and consistent fashion.

The Reserve Bank of India phases out certain series (issue) of notes from circulation from time to time. These notes, though considered legal tender unless otherwise specified, are unfit for recycling. As and when the Reserve Bank of India decides to phase out a specific series (issue) of a specific denomination of notes, the machines shall sort all the phased out notes as unfit, irrespective of their physical condition.

2. Applicability

These parameters are applicable to machines operated by banks, either directly by their staff or indirectly by their agents. These machines can be of any of the following:

(i) machines which check the authenticity and fitness of notes, i.e. note processing machines/ note sorting machines, and

(ii) Machines which check only the authenticity of notes, i.e. note authentication machines. All these machines shall classify the individual notes as either genuine or suspect.

3. Authenticity Check

The machines shall perform authenticity check with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time. Any note which is not found to be having all the features of a genuine note shall be classified by the machine as suspect.

4. Fitness Sorting

As a part of fitness sorting, notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in Table 1.

Table 1: Sorting Criteria

Sl No	Feature	Criteria
1	Soiling	General distribution of dirt across the entire note
2	Limpness	Structural deterioration resulting in a marked lack of stiffness

3	Dog-ears	Corner folds
4	Tears	Lengthwise and crosswise cuts
5	Holes	Holes of a specific diameter
6	Stains	Localised concentration of dirt
7	Graffiti	Deliberate graphic alteration of the note
8	Crumples	Multiple random folds
9	Discolouration	Lack of ink on part or whole of the note, e.g. a washed note
10	Folds	Folds reducing the length or width of the note
11	Repair	Note repaired using adhesive tape/ paper/ glue

(i) Soiling
Soiling refers to the general distribution of dirt across the entire note or in some patterns. It is a measure of the loss of reflectivity from the unprinted areas due to dirt, ageing (yellowing), wear and extraneous markings and includes discoloration due to ageing, excessive folding wear and other wearing. Soiling increases the optical density and decreases the reflectance of the notes. Notes exceeding the soiling levels set out in Table 2 shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for soiling.

Table 2: Soiling Levels

Sl. No.	Denomination	Maximum Density difference	Minimum Reflectance	Filters
1	Rs. 5	0.07	85 %	Yellow
2	Rs. 10	0.07	85 %	Yellow
3	Rs. 20	0.06	87 %	Yellow
4	Rs. 50	0.06	87 %	Yellow
5	Rs. 100	0.05	90 %	Cyan
6	Rs. 500	0.04	93 %	Cyan
7	Rs. 1000	0.03	95 %	Cyan

Note: - The NSM must be capable of processing new currency as well.

(ii) Limpness
Limpness relates to structural deterioration or wear resulting in a marked lack of stiffness in the note paper. Notes with a very low stiffness shall be sorted as unfit. Notes with very low stiffness of paper, i.e. with paper which is worn out in circulation or mechanically mutilated shall be sorted out as unfit. Detectors for paper quality shall be adapted to the same level as for soiling.

(iii) Dog-Ears
Notes with dog-ears with an area of more than 130 mm² and a minimum length of the smaller edge greater than 10 mm shall be sorted as unfit. Chipped notes shall also be sorted as unfit.

(iv) Tears
Notes exhibiting at least one tear at the edge shall be classified as those having tears. Notes with tears larger than those indicated in Table 3 shall be sorted as unfit.

Table 3: Tears

Sl. No.	Direction	Width	Length
1	Vertical	4 mm	8 mm
2	Horizontal	4 mm	15 mm
3	Diagonal *	4 mm	18 mm

* Measured by drawing a straight line from the peak of the tear to the edge of the note where the tear begins (rectangular projection), rather than measuring the length of the tear itself.

(v) Holes
This refers to notes with at least one visible hole. Notes with holes with area exceeding 10 mm^2 shall be sorted as unfit.

(vi) Stains
Stains are visible markings which are not part of the feature of a note. Notes shall be detected as unfit if localized - i.e. with limited extension – stain can be recognized on its surface. In case the total area covered by stains exceeds 500 mm^2, the note shall be sorted as unfit. A note with a single stain covering an area of more than 200 mm^2 shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for stains.

(vii) Graffiti
Graffiti refers to deliberate graphic alteration of the note with for example, figures or letters. Fitness sorting criteria in case of graffiti shall be the same as those for stains. Both the obverse and the reverse of the note shall be checked for graffiti.

(viii) Crumples/ Folds
Crumpled / folded notes shall be sorted as unfit if the folds result in reduction of the original note in length or width greater than 5 mm.

(ix) Discoloration
Notes affected by discoloration shall be sorted as unfit if the ink is partially or wholly missing from its surface. Both the obverse and the reverse of the note shall be checked for discoloration.

(x) Repair
A repaired note is created by joining parts of the same note together, for example, by using extraneous matter such as tape, paper or glue. Notes with the following types of repairs shall be sorted as unfit:

• Repairs covering an area greater than 100 mm^2; or
• Thickness of the extraneous matter 50 µm or more; or
• Width of the extraneous matter 10 mm or more; or
• Length of the extraneous matter 10 mm or more.

5. Mutilated, Imperfect and Mismatched Notes
A mutilated note is note, of which a portion is missing or which is composed of more than two pieces. An imperfect note is a note, which is wholly or partially, obliterated, shrunk, washed, altered or indecipherable but does not include a mutilated note. A mismatched note is a note, which has been formed by joining a half note of any one note to a half note of another note. Such notes shall be classified as unfit.

TEST PROCEDURES

Authenticity check
The machines shall check authenticity of notes with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time.

Test procedure: A known number (not less than 100) of suspect notes, which do not have one or more of the features of genuine notes and which are otherwise in good condition, shall be mixed with about 2000 notes fit for circulation and shall be processed. The machine should detect all the suspect notes.
The test should be repeated with all denominations.

Speed Test:
Test procedure: A known number (N), not less than 2000, of used bank notes of a particular denomination containing fit, soiled and reject notes shall be used for testing. The time taken in seconds (T) to process the notes will be noted and speed will be calculated using the formula, Speed (S) in notes per hour = 3600N/T. The test should be repeated with other denominations. The average speed of all denominations shall be taken as the speed of the machine.

Consistency test
The test is carried out to check the consistency of the machine’s performance. The notes used for speed test may be used for this test also.

Test procedure: A known number (not less than 100) of suspect notes, which do not have one or more of the features of genuine notes and which are otherwise in good condition, shall be mixed with about 2000 notes fit for circulation and shall be processed. The machine should detect all the suspect notes.
Stage 1: The notes are processed through the machine and the number of notes in each output stacker (A, B, C etc) shall be noted and kept aside stacker-wise. If the number of notes in any stacker is less than 100, additional notes shall be processed so that there are at least 100 notes in any stacker.
Stage 2: The notes removed from stacker A are then processed through the machine and the total number of notes in all other output stackers (**excluding A**) shall be noted and expressed as a per cent of the number processed.
Stage 3: Test in stage 2 is repeated and result noted.
Stage 4: The notes removed from stacker B in Stage 1 are then processed through the machine and the total number of notes in all other output stackers (**excluding B)** shall be noted and expressed as a per cent of the number processed.
Stage 5: Test in stage 4 is repeated and result noted.

The procedure is repeated with notes removed from all other stackers in stage 1 and with other denominations.
The percentages calculated as above in all the stages shall not be more than 5%.

Fitness sorting
An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. A note must pass all the fitness parameters laid down by RBI to be considered fit for recycling. Notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in Table 1 of the RBI guidelines.

Test procedure: For each of the parameter to be checked, at least 10 notes should be selected in such a way that 5 notes have the defect within the permissible limit and 5 notes have the defect more than the permissible limit. For e.g., to check for holes, 5 notes should have a hole less than 10 mm^2 and 5 notes should have holes more than 10 mm^2. These selected notes should have no other defect except the defect in the parameter to be tested. These selected notes should then be mixed with at least 500 other notes and processed. The machine should correctly sort the 5 notes with defect more than the permissible limit as unfit.
The test should be repeated for other parameters.

Stress Test
This test is conducted to check the suitability of the machine to work continuously for long hours. The test shall be conducted under conditions similar to those that are available in normal branches and currency chests.

Test procedure: The machine should be put to work continuously for 6 hours daily for 4 consecutive days. The machine may be given rest for 10 minutes after each hour of working. During each hour, the machine should work continuously. Details of stoppages or breakdown, if any, (number of occasions, time, time taken to restart, nature of break down etc) and other defects or abnormal behavior etc noticed during the test should be carefully recorded.

ANNEXURE VII

AGREEMENT FORMAT

This agreement made the _____________day of the month of ________in the year 2017 BETWEEN…………………. (name of the Bank) a body Corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of undertaking Act) 1970 with its Head Office at …………………………. …………………………………………………, represented by its duly constituted attorney Shri……………………..., (name and designation), hereinafter referred to as "BANK", which expression shall unless exclude by or repugnant to the context mean and include its successors in interest and assignees , on the one part and

(Name of the vendor), a company registered under Companies Act, 1956/ a firm registered under Partnership Act 1932 having its registered office at ………………. represented by its (director) Sri ……………… hereinafter referred to as the '**SUPPLIER/BIDDER or TENDERER**' on the other part;

WHEREAS the Bank having agreed to purchase about ……….. Heavy Duty Note Sorting Machines and ………… Desk Top Note Sorting Machines (strike out whichever is not applicable) – (Make/ Model with 4+1 pockets/ 2 + 1 pockets/1+1 (strike out whichever is not applicable), hereinafter called **'Machine'** from the supplier who agrees to supply, install, impart training, commission and maintain the said machines, as per the model and the specifications and the terms and conditions finalized between the supplier and the Bank,

NOW THIS AGREEMENT WITNESSETH as follows:
In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

Notice Inviting Tenders
General Information and Instructions for the Guidance of Tenderers.

The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.

General Terms & Conditions of Tender/Contract and clauses of contract along with Annexures thereto.
Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.
Minutes of pre-bid meeting, if any.
The details submitted in technical bid, design, and such other documents .

In consideration of the payments to be made by the Bank to the tenderer, the tenderer hereby covenants and agrees with the Bank to complete the works in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer,_____________________________ to …………………….. (name of the Bank) ______________________in the presence of:

Signature of Tenderer (with seal)

ANNEX VIII

REVERSE AUCTION PROCESS

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

E-PROCUREMENT RULES FOR REVERSE AUCTION

1. The Vendor is required to submit the indicative price inclusive of taxes, and duties except service tax in a separate sealed cover envelope. Any Vendor, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price, The Bank will take into cognizance the indicative rates offered by the Technically Qualified Vendors in which process the Vendor will not be involved. There would however be no compulsion on the part of The Bank to accept the indicative prices as bench mark for determining the Start Bid price and The Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Vendors.

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

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

4. Reverse Auction Event Information
The short listed Vendors after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by The Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids and opening of the commercials.
Date and time of reverse auction: Will be informed after Technical Evaluation of bids and opening of the commercials.

TERMS & CONDITIONS OF REVERSE AUCTION

- TRAINING: An agency appointed by The Bank will conduct adequate training to the technically qualified Vendors on the bidding process. The Vendors have to participate in the training at their own cost.

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

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

- LOWEST BID OF VENDOR: In case the Vendor submits more than one bid, the lowest bid will be considered as the Vendor's final offer to sell

- AUCTION TYPE: The Vendors will be able to view the rank of different vendors. The vendor will not be able to view the current lowest price on the portal.

- VISIBLITY TO VENDOR: The Vendor shall be able to view the following on his screen along with the necessary fields:
- Rank of other Vendors
- Rank of the Vendor

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

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

OTHER TERMS & CONDITIONS

- The Vendor shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Vendors
- The Vendor shall not divulge either his Bids or any other exclusive details of CBI to any other party
- Bank's decision on award of Contract shall be final and binding on all the Vendors. Bank can decide to extend, reschedule or cancel any Auction
- Any changes made by Bank after the first posting will have to be accepted if the vendor continues to access the site after that time
- CBI and the agency shall not have any liability to Vendors for any interruption or delay in access to the site irrespective of the cause
- Bank and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence
- The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B. *All the Vendors are required to submit the Reverse Auction process compliance Form after the training program duly signed to CBI. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Vendors.*

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Vendor at a particular position/ rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Vendor who quotes the lowest Price is declared as the winner of the Auction. A vendor here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by The Bank on the dates mentioned in this document You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by CBI for the reverse auction event. Vendors can bid only lower than the start bid price. Start bid price shall be available to the Vendors during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the vendors during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids:	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of 1 hour duration. In case there is a bid by any vendor within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 90 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	At the end of reverse auction process, L1 of Reverse Auction will be identified. CBI reserves the right to reject any or all the bids without assigning any reason whatsoever.

OTHER IMPORTANT TERMS AND CONDITIONS RELATED TO OUTSOURCING

- The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.

- The vendor should have a well-documented BCP and Disaster Recovery Plan and also security and control practices.

- The vendor shall provide a non-disclosure and integrity pact.

- 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.

- The vendor or his employees/personnel engaged by him shall be fully responsible for misuse of the video footages which will be available from the ATM sites.

- The vendor shall be responsible for the security of the LOG kept in the CMS pertaining to the ATM Surveillance.

- The vendor shall disclose security breaches if any to the Bank, without any delay.

- Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

ANNEX VIII

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on_____day of the month 20____ , between, the Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandramukhi, Nariman Point Mumbai-400021 ,with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri________________ , (Designation of the officer) representing _________ _________________, of the BUYER, of the FIRST PART
AND
M/s.________________represented by Shri ____________Chief executive officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equiprnent/ltem) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHERAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/ltems/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract , including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the

BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would he refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors( ) with confidentiality.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the UYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION
This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

12. OTHER LEGAL ACTIONS
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at .... on................... BUYER BIDDER

Name of the Officer CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY
Designation
Name of Wing
Central Bank of India
Witness Witness
