



Central Bank of India
Department of Information Technology,
1st Floor, Plot no-26,
Sector-11 CBD Belapur,
Navi Mumbai-400614

REQUEST FOR PROPOSAL
CO:DIT:PUR:2021-22:334

For

ANNUAL MAINTENANCE CONTRACT

For

HARDWARE & PERIPHERALS

At

Central Office, Mumbai/CBD Belapur and Hyderabad locations

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List of abbreviations

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BOM	Bill of Material
CBS	Core Banking Solution
CGST	Central Goods AND Services Tax
CO	Central Office
DC	Data Centre
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
GST	Goods and Services Tax
GSTR	Goods and Services Tax Return
IGST	Interstate Goods and Services Tax
ITC	Input Tax Credit
JV	Joint Venture
LOI	Letter of Intent
OEM	Original Equipment Manufacturer

PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RO	Regional Office
SGST	State Goods and Services Tax
SLA	Service Level Agreement
TCO	Total Cost of Ownership
ZO	Zonal Office

1. Invitation for tender offers

Central Bank of India, the Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 10 Zonal Offices (ZO) and 4700 plus branches spread across India, is interested in selection of vendor for comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals (**Annexure II and IV**) and Critical servers at various offices of Central Bank Of India situated in Mumbai and DIT, CBD Belapur, Navi Mumbai & Hyderabad.

In this context, Bank invites online tender offers (Technical offer and Commercial offer) from eligible, reputed Vendors for comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals and Critical servers at various offices of Central Bank Of India situated in Mumbai/CBD Belapur & Hyderabad.

AMC for Hardware at Mumbai/Belapur locations	: a) PCs, Servers, Line printers/printers, scanners b) Critical servers.
f	
AMC for Hardware at Hyderabad Location:	a) Only Critical Servers.

For this purpose, the Bank is pleased to invite online bids from Vendors who are agreeable to the terms and conditions mentioned in this RFP. Interested vendors may submit their bids along with supporting documents online, within the time period mentioned herein above from the vendors for Comprehensive Annual Maintenance of Computers (CPU, Monitor, Keyboard & Mouse), Printers (including Print Heads for all types of Printers & print bands / print modules in case of Line

Printers) located at different Deptts of Central Office, as third party maintenance, as specified in this document.

- Only one Quotation should be submitted.
- The unit rate / AMC amount for each and every item should be quoted. The quantity of the items may vary.
- Any Bid found to contain incomplete information is liable to be rejected outright.

The Bids are to be accompanied by DD for Rs2000/- (Non Refundable) towards document cost and DD for Rs 50,000/- (Refundable) towards EMD drawn on Central Bank of India and payable at Mumbai. Alternatively, bidders can pay the Bid Security amount through NEFT/RTGS in the account no: 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2021-22:334

The EMD of unsuccessful bidders will be refunded on completion of Tender process. The EMD of successful bidders will be refunded after submission of Performance Bank Guarantee in the Bank's format. Bidders will not be paid interest on EMD.

2.3 Validity of Offer

The offer should be valid for a minimum period of 60 days from the date of submission.

2.4 Address of Communication

Any communication in this regard should be addressed to the following office:
Chief Manager – (Admin), DIT, Central Bank of India, 1st floor, Plot No.26, Sector-11, Opp.CBD Belapur Rly.Station., Belapur, Navi Mumbai - 400 614 – Ph no: 022-67123669

Clarification of Offers

To assist the vendors in the process, the Bank may, at its discretion, ask some or all vendors for clarification of their offer and receive requests for guidance/clarifications and the response will necessarily be through e-mail IDs specified herein above. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the Bank.

2.8 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 offer notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Bank will not enter into any price negotiations, except with the lowest quoting vendor, whose offer is found to be other-wise in order.

2.9 Make and Models of the equipment

The details of the Hardware and peripherals available in a location, in brief, are mentioned in **Annexure II**. The details of critical servers are mentioned in **Annexure-IV**. It is mandatory to quote for all items. The brief details given about the configuration are only indicative. A vendor must quote unit rate for each item. Any bid having missing items for one or more items, will be liable to rejection.

2.10 Location of Hardware offered under AMC

- Nariman Point - Hardware, peripherals, servers and Critical Servers
- CBD Belapur Hardware, peripherals, servers and Critical Servers
- Bajaj Bhawan, Mumbai Hardware, peripherals, servers and Critical Servers
- Fort, Mumbai Hardware, peripherals, servers and Critical Servers

- Hyderabad Critical servers only

Vendors may visit the locations mentioned above and may check the inventory themselves.

2.11 Format for Offer

The Commercial offer must be submitted in suggested format as per **Annexure-V**

2.13 Costs & Currency

The offer must be made in Indian Rupee only and should include all the taxes and levies except GST. GST will be payable extra as applicable.

2.15 Right to Alter Quantities

The Bank reserves the right to alter the hardware quantities specified in the offer. The Bank also reserves the right to add or delete one or more items from the list of items specified in offer.

2.16 Technical Support Staff

The vendor will be required to station at site, at least one maintenance staff / engineer on full time basis for a bunch of 100 machines or lower approximately. However, Bank reserves the right to decide the number of resources required. As regards critical servers, It is advised to station one dedicated resource. if the vendor thinks that they will be able to manage the uptime, without posting on site resources, they are free to do so. However, Bank will charge penalty as mentioned in this RFP.

2.17 Price Variation and Supply of Spares

The price quoted by the vendor should be valid for a minimum period of 2(two) years. The vendor must give an undertaking along with the quotes that he gives service commitment along with availability of spares for a minimum period of 2(two) years.

2.18 Confidentiality Clause

This document is confidential and property of Central Bank of India. It should not be circulated, copied or reproduced in any form whatsoever without express permission of Central Bank of India. It is for use of the vendors addressed herein and only for the purpose mentioned in this document. Any violation is likely to be persecuted.

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable fee of ₹.2,000/-(Rupees Two Thousand only) by demand draft/ banker's cheque/RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2021-22:334 in favor of “**Central Bank Of India**” and payable at **Mumbai/Navi Mumbai**. The proof of cost paid of RFP also to be uploaded with the Technical Bid, by those who want to download the RFP from Website.

The details are given below:

Tender Reference Number	CO:DIT:PUR:2021-22:334
Cost of RFP – non refundable	₹.2,000/-(Rupees Two Thousand only)
Date of Issue of RFP	08.07.2021
Bid Security (EMD)	₹ 50,000.00/-(Rs. Fifty Thousand only)
Last Date for receiving queries through email	17.07.2021 up to 15:00 hrs smitpurchase@centralbank.co.in, purcppco@centralbank.co.in <u>smcppadmin@centralbank.co.in</u> cmcppadmin@centralbank.co.in
Last Date and Time of submission of RFP Responses	26.07.2021 up to 15:00 hrs Mode-Online URL: https://centralbank.abcprocure.com/EPROC
Mode of bid submission & online portal's URL	Mode: Online URL: https://centralbank.abcprocure.com/EPROC
Time & Date of Opening of technical bids	26.07.2021 at 15:30 hrs
Response Types	1. Technical Bid + Document Cost + Bid Security 2. Commercial Bid
Address for Communication	Asst. General Manager-IT Central Bank Of India Department Of IT (DIT), 1 st Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614 Mail address: smitpurchase@centralbank.co.in, cmcppadmin@centralbank.co.in, purcppco@centralbank.co.in
Place of Opening tender offers online : Contact Telephone Numbers	Central Bank Of India 1 st Floor, DIT, Plot No-26, Sector-11 CBD Belapur, Navi Mumbai- 400614 022- 67123669, 67123584

For any clarification with respect to this RFP, the bidders may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exception certificate of MSME by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated e-mail IDs within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

Start-ups (which are not MSEs) are exempted only from Bid security amount.

Bid Security mentioned above must accompany all tender offers (technical bid) as specified in this tender document.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document Cost and/or Bid Security, will be disqualified outright.

Technical Specifications, Terms and Conditions and various formats and Performa for submitting the tender offer are described in the tender document and its Annexures.

**Assistant General Manager-IT
Central Bank of India, DIT,**

CBD Belapur, Navi Mumbai-400614

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

2. Eligibility Criteria

The Bidder must fulfill following eligibility criteria:

Sr.	Eligibility of the bidder	Documents to be submitted
1.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate
3.	The bidder must have an average turnover of minimum ₹ 50 Lakhs in IT hardware business in the last three financial years (i.e. 2017-18, 2018-19, and 2019-20) as per the audited balance sheet available at the time of submission of tender, in individual company and not as group of companies.	Copy of audited Balance Sheet/ Certificate of the Chartered Accountant for preceding three years
4.	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2017-18, 2018-19, 2019-20)	Copy of audited balance sheet/ Certificate of the Chartered Accountant.
5.	The bidder should have a positive net worth in two out of last three financial (i.e. 2017-18, 2018-19, 2019-20)	Certificate of the Chartered Accountant
6.	Bidder should not have filed for bankruptcy in any country including India	Self-declaration on Company's letter head by the Authorized Signatory in original
7.	At the time of bidding, the Bidder should not have been blacklisted/ debarred by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid	Submit the self-declaration on Company's letter head
10.	At the time of bidding, there should not have been any pending litigation or any legal dispute before any court	Submit the self-declaration on Company's letter head

	of law between the Bidder or OEM and the Bank regarding supply of goods/services	
11.	Bidder/OEM should not have - NPA with any Bank in India/financial institutions. - Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank	Submit the self-declaration on Company's letter head

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

3. Bid Security

Prospective bidders are required to submit the Demand Draft drawn in favor of "Central Bank of India" payable at Mumbai, towards bid security of INR 50,000.00 (Rupees Fifty Thousand only). The Bank may accept Bank Guarantee in lieu of Bid Security for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India. The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT/RTGS in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2021-22:334

The Bid Security shall be liable to be forfeited:

- (a) If a Bidder withdraws its tender during the period of tender validity specified by the Bank; or
- (b) If the Bidder does not accept the correction of its Tender Price; or
- (c) If the successful Bidder fails within the specified time to accept the Purchase Order.

The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

The Bid Security will be refunded to the successful Bidder, within 30 days from the date of acceptance of purchase order, validity starting from its date of issuance. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible.

4. Cost of Bidding

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

5. Scope of RFP

- 7.1 The Scope of this RFP is for comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals and Critical servers at various offices of Central Bank Of India situated in Mumbai/CBD Belapur & Hyderabad detailed in specifications / configuration given in Annexures elsewhere in the document.

6. Bid Submission

- All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- **“Cost of Tender Document”** may be paid through NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO.-3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.
- The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of final online bid submission. The RFP response without the proof of amount towards Cost of Document/ Bid Security are liable to be rejected.

8.1 Instructions to Bidders – e tendering

The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details in 10.2 below.

8.2. Registration Process for Bidders

- a) Open the URL: <https://centralbank.abcpurchase.com/EPROC/>
- b) On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"
- c) Register yourself with all the required details properly.
- d) **TRAINING:** Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- e) **LOG IN NAME & PASSWORD:** Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them).

Bid Submission Mode.	https://centralbank.abcpocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited Technical Support Team Mr. Sujith Nair: 079 68136857 sujith@eptl.in Ms. Geeta : 079 90334460 geeta@auctiontiger.net Ms. Khushboo : 09510813528 khushboo.mehta@eptl.in Mr. Jainam : 079 68136852 jainam@eptl.in Ms. Pooja : 09328931942 pooja.shah@eptl.in Ms. Komal : 07904407997 komal.d@eptl.in Mobile Numbers: +91-9904407997 9081000427

Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

- f) All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- g) BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted.

Do's and Don'ts for Bidder

- Registration process for new Bidder's should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as
 - The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
 - To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.

- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

8.3 Guidelines to Bidders on the operations of Electronic Tendering System of Central Bank of India

8.3.1 Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the “[https://centralbank.abcpocure.com /EPROC](https://centralbank.abcpocure.com/EPROC)”

Registration of New Bidders: <https://centralbank.abcpocure.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. <https://centralbank.abcpocure.com/EPROC>

8.3.2 Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

8.3.3 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

8.3.4 Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcpurchase.com/EPROC>

8.3.5 Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

8.3.6 Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.

- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d) This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on <https://centralbank.abcpocure.com/EPROC>

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical / Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in 10.2 above.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow Bank to decrypt document.

8.3.7 Close for Bidding:

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tendering Authority.

8.3.8 Online Final Confirmation:

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion

8.3.9 Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents, will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

8.3.10 Opening of the Financial Bids:

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

8.3.11 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or

transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

7. Technical Offer

1. The Technical Offer (TO) should be complete in all respects and contain all information asked for in this document.
2. It should not contain any price information. But a copy of the commercial bid without mentioning the price should be attached with TO. However, any mention of price in TO will result in cancellation of the bid.
3. The technical offer should as per Annexure-III.
4. The TO must contain the proof of submission of document cost (if not submitted already) and bid security. Without any of these two, bidder will be disqualified, and bid submitted by them will not be considered for process.

8. Commercial Offer

Commercial Bid of only technically qualified Bidders shall be opened on the basis of technical proposal. The Commercial Offer (CO) should be complete in all respect and contain all information asked for in this document. It should contain only the price information as per Annexure-2.

- a) The price to be quoted should be unit price in Indian rupees only.
- b) In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) as per the commercial Bid format, inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services etc. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder

Payment Terms:

Payment will be released by the DIT, Belapur. All the Payment shall be made in INR only and the Payment terms are as under:

Payment Terms :

- a. Bank will not pay any amount in advance. Payment shall be released within 30 days after submission of all relevant documents found in order by the Bank as per RFP.

- b. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any. The Successful Bidders has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

Price and Taxes:

The commercial offer shall be on an all-inclusive price, excluding GST. No price variation relating to increases in applicable taxes customs duty, excise tax, dollar price variation etc. will be permitted.

2- In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of supplying tapes, the burden or benefit of the same shall be passed on or adjusted to the Bank. If the bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

9. Evaluation and acceptance

1. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specifications, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any minor non-conformity or deviations.
2. Bank reserves the right to reject a bid offer under any of the following circumstances:
 - a) If the bid offer is incomplete and / or not accompanied by all stipulated documents.
 - b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
 - c) If there is a deviation in respect to the technical specifications of items to be procured.
3. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

10. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure-1F in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this

Order means: -

- a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under.

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

11. Indemnity

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

- i. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
- ii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- iii. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- iv. Any or all Deliverables infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
- v. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in PO and/or
- vi. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

2. The Bidder will have to, at their own cost and expenses defend or settle any claim against the Bank that the Deliverables supplied under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables s are used, sold or received, provided the Bank:

- i. Notifies the Bidder in writing; and
- ii. Cooperates with the Bidder in the defense and settlement of the claims.

3. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:

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

At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

12. Termination

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

- (a) If the Successful Bidder fails to perform any other obligation(s) under the contract.
- (b) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a

misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

4. Termination for Insolvency: If the Bidder becomes bankrupt or insolvent, has a receiver receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving 90 days prior written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

13. Governing Law and Jurisdiction

The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

14. Compliance with Laws

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

15. Violation of terms

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

16. Corrupt and Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.

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

All necessary compliances relating to the transaction such as disclosure in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier.

This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

17. Publicity

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

18. Bidding Document

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

19. Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be uploaded in the website either by way of corrigendum/addendum.

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

20. Period of Validity

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

21. Last Date and Time for Submission of Bids

Bids must be submitted online not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

22. Modifications and/or Withdrawal of Bids

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

23. Clarifications of Bids

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

24. Bank's Right to Accept or Reject Any Bid or All Bids

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

25. Check list for submission

Sr	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation/Registration	
2	Audited Balance sheets of last three years 2017-18 , 2018-19, 2019-20	
3	CA certificate for three years average turn-over for financial years 2017-18 , 2018-19, 2019-20	
4	CA certificate for operating profit for last three financial years 2017-18 , 2018-19, 2019-20	
5	CA certificate for net worth for last three financial years i.e. 2017-18 , 2018-19, 2019-20	

6	Self-declaration by the Authorized Signatory for not having filed for bankruptcy in any country including India ,on company's letter head	
7	Self-declaration on Company's letter head that the firm has not been blacklisted/debarred	
8	Self-declaration on Company's letter head that Bidder/OEM does not have any litigation/case/dispute pending	
9	Self-declaration on Company's letter head regarding NPA	
10	Document Cost	
11	Bid Security	
12	Annexure-V - Technical Specification	
13	Annexure-1E Conformity Letter	
14	Annexure-1F Undertaking Letter	
16	Annexure-2 Commercial Bid	
17	Annexure-3 Bidder's Information on company letter head	
18	Annexure-4 Performance statement on company letter head	
19	Annexure-5 Letter to be submitted by bidder along with bid documents on company letter head	
21	Annexure-6 Undertaking Letter on company letter head	
22	Annexure-8 Non-Disclosure Agreement	
23	Annexure-9 Bid Security (Bank Guarantee Format)	
24	Annexure-10 Guidelines on banning of business dealing	
25	Certificate from Competent Authority in case Bidder/OEM is from countries sharing land border with India.	

Annexure-1E Conformity Letter

Proforma of letter to be given by all the vendors participating in the tendering process, on their official letter-head

To

Date:

General Manager (IT),
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No CO:DIT:2021-22:334 comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals and Critical servers at various offices of Central Bank Of India situated in Mumbai and DIT, CBD Belapur, Navi Mumbai & Hyderabad.

Further to our proposal dated XXXXXXXX, in response to the RFP document (hereinafter referred to as “**RFP DOCUMENT**”) issued by Central Bank of India (“**Bank**”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory
Designation
Vendor’s corporate name

Annexure-1F Undertaking letter

Pro forma of letter to be given by all the vendors participating in the Tendering Process, on their official letter-head

To

Date:

General Manager –IT,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No CO:DIT:2021-22:334 comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals and Critical servers at various offices of Central Bank Of India situated in Mumbai and DIT, CBD Belapur, Navi Mumbai & Hyderabad.

We _____(bidder name), hereby undertake that-

- We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We have not filed for bankruptcy in any country including India
- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- We also confirm that we are not a NPA holder in any Bank/Financial Institution.
- We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

Yours faithfully,

Authorized Signatory
Designation
Bidder corporate name

1. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms and Conditions” section of the auctions site of the agency concerned, using the Login IDs and passwords given to them.
2. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
 - The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
 - Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
 - Central Bank of India may, at its discretion and without assigning any reason extend, reschedule or cancel any Auction. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - Central Bank of India and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

Name

Designation

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To
The General Manager -IT,
Central Bank of India, Central Office
Sector 11, CBD Belapur.
Navi Mumbai-400614

Sir,

We refer to our bid for your RFP No. Tender No CO:DIT:2021-22:334 for comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals and Critical servers at various offices of Central Bank Of India situated in Mumbai and DIT, CBD Belapur, Navi Mumbai & Hyderabad.

We, _____ (Company) hereby undertake to indemnify Central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of The Bank's right to indemnification and shall affect the Bidder's indemnification obligations only to the extent that the Bidder's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank. If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,
(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:

Annexure-3 Bidder's Information

Sr.	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address	
4.	Authorized Person for bid	
5.	Contact Details	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware AMC	
8.	Turnover (In Rs) 2017-18: 2018-19: 2019-20: (submit audited B/S for last 3 years)	
9.	Profit (In Rs) 2017-18: 2018-19: 2019-20: (submit audited P/L for last 3 years)	
10.	Number of service outlets across India	
11.	Whether all RFP terms & conditions complied with.	

Signature:

Name:-

Designation:-

Seal of company:

Date:

Annexure-4 Proforma for performance statement

(For a period of last 3 years)

Name of Firm:

Order placed by Full address of purchaser	Order No and date	Description and nature of AMC services offered	Present status (Validity of the contract)	Name & No of Contact person

Signature

Name

Designation

Company Seal

Date

Annexure-5 Letter to be submitted by bidder along with bid documents

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
1st Floor, Plot No -26, Sector-11
CBD Belapur-400614
Navi Mumbai

Sir,

Reg: Our bid for comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals and Critical servers at various offices of Central Bank Of India situated in Mumbai and DIT, CBD Belapur, Navi Mumbai & Hyderabad.

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that hardware supplied shall not be End of Support (EOS) from the last date of supply /installation.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical as per Annexures		

(If left blank it will be construed that there is no deviation from the specifications given above)

Dated at _____ / _____ day of _____ 2021

Date

Signature with seal
Name
Designation

Annexure-6 Undertaking Letter

SUB: RFP for Tender No CO:DIT:PUR:2021-22:334 comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals and Critical servers at various offices of Central Bank Of India situated in Mumbai and DIT, CBD Belapur, Navi Mumbai & Hyderabad.

Ref: Tender No CO:DIT:PUR:2021-22:334

1. We understand that Bank shall be placing Order to the Selected Bidder inclusive of applicable taxes, excluding GST.
2. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
3. We are agreeable to the payment schedule as per Payment Terms of the RFP.
4. We here by confirm to undertake the ownership of the subject RFP.

Date

Signature with seal
Name
Designation

Annexure-8 Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2021.

BETWEEN

_____ a company incorporated under the Companies Act, 1956/2013 having its registered office at _____ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

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

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

WHEREAS:

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

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

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

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.
Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the

Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the arbitration as per the procedure laid down in point no 24 of RFP.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:
Designation:

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

Name of Authorized signatory:
Designation:

Annexure-9 Bid Security Format

To,
Central Bank of India,
DIT, 1st Floor,
CBD Belapur,
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals and Critical servers at various offices of Central Bank Of India situated in Mumbai and DIT, CBD Belapur, Navi Mumbai & Hyderabad.

M/s _____ having their registered office at _____ (hereinafter called the Bidder") wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of _____ as listed in the RFP document.

Whereas the „Bidder has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of ₹ XX.00 lacs (Rupees XXX Lacs Only) as bid security as required to be submitted by the, Bidder" as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees Five Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹ XX (Rupees XX Only).
2. This Bank guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at .

Yours faithfully,

For and on behalf of _____

Bank Authorised Official

Annexure-10 Guidelines on banning of business dealing

- Sr. Contents
- 1. Introduction
- 2. Scope
- 3. Definitions
- 4. Initiation of banning / suspension
- 5. Suspension of business dealing
- 6. Ground on which banning of business dealings can be initiated
- 7. Banning of business dealings
- 8. Removal from list of approved agencies –suppliers/contractors
- 9. Show-cause notice
- 10. Appeal against the Decision of the competent authority
- 11. Review of the decision by the competent authority
- 12. Circulation of names of agencies with whom business dealings have been banned

1. Introduction

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

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

2. Scope

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

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

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

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

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

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

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the "Appellate Authority" in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
 - b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors' Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
 - d) For Zonal Offices only
Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the "Competent Authority" for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the "Appellate Authority" in all such cases.
 - e) For Corporate Office only
For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the "Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".
 - f) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation

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

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

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

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

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

- i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
- ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

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

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

7 Banning of Business Dealings

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

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

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

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

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

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

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further

action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

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

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

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

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

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

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

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

9 Show-cause Notice

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

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

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

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

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

10 Appeal against the Decision of the Competent Authority

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

one month from the date of receipt of the order banning business dealing, etc.

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

11 Review of the Decision by the Competent Authority

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

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

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

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

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

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

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2.10 Location of Hardware offered under AMC

- Nariman Point - Hardware, peripherals, servers and Critical Servers
- CBD Belapur Hardware, peripherals, servers and Critical Servers
- Bajaj Bhawan Hardware, peripherals, servers and Critical Servers
- Fort – MMO, Hardware, peripherals, servers and Critical Servers
- Sorabjee Bhawan, Fort Hardware, peripherals, servers and Critical Servers
- Hyderabad Critical servers only

Vendors may visit the locations mentioned above and may check the inventory themselves.

2.11 Format for Offer

The Commercial offer must be submitted in suggested format as per **Annexure -V**

2.13 Costs & Currency

The offer must be made in Indian Rupee only and should include all the taxes and levies except GST. GST will be payable extra as applicable.

2.14 No Negotiation

It is absolutely essential for the vendors to quote the lowest price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiations, except with the lowest quoting vendor, whose offer is found to be other-wise in order.

2.15 Right to Alter Quantities

The Bank reserves the right to alter the hardware quantities specified in the offer. The Bank also reserves the right to add or delete one or more items from the list of items specified in offer.

2.17 Price Variation and Supply of Spares

The price quoted by the vendor should be valid for a minimum period of 2(two) years. The vendor must give an undertaking along with the quotes that he gives service commitment along with availability of spares for a minimum period of 2(two) years.

2.18 Confidentiality Clause

This document is confidential and property of Central Bank of India. It should not be circulated, copied or reproduced in any form whatsoever without express permission of Central Bank of India. It is for use of the vendors addressed herein and only for the purpose mentioned in this document. Any violation is likely to be prosecuted.

2.19 The bid should contain the following documents:

- i. Application in the enclosed format
- ii. Company Profile – Details in support of Clause no 1 of this document to be highlighted.
- iii. Details of service/support network (addresses, names of contact persons, phone numbers etc.)
- iv. Any other document required and asked for by the Bank during the course of processing the RFP.

3. OTHER TERMS AND CONDITIONS

3.1 SCOPE OF WORK

- 3.1.1 The Comprehensive AMC shall consist of preventive and corrective maintenance of the Computer Systems/machines, critical servers and will include supply and replacement of unserviceable parts, at vendor's own cost. Once in each quarter, the vendor will perform preventive maintenance of all machines and the service reports will be duly signed by concerned IT officers/Bank officials. At the time of submitting invoice for payment, the copy of the service reports are to be submitted.
- 3.1.2 In the beginning of each quarter, vendor will prepare the inventory and will submit the same to our administration department for approval and the payment for the quarter will be based on the approved inventory.
- 3.1.3 In case of replacement of parts, the old/defective parts removed from the computer system shall become the property of the vendor. The parts to be replaced will either be new parts or equivalent to new parts.
- 3.1.4 All maintenance/repairs shall be attended by the vendor or authorized personnel of the vendor.
- 3.1.5 The vendor shall make available the services of at least one qualified service engineer on full time basis per site, for a bunch of 100 machines approximately.

It is the responsibility of the vendor to ensure that their service engineers/technicians report at the specified locations on a daily basis on time, irrespective of the situation prevailing, as banking services are categorized under "Essential Services" by Government.

Vendor will have to attend to the issues reported in respect of third party hardware installed at the specified locations of the Bank, including replacement/repairs of the components as and when required. Bank will provide necessary approvals for the same.

- 3.1.6 The vendor shall maintain adequate spare machines and other spares at site to facilitate any temporary replacement. A minimum of 2 PCs and 2 Printers (complete machines / of latest configuration) will have to be provided by the vendor at each site to facilitate temporary replacement.
- 3.1.7 The Computer Systems/machines and critical servers shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.
- 3.1.8 The Engineers provided should be conversant in installing different types of Operating Systems such as linux, unix, windows etc and drivers of latest versions for other peripherals.
- 3.1.9 The Vendor shall provide for the complete Escalation Matrix for redressal of issues.

3.2 HOURS OF SERVICE:

- 3.2.1 The provision of maintenance service by the vendor will be confined to the Bank's normal working hours on all normal working days.
- 3.2.2 No work will be undertaken on Sundays and holidays except by prior arrangement.
- 3.2.3 The normal working hours of the Bank are from 10.00 a.m. to 5.00 p.m. on all weekdays. However, no additional charges / cost will be paid if the maintenance services are required beyond normal working hours.

3.3 DURATION OF CONTRACT:

- 3.3.1 The contract shall initially be valid for a period of 24 (twenty four) months. The contract period may be extended for further period not exceeding one year at the sole discretion of the Bank and satisfactory performance of the Vendor. The performance of the Vendor shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving thirty (30) days' notice without assigning any reasons thereof.

3.4 CARE OF THE EQUIPMENT:

- 3.4.1 The Bank shall give the vendor full access to the Computer system/machines to enable the vendor to provide comprehensive maintenance service.
- 3.4.2 The Bank shall provide suitable working space/facilities to the vendor for storage of maintenance equipment, spare parts and spare machines for its requirements.
- 3.4.3 The vendor shall ensure that the Systems being maintained are available to the Bank in proper working condition for at least 95% of the time in every month.

3.5. MOVEMENT OF EQUIPMENT:

- 3.5.1 The Bank reserves the right to move any equipment from the place of installation to any other location, under intimation to the vendor.
- 3.5.2 All costs/charges in respect of moving the Computer Systems/machines from one location to another shall be payable by the Bank. In case the Computer Systems/machines is moved for the purpose of maintenance, such costs/charges shall be borne by the vendor.
- 3.5.4 The obligations of both the Bank and the vendor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/machines. If any machines are withdrawn from use, the AMC charges will be reduced proportionately.

3.6. PURVIEW OF THIS AMC CONTRACT:

It is specifically stated that, apart from what is stated in this RFP document, the scope of AMC will include:

- 3.6.1 The cost of replacement/repairs of Print Heads, Key boards, Mouses.
- 3.6.2 The cost of replacement of all parts in case of Line Printers including Character Band, Print Bands, Head Module etc.
- 3.6.3 The cost of fuse assembly in case of Laser Printers
- The cost of replacement of all Plastic/Fibre items/parts.**
- 3.6.4 Any Servicing of Virus related Problems.
- 3.6.5 Any maintenance of normal system related software.

However, operating system, normal application software and Anti-Virus software will be made available by the bank.

3.8. OBLIGATIONS OF THE VENDOR:

The Vendor shall be liable to pay penalty as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

For Hardware Items and Peripherals

I	Servers	Rs. 2,000/-
II	PC/Desktop	Rs. 200/-
III.	Line-Printers	Rs. 400/-
IV.	Other printers	Rs. 100/-

For Critical Servers

The successful bidder shall be liable to pay penalty for downtime of servers of Rs 3000/- upto 4-8 hrs, Rs 4000/- above 8 hrs and upto 16hrs and Rs 5000/- beyond 16hrs per day as downtime charges if the servers remain down.

In event of leave / absence of the Engineer stationed at the Bank to facilitate maintenance, the vendor shall make necessary arrangements for proper replacement. In case the vendor fails to do so, he will be liable to pay penalty at the rate of Rs.500/- per day.

3.9. ASSIGNMENT:

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

3.10. TERMINATION:

The Bank reserves the right to terminate the agreement with the vendor at any time by giving Thirty (30) days prior written notice to Vendor .

The Bank shall be entitled to terminate the agreement at any time by giving notice if the Vendor:
a. has a winding up order made against it; or

- b. has a Receiver appointed over all or substantial assets; or
- c. is or becomes unable to pay its debts as they become due; or
- d. enters into any arrangement or composition with or for the benefit of its creditors; or
- e. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

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

3.11. FORCE MAJEURE:

The vendor will not be liable for delay by the vendor due to notified force majeure such as acts of God, Government's Sovereign action, Riots, War, Civil commotion, sabotage, floods, earthquakes, catastrophes, epidemics, etc.

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

3.12. Resolution of Disputes

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder.

In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

Liquidated Damages

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

2. The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the Bank may consider termination of the contract or

forfeiture of Bank Guarantee. In this context Bank may exercise both rights jointly or solely. Bank may instruct concerned vendor to submit fresh Bank guarantee for the same amount in this regard. At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the Bank and the Bank plans to use the same for any purpose which it may deem fit.

Indemnity

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

- i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or P O and/or
- ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
- iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- iv. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
- vi. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- vii. Negligence or gross misconduct attributable to the Bidder or its employees, agents or sub-contractors.

2. The Bidder will have to, at its own cost and expenses, defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- i. Notifies the Bidder in writing; and
- ii. Cooperates with the Bidder in the defense and settlement of the claims.

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

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

(i) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC(Input Tax Credit) in the GSTR 2A , where the Bank does not opt for retention of GST component on supplies.

(ii) resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from

whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

- a) The Bidder has sole control of the defense and all related settlement negotiations.
- b) the Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages.

5. Indemnity would be limited to Court awarded damages or Arbitration award damages. However indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

Bidder's liability

The Bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA(Non Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFQ or as the case may be. The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

CONFIDENTIALITY

The Vendor must undertake that they shall hold in trust any Information received by them, under the RFP Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Vendor has also to agree:

- To maintain and use the Information only for the purposes of the RFP/ subsequent Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;

- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the information disclosed to them in accordance with this Clause and
 - To treat all Information as Confidential Information.
- Vendor shall execute Non Disclosure Agreement (NDA) as per Bank's standard format shared to it.

Audit and Review

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

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank

Audit shall be conducted within business hours. Further, 15 days prior notice shall be given to conduct audit.

Intellectual Property Rights

The Vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFQ. The Bank agrees and acknowledges that save as expressly provided in this RFQ, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFQ belong to and shall remain a property of the Vendor or its licensor. The Vendor represents that a separate agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Vendor in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Vendor shall at no further

expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFQ will be the responsibility of the bidder if any discrepancy or infringement is encountered .

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

Information Ownership

All information transmitted by successful Bidder belongs to the Bank. the Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard by them and granted by the Bank. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

Privacy and security safeguards

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

Governing Law and Jurisdiction

The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by

regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the Bank during the tenure of the contract.

Entire Agreement; Amendments

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

Survival and Severability

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

3.13. GENERAL:

3.13.1 The vendor shall be required to execute **Service Level Agreement** as per Banks Standard Format incorporating various terms & conditions.

3.13.2. On empanelment Vendor should execute a Service level Agreement along with the Performance Bank Guarantee in Bank's format and empanelment would be for a period of two years subject to further renewal of maximum period of one more year on satisfactory service in which case the PBG shall be renewed for the extended period plus three months.

3.13.3 If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment is false the Bank reserves the right to remove such vendors by giving notice from the empanelled list.

3.13.4 The Bank reserves the right to inspect the facilities of the vendor to verify the genuineness and to ensure conformity with the details given in the bid.

3.13.5 Bids received late and/or incomplete in any respect or not accompanied by prescribed documents are liable to be rejected. Vendor will be responsible to ensure that the application reaches the Bank on or before the due date and time. Central Bank of India is not responsible for non-receipt of applications within the specified date and time due to any reason including postal delays.

3.13.6 The detailed locations of hardware, peripherals, PCs and Servers shall be provided to selected vendor along with Purchase Order.

3.13.7 On subsequent additions of Hardware, PCs, Servers and Printers and critical servers which fall out of warranty shall be included in the contract at the rates quoted by the vendor as per Annexure II and Annexure –IV and payments shall be made accordingly. Similarly, the machines which become obsolete and not in use will be removed from the AMC.

3.13.8 Central Bank of India reserves the right to accept or reject any or all of the applications without assigning any reason thereof.

ANNEXURE II

(On Firm's letter head)

BILL OF MATERIAL WITH

**LIST OF HARDWARE ITEMS SITUATED AT VARIOUS DEPARTMENT OF CENTRAL OFFICE IN
MUMBAI/DIT, CBD BELAPUR/HYDERABAD**

S N	HARDWARE ITEM	Indicative qty. of H/W
1	PCs	1019
2	Deskjet PRINTERS	195
3	Laserjet PRINTERS	82
3	LINE PRINTERS	6
4	Scanners	30
5	Servers	30
6	Resources	As per RFP document

We understand that the quantity and number of resources mentioned above may vary and accurate quantity/number will be provided in the Purchase Order only.

We undertake to provide committed & efficient maintenance services for the period of contract and also ensure availability of spares for a minimum period of (two) 2 years

We have gone through the terms and conditions mentioned in the offer document dated and undertake to unconditionally comply with the same.

Date:

(Seal & Sign of the Authorized Signatory of the Firm)

Annexure-III

DECLARATION ON LETTER-HEAD.

To,

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

Dear Sir/Madam,

Reg : Confirmation of correctness of information

We certify that all information provided is true to the best of our knowledge. We also understand that if any information provided is found to be false at any time, our application is liable to be rejected.

Signature

Date:

Place:

Seal of the Company

Annexure-V

COMMERCIAL BID FOR AMC OF HARDWARE AND PERIPHEALS & CRITICAL SERVERS AT MUMBAI/CBD BELAPUR/HYDERABAD

S N	HARDWARE ITEM	Indicative qty. OF H/W	Rate per Unit/ Person per year	Total Amount per year
1	PCs	1019		
2	Deskjet PRINTERS	195		
3	PRINTERS-LASER JET	82		
4	LINEMATRIX PRINTERS	6		
5	SCANNERS	30		
6	SERVERS	30		
7	Resources 8 Hrs monthly charges			
8	Any other Charges (Please specify)			

The above quotation/prices are inclusive of all charges except applicable GST. We confirm that the prices quoted above will be valid for a minimum period of (two) 2 years.

(Authorized signatory)

Date :

Seal of the firm:

Note : The prices quoted should be exclusive of taxes.

GST at actual rates will be paid extra on submission of invoice.

NON-DISCLOSURE AGREEMENT

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

BETWEEN

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

AND

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

Vendor and Bank are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

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

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

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the

Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
5. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7)

days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
11. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:
Designation:

For and on behalf of
CENTRAL BANK OF INDIA

Name of Authorized signatory:
Designation:

1
PERFORMANCE BANK GUARANTEE

TO,

**CENTRAL BANK OF INDIA
MUMBAI**

-----.

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

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

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

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

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

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

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

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

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

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

10) Notwithstanding anything contained herein:-

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

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

Date this ----- day of ----- 2021 at -----

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

sd/- -----

3.5 SCOPE OF WORK

- 3.1.1 The Comprehensive AMC shall consist of preventive and corrective maintenance of the Computer Systems/machines, critical servers and will include supply and replacement of unserviceable parts, at vendor's own cost. Once in each quarter, the vendor will perform preventive maintenance of all machines and the service reports will be duly signed by concerned IT officers/Bank officials. At the time of submitting invoice for payment, the copy of the service reports are to be submitted.
- 3.1.2 In the beginning of each quarter, vendor will prepare the inventory and will submit the same to our administration department for approval and the payment for the quarter will be based on the approved inventory.
- 3.1.3 In case of replacement of parts, the old/defective parts removed from the computer system shall become the property of the vendor. The parts to be replaced will either be new parts or equivalent to new parts.
- 3.1.4 All maintenance/repairs shall be attended by the vendor or authorized personnel of the vendor.
- 3.1.5 The vendor shall make available, at site, the services of its service engineers, on full time basis, for a bunch of 100 machines approximately.
- 3.1.6 The vendor shall maintain adequate spare machines and other spares at site to facilitate any temporary replacement. A minimum of 2 PCs and 2 Printers (complete machines / of latest configuration) will have to be provided by the vendor to facilitate temporary replacement.
- 3.1.7 The Computer Systems/machines and critical servers shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.
- 3.1.8 The Engineers provided should be conversant in loading different types of Operating Systems such linux, unix, windows etc.
- 3.1.9 The Vendor shall provide for the complete Escalation Matrix for redressal of issues.

3.6 HOURS OF SERVICE:

- 3.2.1 The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days.
- 3.2.2 No work will be undertaken on Sundays and holidays except by prior arrangement.
- 3.2.3 The normal working hours of the Bank are from 10.00 a.m. to 5.00 p.m. on all weekdays. However, no additional charges / cost will be paid if the maintenance services are required beyond normal working hours.

3.7 DURATION OF CONTRACT:

- 3.3.1 The contract shall initially be valid for a period of 24 (twenty four) months. The contract period may be extended for further period not exceeding more than one year at the sole discretion of the Bank and satisfactory performance of the Vendor. The performance of the Vendor shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving thirty (30) days notice without assigning any reasons thereof.

However, the prices are reviewed every year after completion of 1st year.

3.8 CARE OF THE EQUIPMENT:

- 3.4.1 The Bank shall give the vendor full access to the Computer system/machines to enable the vendor to provide comprehensive maintenance service.
- 3.4.2 The Bank shall provide suitable working space/facilities to the vendor for storage of maintenance equipment, spare parts and spare machines for its requirements.
- 3.4.3 The vendor shall ensure that the Systems being maintained is available to the Bank in proper working condition for at least 95% of the time in every month.

3.5. MOVEMENT OF EQUIPMENT:

- 3.5.1 The bank reserves right to move any equipment from the place of installation to any other location, under intimation to the vendor.
- 3.5.2 All costs/charges in respect of moving the Computer Systems/machines from one location to another shall be payable by the Bank. In case the Computer Systems/machines is moved for the purpose of maintenance, such costs/charges shall be born by the vendor.
- 3.5.3 Maintenance charges, as per clause 3.7 hereunder, shall be paid by the Bank for all the Computer Systems/machines, irrespective of the fact that any one or more Computer Systems/machines are moved by the vendor for providing maintenance service as per the contract.
- 3.5.4 The obligations of both the Bank and the vendor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/machines. If any machines are withdrawn from use, the AMC charges will be reduced proportionately.

3.6. PURVIEW OF THIS AMC CONTRACT:

It is specifically stated that, apart from what is stated in this RFQ document, the scope of AMC will include:

- 3.6.1 The cost of replacement/repairs of Printer Heads, Key boards, Mouses.
- 3.6.2 The cost of replacement of all parts in case of Line Printers including Character Band, Print Bands, Head Module etc.
- 3.6.3 The cost of fuse assembly in case of Laser Printers
The cost of replacement of all Plastic/Fibre items/parts.
- 3.6.4 Any Servicing of Virus related Problems.
- 3.6.5 Any maintenance of normal system related software.

However, operating system, normal application software and Anti-Virus software will be made available by the bank.

3.7. PAYMENT OF CHARGES AND TAXES:

- 3.7.1 Maintenance charges will be payable in arrears on quarterly basis i.e. after the completion of the respective quarter.
- 3.7.2 No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
- 3.7.3 The vendor shall draw invoices for payment of quarterly maintenance charges.
- 3.7.4 The vendor shall furnish a Performance Bank Guarantee to the Bank, commensurate with I quarters AMC Charges. In case the vendor is unable to furnish the Performance Bank Guarantee to the Bank, maintenance charges payable for the first quarter shall be retained by the Bank as Retention money till the expiry of the contract.
- 3.7.5 Maintenance charges payable by the Bank are inclusive of all applicable taxes, duties, levies etc. However, GST, as applicable for work contract, will be payable extra.
- 3.7.6 Changes or additions in Computer Systems/machines features may result in change in minimum maintenance charges, which will have to be finalized with mutual discussions. Addition of Hardware coming out of warranty will be added into the Hardware list and likewise deletion will be made from the list of Hardware due to removal or becoming obsolete and payment will be made proportionately.

3.7.6- In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

Goods and Services Taxes(GST) and its Compliance

(i) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Vendor shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

(a)TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

(b) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

(c) If vendor as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

4- Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

3.8. OBLIGATIONS OF THE VENDOR:

The Vendor shall be liable to pay penalty as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

For Hardware Items and Peripherals

I	Servers	Rs. 2,000/-
II	PC/Desktop	Rs. 200/-
III.	Line-Printers	Rs. 400/-
IV.	Other printers	Rs. 100/-

For Critical Servers

The successful bidder shall be liable to pay penalty for downtime of servers of Rs 3000/- upto 4-8 hrs, Rs 4000/- above 8 hrs and upto 16hrs and Rs 5000/- beyond 16hrs per day as downtime charges if the servers remain down.

In event of leave / absence of the Engineer stationed at the Bank to facilitate maintenance, the vendor shall make necessary arrangements for proper replacement. In case the vendor fails to do so, he will be liable to pay penalty at the rate of Rs.500/- per day.

3.9. ASSIGNMENT:

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

3.10. TERMINATION:

The Bank reserves the right to terminate the agreement with the vendor at any time by giving Thirty (30) days prior written notice to Vendor .

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

- a. has a winding up order made against it; or
- b. has a receiver appointed over all or substantial assets; or
- c. is or becomes unable to pay its debts as they become due; or
- d. enters into any arrangement or composition with or for the benefit of its creditors; or
- e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

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

3.11. FORCE MAJEURE:

The vendor will not be liable delay by the vendor due to notified force majeure such as acts of God, Government Sovereign action, Riots, War, Civil commotion, sabotage, floods, earthquakes, catastrophes, epidemics, etc.

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

3.12. Resolution of Disputes

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder.

In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

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

This RFQ shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFQ. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

Liquidated Damages

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

2. The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or forfeiture of Bank guarantee. In this context

Bank may exercise both right Jointly or solely . Bank may instruct to concerned vendor to submit fresh Bank guarantee for the same amount in this regard.

At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

Indemnity

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

- i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFQ or any or all terms and conditions stipulated in the SLA (Service level Agreement) or P O and/or
- ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFQ or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
- iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- iv. Breach of any of the term of this RFQ or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFQ or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
- vi. Breach of confidentiality obligations of the Bidder contained in this RFQ or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
- vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFQ infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- i. Notifies the Bidder in writing; and
- ii. Cooperates with the Bidder in the defense and settlement of the claims.

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

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

(i) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC(Input Tax Credit) in the GSTR 2A , where the Bank does not opt for retention of GST component on supplies.

(ii) resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from

whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

- a) The Bidder has sole control of the defense and all related settlement negotiations.
- b) the Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages.

5. Indemnity would be limited to Court awarded damages or Arbitration award damages. However indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

Bidder's liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA(Non Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFQ or as the case may be. The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

CONFIDENTIALITY

The Vendor must undertake that they shall hold in trust any Information received by them, under the RFQ Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Vendor has also to agree:

- To maintain and use the Information only for the purposes of the RFQ/ Subsequent Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;

- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
 - To treat all Information as Confidential Information.
- Vendor shall execute Non Disclosure Agreement (NDA) as per Bank's standard format shared to it.

Audit and Review

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

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank

Audit shall be conducted within business hours. Further, 15 days prior notice shall be given to conduct audit.

Intellectual Property Rights

The Vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFQ. The Bank agrees and acknowledges that save as expressly provided in this RFQ, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFQ belong to and shall remain a property of the Vendor or its licensor. The Vendor represents that a separate agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Vendor in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Vendor shall at no further

expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFQ will be the responsibility of the bidder if any discrepancy or infringement is encountered .

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

Information Ownership

All information transmitted by successful Bidder belongs to the Bank. the Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

Privacy and security safeguards

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

Governing Law and Jurisdiction

The provisions of this RFQ and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFQ/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the

responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFQ / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

Compliance with Laws

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

3.13. GENERAL:

- 3.13.1 The vendor shall be required to execute **Service Level Agreement** as per Banks Standard Format incorporating various terms & conditions.
- 3.13.2. On Empanelment vendor should execute a Service level Agreement along with the Performance Bank Guarantee in Bank's format and empanelment would be for a period of two years subject to further renewal of maximum period of one more year on satisfactory service in which case the PBG shall be renewed for the extended period plus three months.
- 3.13.3 If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment is false the Bank reserves the right to remove such vendors by giving notice from the empanelled list.
- 3.13.4 The Bank reserves the right to inspect the facilities of the vendor to verify the genuineness and to ensure conformity with the details given in the bid.
- 3.13.5 Bids received late and/or incomplete in any respect or not accompanied by prescribed documents are liable to be rejected. Vendor will be responsible to ensure that the application reaches the Bank on or before the due date and time. Central Bank of India is not responsible for non-receipt of applications within the specified date and time due to any reason including postal delays.

- 3.13.6 The detailed locations of hardware, peripherals, PCs and Servers shall be provided to selected vendor along with Purchase Order.
- 3.13.7 On subsequent additions of Hardware, PCs, Servers and Printers and critical servers which fall out of warranty shall be included in the contract at the rates quoted by the vendor as per Annexure II and Annexure –IV and payments shall be made accordingly. Similarly, the machines which become obsolete and not in use will be removed from the AMC.
- 3.13.8 Central Bank of India reserves the right to accept or reject any or all of the applications without assigning any reason thereof.

ANNEXURE II

BILL OF MATERIAL WITH

**LIST OF HARDWARE ITEMS SITUATED AT VARIOUS DEPARTMENT OF CENTRAL OFFICE IN
MUMBAI/NAVI MUMBAI.**

S N	HARDWARE ITEM	Indicative qty. of H/W
1	PCs-Celeron/PIII/PIV/Pentium	1274
2	PRINTERS	344
3	PRINTERS-DJ	
3	LINEMATRIX PRINTERS	5
4	Scanners	44
5	Servers	23
6	Resources	As per RFQ document

We understand that the quantity and number of resources mentioned above may vary and accurate quantity/number will be provided in the Purchase Order only.

We undertake to provide committed & efficient maintenance services for the period of contract and also ensure availability of spares for a minimum period of (two) 2 years

We have gone through the terms and conditions mentioned in the offer document dated and undertake to unconditionally comply with the same.

Date:

(Seal & Sign of the Vendor)

Annexure III

DECLARATION ON LETTER-HEAD.

To,

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

Dear Sir/Madam,

Reg : Confirmation of correctness of information

We certify that all information provided is true to the best of our knowledge. We also understand that if any information provided is found to be false at any time, our application is liable to be rejected.

Signature

Date:

Place:

Seal of the Company

NON-DISCLOSURE AGREEMENT

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

BETWEEN

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

AND

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

Vendor and Bank are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

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

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

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may

disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
6. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

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

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

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

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

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

For and on behalf of

Name of Authorized signatory:
Designation:

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

Name of Authorized signatory:
Designation:

ANNEXURE-IV

LIST OF CRITICAL SERVERS			
SR NO	LOCATION	SERVER MODEL	PROCESSOR MODEL
1	Mumbai	Intel(R) Xeon® CPU E3-1220 v3@3.10GHz	Intel Xeon E3-1220 v3
2	Hyderabad	Intel(R) Xeon® CPU E3-1220 v3@3.10GHz	Intel Xeon E3-1220 v3
3	Mumbai	Intel(R) Xeon® CPU E3-1220 v3@3.10GHz	Intel Xeon E3-1220 v3
4	Hyderabad	Intel(R) Xeon® CPU E3-1220 v3@3.10GHz	Intel Xeon E3-1220 v3
5	Mumbai	Intel(R) Xeon® CPU E5-2407 v2@2.40GHz	Intel Xeon E5-2407 v2
6	Hyderabad	Intel(R) Xeon® CPU E5-2407 v2@2.40GHz	Intel Xeon E5-2407 v2
7	Mumbai	Intel ® Xeon (TM)/2GB/36GB	Intel ® Xeon (TM)/2GB/36GB
8	Mumbai	Intel ® Xeon (TM)/2GB/18GB	Intel ® Xeon (TM)/2GB/18GB
9	Mumbai	Intel ® Xeon (TM)/2GB/18GB	Intel ® Xeon (TM)/2GB/18GB
10	Mumbai	Intel ® Xeon (TM)/2GB/18GB	Intel ® Xeon (TM)/2GB/18GB
11	Mumbai	OLD RAMCO SERVER(IDLE)	OLD RAMCO SERVER(IDLE)
12	Mumbai	Intel ® Xeon (TM)/2GB/18GB	500GB HDD, 4GM RAM I3, WIN7
13	Mumbai	Intel ® Xeon (TM)/2GB/18GB	80GB HDD SERVER, 2GB RAM
14	Mumbai	Intel ® Xeon (TM)/2GB/18GB	220GB HDD SERVER, 4GB RAM, XEON
15	Mumbai	Intel ® Xeon (TM)/2GB/18GB	80 GB HDD, 1 GB RAM, Pentium 4

16	Mumbai	Intel ® Xeon (TM)/2GB/18GB	80 GB HDD, 2 GB RAM, Pentium 4
17	Navi Mumbai	X8DT3	XEON E5647
18	Navi Mumbai	X8DT3	XEON E5647
19	Hyderabad	X8DT3	XEON E5647
20	Hyderabad	X8DT3	XEON E5647
21	Navi Mumbai	X8DT3	INTEL XEON
22	Navi Mumbai	RX2540 M1	INTEL XEON
23	Navi Mumbai	RX2540 M1	INTEL XEON
24	Navi Mumbai	RX2540 M1	INTEL XEON
25	Navi Mumbai	RX2540 M1	INTEL XEON
26	Navi Mumbai	RX2540 M1	INTEL XEON
27	Navi Mumbai	RX2540 M1	INTEL XEON
28	Hyderabad	RX2540 M1	INTEL XEON
29	Hyderabad	RX2540 M1	INTEL XEON
30	Hyderabad	RX2540 M1	INTEL XEON

ANNEXURE-III

(BIDDER PARTICULARS AND FINANCIALS AND OTHER DETAILS)

S N	PARTICULARS	Details	Proof of document to be enclosed	WHETHER DOCUMENT ENCLOSED
1	Name of the Firm (In Block Letters)		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX
2	Date of Establishment/ Incorporation		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX
3	Proprietorship Firms		1. Copy of registration of Proprietorship firm, if registered 2. Copy of GST Registration Certificate 3. Latest GST Return (1 or 3) Acknowledgement copy	YES/NO
4	Partnership Firms/ Public Ltd Company/Private Ltd Company		Copy of Partnership Deed / (OR) Copy of Certificate of LLP Registration (OR) Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by Registrar of Companies	YES/NO
7	Firm's address for correspondence and Telephone No.		Copy of Firm's address proof to be enclosed	YES/NO
10	Cost of Tender Document: Rs.2,000/- (Rupees Two thousand Only) by way of NEFT to account Number 3287810289 IFSC CBIN0283154 favouring Central Bank of India (If MSME, copy of Registration Certificate to be enclosed to claim exemption)		UTR number to be furnished Or Enclose copy of MSME Registration Certificate to claim exemption	YES/NO
	EMD: Rs.5,000/- (Rupees Five Thousand Only) by way of NEFT to account Number 3287810289 IFSC CBIN0283154 favouring Central Bank of India (If MSME, copy of Registration Certificate to be enclosed to claim exemption)		UTR number to be furnished Or Enclose copy of MSME Registration Certificate to claim exemption	YES/NO
11	Annual Turnover of Minimum Rs.50.00 Lakhs during the last three years		Copies of POs and Invoice/proof of AMC, amounting to a minimum of Rs.10.00 Lakhs during each of the last three years to be enclosed	YES/NO

12	Whether executed a minimum of 3 Hardware Annual Maintenance contracts during the last three years with PSB/PSU/GOI/Govt undertaking/Pvt Companies etc : YES/NO →		Copies of AMC POs of last three years to be enclosed	YES/NO
13	PAN No:		Copy of PAN card to be enclosed	YES/NO
14	GST No:		Copy of GST Registration Certificate to be enclosed	YES/NO
16	E-mail ID for correspondence		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX
18	IT RETURNS		Copies of last 3 years IT Returns to be enclosed	YES/NO
19	Turnover for last three years (in INR) :		Copies of Audited Balance Sheets & Revenue A/C of last three years to be enclosed	XXXXXXXXXXXX
	2018-2019			YES/NO
	2019-2020			YES/NO
	2020-2021			YES/NO