



Central Bank of India

Department of Information Technology,

Tender No. CO: DIT: PUR: 2023-24:383

Request for Proposal (Bid) Document

For

**Supply, Installation and Maintenance of Network Infrastructure
at DC, DRC & Near Site**

Table of Contents

1.	Invitation for Tender Offers	7
2.	Eligibility Criteria	9
3.	Bid Security (EMD).....	11
4.	Performance Bank Guarantee	11
5.	Cost of Bidding	11
6.	Manufacturer's Authorization Form	12
7.	Scope of Work	12
7.1	Network Equipment at DC, DRC & Near Site.	13
8.	General Responsibility of the Bidder	16
9.	Project Timelines	17
10.	Staggered delivery of the equipment's.	17
11.	Repeat Order.....	17
12.	SLA compliance	17
12.1	Service Level Agreements (SLA).....	17
13.	Liquidated damage	20
14.	Land Border Sharing Clause.....	20
15.	Monitoring & Audit	21
16.	Bid Submission	21
17.	Integrity Pact.....	27
18.	Commercial Offers.....	28
19.	Evaluation & Acceptance	29
20.	Evaluation Process.....	29
20.1	Eligibility Bid.....	29
20.2	Normalization of Bids	29
20.3	Technical Evaluation Criteria	30
20.4	Commercial Evaluation Criteria	30
21.	Payment Terms	31
22.	AMC & ATS and Warranty Costs	31
23.	Order Cancellation.....	33
24.	Indemnity.....	34
25.	Confidentiality & Non-Disclosure	36
26.	Force Majeure	37

27.	Resolution of Disputes	37
28.	Format of the Letter of undertaking of Authenticity to be submitted by the Bidder	38
29.	Independent Contractor	38
30.	Assignment	39
31.	Execution of Contract, SLA & NDA	39
32.	Bidder's Liability	39
33.	Information Ownership	39
34.	Inspection, Audit, Review, Monitoring & Visitations	40
35.	Information Security	41
36.	Intellectual Property Rights.....	41
37.	Termination	42
38.	Privacy & Security Safeguards	44
39.	Governing Law and Jurisdiction.....	44
40.	Compliance with Laws	45
41.	Violation of Terms	45
42.	Corrupt & Fraudulent Practices	45
43.	Publicity	45
44.	Entire Agreement; Amendments.....	45
45.	Survival and Severability	46
46.	Amendments to Bidding Documents	46
47.	Period of Validity.....	46
48.	Last Date and Time for Submission of Bids	46
49.	Late Bids.....	46
50.	Modifications and/or Withdrawal of Bids.....	46
51.	Signing of Contract	47
52.	Checklist for Submission	47
53.	Annexure 1: Bill of Material	49
54.	Annexure 2: Minimum Technical Specifications	50
55.	Annexure 3: Conformity Letter.....	51
56.	Annexure 4: Masked Commercial Bill of Material	52
57.	Annexure 5: Bidder's Information	53
58.	Annexure 6: Letter for Conformity of Product as per RFP	54
59.	Annexure 7: Undertaking of Authenticity for Products Supplied.....	55
60.	Annexure 8: Undertaking for Acceptance of Terms of RFP.....	56

61.	Annexure 9: Manufacturer's Authorization Form.....	57
62.	Annexure 10: Integrity Pact.....	58
63.	Annexure 11: Non-Disclosure Agreement	63
64.	Annexure 12: Performance Bank Guarantee	67
65.	Annexure 13: Bid Security (Earnest Money Deposit)	69
66.	Annexure 14: Bidder's Particulars.....	70
67.	Annexure 15: Guidelines, Terms & Conditions and Process Flow for Reverse Auction	71
68.	Annexure 16: Reverse Auction Process - Agreement	74
69.	Annexure 17: Reverse Auction Process - Indemnity	76
70.	Annexure 18: NPA Undertaking.....	78
71.	Annexure 19: Undertaking letter (Land Border Sharing).....	79
72.	Annexure 20: Cover Letter	81
73.	Annexure 21: Pre-bid Query Format.....	82
74.	Annexure 22: Eligibility Criteria Compliance	83
75.	Annexure 23: Guidelines on banning of business dealing.....	85

Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

Acronym	Definition
AAA	Authentication, Authorization and Accounting framework in Networking
AES	Advanced Encryption Standard
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
Bank/CBoI	Central Bank of India
"Bidder"	Single point of contact appointed by the Bank for procurement and supply of the equipment based on the Bill of Materials shared by the Bank.
"CBS"	Core Banking Solution
"CO"	Central Office
CPU	Central Processing Unit
CVC	Central Vigilance Commission
DC	Data Centre of the Bank which is located at Central Office, Belapur, Mumbai
DMZ	Demilitarized Zone
DNS	Domain Name Server
DRC	Disaster Recovery Centre which is located in Hyderabad
EMD	Earnest Money Deposit
EMS	Enterprise Management System
FPS	Flows Per Second
GbE/GigE/Gbps	Gigabit Per Second
Gol	Government of India
HA	High Availability
HDD	Hard Disk Drive
HO	Head Office
INR	Indian National Rupee
IP	Internet Protocol
IPS	Intrusion Prevention System
IT	Information Technology
LAN	Local Area Network
Mbps	Megabits Per Second
MPLS	Multi-Protocol Label Switching
MPPS	Million Packets per Second
MTBF	Mean Time before Failure
NDA	Non-Disclosure Agreement
NS	Near Site located at Navi Mumbai
NOC	Network Operating Control
NMS	Network Management System
OEM	Original Equipment Manufacturer

PO	Purchase Order
RF	Radio Frequency
RFP	Request for Proposal
RMA	Return Material Authorization
RO	Regional Office
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SIEM	Security Information and event Management
SSD	Solid State Drive
SMTP	Simple Mail Transfer Protocol
SOAR	Security Orchestration Automation and Response
SoW	Scope of Work
SLA	Service Level Agreement
SPOC	Single Point of Contact
SSL	Secure Sockets Layer
T&C	Terms & Conditions
Tbps	Terabits per second
TCO	Total Cost of Ownership
TCP	Transmission Control Protocol
TOR	Top of Rack
UAT	User Acceptance Test
VPN	Virtual Private Network
VSAT	Very Small Aperture Terminal
WAN	Wide Area Network
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), 12 Zonal Offices (ZO) and 4617 plus branches spread across India, intends for select a bidder for Supply, Installation and Maintenance of Network Equipment at DC, DRC & Near Site

Bank invites online tender offers (Technical offer and Commercial offer) from eligible, reputed manufacturers and/or their authorized dealers for Supply, Installation and Maintenance of Network Equipment at DC, DRC & Near Site.

A complete set of tender documents may be purchased by eligible bidders on payment of non-refundable amount of ₹ 90,000/- (Rupees Ninety thousands 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:2023-24:383 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai. The proof of cost paid of Tender Document is to be submitted by Bidders for participating in the pre-bid meeting and a copy of confirmation is to be submitted along with the Technical Bid.

The details are given below:

Tender Reference Number	CO:DIT:PUR:2023-24:383
Cost of RFP: Non-Refundable	₹90,000/- (Rupees Ninety Thousands Only) including taxes
Date of RFP Issue	16/05/2023
Bid Security (EMD)	An amount of Rs.1,80,00,000/- (Rupees One Crore Eighty Lakhs Only) in the form of Bank Guarantee issued by a scheduled bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:PUR:2023-24:383 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.
e-mail IDs for sending queries and Last Date for submission of queries	smcbsnoc@centralbank.co.in, smitpurchase@centralbank.co.in, cmnetwork@centralbank.co.in, latest by 23/05/2023 up to 16:00 hrs. Queries to be submitted with Proof of remittance of document/Tender cost
Date and time for Pre-Bid Meeting,	24/05/2023 at 15:00hrs.
Last Date and Time submission of Bids Mode of bid submission & online portal's URL	15/06/2023 up to 15:00 hrs. Mode-Online URL: https://centralbank.abcpocure.com/EPROC
Time & Date of Opening of technical bids	15/06/2023 at 15:30 hrs.
Response Types	1.Technical Bid plus Document Cost plus Bid Security/EMD 2.Commercial Bid
Address for Communication	General Manager-IT

	Central Bank Of India Department Of IT (DIT), Plot no-26, Sector-11, CBD Belapur, Navi Mumbai- 400614 Mail address: smitpurchase@centralbank.co.in cmnetwork@centralbank.co.in smcbsnoc@centralbank.co.in
Contact Telephone Numbers	022- 67123669, 27582355, 27582410

The pre bid meeting will be held in person with the bidders who have submitted proof of remittance of document/Tender cost or exemption certificate of Micro and Small Enterprises (MSE) by email to the Bank on or before the stipulated time.

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exemption certificate of MSE 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 email ID 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 MSE certificate copy.

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

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

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

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 fulfil following eligibility criteria:

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an average annual turnover in India of INR 300 crores per annum in the last three financial years (i.e., 2020-21, 2021-22, 2022-23) at the time of submission of tender, of individual company and not as group of companies	Copy of Audited Balance Sheet and Copy of Certificate of the Chartered Accountant for the last three financial years (i.e., 2020-21, 2021-22, 2022-23)	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e., 2020-21, 2021-22, 2022-23).	Copy of Audited Balance Sheet and Copy of Certificate of the Chartered Accountant for the last three financial years (i.e., 2020-21, 2021-22, 2022-23)	
5.	The bidder should have a positive net worth in last three financial years (i.e., 2020-21, 2021-22, 2022-23).	Copy of Audited Balance Sheet and Copy of Certificate of the Chartered Accountant for the last three financial years (i.e., 2020-21, 2021-22, 2022-23)	
6.	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 undertaking on Company's letter head	
7.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services	Submit the undertaking self-declaration on Company's letter head	
8.	Bidder/OEM should not have NPA with any Bank /financial institutions in India	Submit self-declaration on Company's letter head.	

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
	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		
9.	Bidder should have service/ support Centre at Mumbai and Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's letter head	
10.	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	
11.	Bidder should have a composite experience of managing and implementing Network & Security devices including Router, NIPS, Proxy and Ethernet Switching in at least One PSU /Scheduled Commercial Banks in India, having a minimum of 1000 branches in India.	Reference Letter/ Completion certificate of similar projects undertaken and completed of similar nature in last 5 years	
OEM Eligibility Criteria			
12.	Each proposed OEM product series should have been implemented in at least One Scheduled Commercial Bank having 1000 office/Branches in India in last 5 years.	Copy of Purchase Order OR Credential letter OR Copy of Sign off document	

If case of unaudited Balance Sheet for FY 2022-23, Bidder needs to submit Provisional Balance Sheet along with copy of CA Certificate for FY 2022-23.

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.

Bank reserves the right to verify references provided by the Bidder independently. Any decision of bank in this regard shall be final, conclusive, and binding up on the bidder. Bank may accept or reject an offer without assigning any reason whatsoever.

- Bidders need to ensure compliance to all the eligibility criteria points.
- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
- Bidder must provide credential letter or installation sign off document.
- Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
- While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:

- a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
- b. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.*

3. Bid Security (EMD)

An amount of ₹ 1,80,00,000/- (Rupees One Crore Eighty Lakhs Only) in the form of Bank Guarantee issued by a scheduled bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee 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:2023-24:383 in favour of "Central Bank Of India" and payable at Mumbai/Navi Mumbai.

4. Performance Bank Guarantee

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Annexure 12, for 3% of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
- iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

5. 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.

6. Manufacturer's Authorization Form

Bidders must submit a letter of authority from their manufacturers in Annexure 9 that they have been authorized to quote OEM Product.

7. Scope of Work

Central Bank of India intends to upgrade/refresh/renew/augment the network equipment for its Core Banking System and supporting business applications to meet Banks future business requirements:

- Data Centre (DC) of the Bank is in Navi Mumbai. Disaster Recovery Centre (DRC) is located at Hyderabad.
- The Bank has envisaged the upgrades required on the existing network equipment & buyback details and the same have been provided in Annexure 1: Bill of Materials. The Bidder is required to quote the network equipment and related software, listed in Annexure 2: Technical Specifications.
- Procurement of the network equipment mentioned in the RFP will be at Bank's discretion and Bank may not procure all the items mentioned in the RFP. Also, Bank may ask for staggered delivery of some of the network equipment mentioned in the RFP. Details of the same would be shared with the successful Bidder at a later stage.
- Bidder shall provide the details of each individual proposed equipment along with the Hardware & Software proposed, in Annexure 1: Bill of Materials.
- Bidder is also required to carry out activities given in the following table

Sr. No.	Activity	Remarks
1.	Physical delivery of network equipment as per Annexure 1: Bill of Materials.	Bidder must supply and deliver the network equipment mentioned in Annexure 1: Bill of Materials at the Bank's site.
2.	Installation & configuration of network equipment to suit the requirements.	Bidder is required to install and configure the equipment provided by the OEM/s. Thus, Bidder is required to unpack, assemble, mount, and boot the equipment and install the necessary service packs, patches, and fixes to the Operating System, set up and configure the equipment. Compatibility issues of subsystems with OS, respective drivers, firmware, any other cards to be installed, if required, are to be resolved by Bidder. Bidder should supply, install, configure, migrate the network equipment and also need to maintain the equipment till the contract period. Bank's existing System Integrator and the Bank will conduct the acceptance test and verify that the installation complies with the configuration and relevant setting provided by the Bank's existing System Integrator.
3.	Provide warranty and AMC/ATS support for the tenure of the contract	Bidder will be responsible to provide the following to meet the Service Levels defined in this RFP till the Contract period • Onsite comprehensive warranty from OEM, • AMC/ATS from the OEM • Arrange back-to-back support from the respective OEM.

		In Case of RMA, its bidder responsibility to replace the equipment as per SLA and to return the faulty equipment to the OEM warehouse at no extra cost to the Bank during the tenure of the contract.
4.	AMC/ATS support of Existing Network equipment for the tenure of the contract	Bidder will be responsible to provide following to meet the Service Levels defined in this RFP till the Contract period • AMC/ATS from the OEM • Back-to-Back support from the OEM.

- Bidder should also take adequate care to avoid quoting network equipment going End-of -sale within 6 months of date of supply of the equipment to the Bank.
- Bidder should ensure that proposed network equipment should not go End-of-Support within 7 years from the date of the Purchase Order.
- The Bidder must supply, install, configure, and provide subsequent comprehensive on-site warranty/AMC/ATS for the network equipment as per the Bill of Materials shared by the Bank and the proposed solutions (Hardware, Software, etc.). The delivery plan must be synchronized with the project delivery timelines of the Bank.
- The Bank expects to protect the investment already made on the network equipment. The Bidder is required to buy back this equipment and detail out the buyback price in their commercial offer.
- Bidder is also required to provide skilled resources that may be required for the successful completion of the project.
- The network equipment should be provided with 3 years of on-site comprehensive warranty which will start from the date of acceptance of network equipment. Subsequently, Bidder shall provide the AMC support for the remaining two Years post warranty period. Bidder is required to co-ordinate with Bank's existing System Integrator for monitoring and troubleshooting for support, throughout the tenure of the contract.
- Bank has option to extend contract period for additional 2 years at the same prices quoted for AMC/ATS of 5th year for in scope components of this RFP.

7.1 Network Equipment at DC, DRC & Near Site.

The Bidder is required to supply, install, maintain, and provide AMC for the following (Network Items mentioned in subsection) solution for the period of contract at Bank's DC, DRC and Near Site Locations. In case of any compatibility issue arises between the proposed solution/appliance in existing network setup during implementation or within 3 months of installation signoff, then the successful bidder is required to replace such solution/appliance, with the compatible one, at no additional cost to the bank within 4 weeks of the issue is identified by Bank or Bank's existing SI.

7.1.1 Top of the Rack (ToR) Switches

The Bank intends to implement Top of the Rack switches which would be capable of terminating 1GE/10GE connectivity for servers. Bidder is required to procure, supply, install, configure, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period as described in Annexure 1: Bill of Materials. DC/DRC ToR Switches should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. Refer "Annexure 2: Technical Specifications" for Minimum Technical Specifications of the Top of the Rack Switches.

7.1.2 Access Control Server:

Access control server is used for providing centralized AAA services via AAA framework. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer "Annexure 2: Technical Specifications" for Minimum Technical Specifications of the access control server. DC/DRC Access Control Server should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. This server should support all kind of AAA services using AAA framework for minimum 12000 network devices from Day 1 and should be scalable to support 15000 network devices. These servers should run on dedicated hardware with its integrated storage and should support log retention for 1 year period.

7.1.3 Internet Router

Bank intends to refresh internet routers in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over, as described in Annexure 1: Bill of Materials. Refer "Annexure 2: Technical Specifications" for Minimum Technical Specifications of the internet router. DC/DRC internet router should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank.

7.1.4 Network Core Switch

Bank intends to refresh network core switches in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer "Annexure 2: Technical Specifications" for Minimum Technical Specifications of the network core switches. DC/DRC network core switches should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank.

7.1.5 Management appliance for Checkpoint Firewalls

Bank intends to refresh Management appliance for Checkpoint Firewalls in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer "Annexure 2: Technical Specifications" for Minimum Technical Specifications of Management appliance for Checkpoint Firewalls. DC/DRC Management appliance for Checkpoint Firewalls should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. The Management appliance for Checkpoint Firewalls should be a dedicated hardware-based appliance which should be able to manage existing checkpoint gateways in DC and DRC.

7.1.6 Internet Link Load balancer

Bank intends to refresh internet link load balancers in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer "Annexure 2: Technical Specifications" for Minimum Technical Specifications of the internet link load balancers. DC/DRC internet link load balancers should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. The proposed internet link load balancers should be a dedicated hardware-based appliance which should be able to support NS/A record resolution and secure DNS feature set.

7.1.7 Management Appliance for CISCO Firewalls and Cisco IPS

Bank intends to replace Management appliance for CISCO Firewalls and Cisco IPS in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer

“Annexure 2: Technical Specifications” for Minimum Technical Specifications of the Management appliance for CISCO Firewalls and Cisco IPS. Management appliance for CISCO Firewalls and Cisco IPS should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. The proposed Management appliance for CISCO Firewalls and Cisco IPS should be a dedicated hardware-based appliance which should be able to manage existing Cisco gateways in DC and DRC.

7.1.8 NIPS Appliance

Bank intends to refresh IPS appliance in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer “Annexure 2: Technical Specifications” for Minimum Technical Specifications of the NIPS. DC/DRC NIPS should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank. The new IPS appliance should be a dedicated hardware-based appliance which should support option of 1G Copper and 1G/10G fiber inline interfaces. The proposed IPS should also support hardware bypass for copper and fiber interfaces.

7.1.9 Network Behavior Anomaly Detection appliance (NBAD)

Bank intends to refresh Network behavior anomaly detection appliance in DC and DRC. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer “Annexure 2: Technical Specifications” for Minimum Technical Specifications of the Network behavior anomaly detection appliance. DC/DRC Network behavior anomaly detection appliance should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank.

7.1.10 Network Proxy appliance at DC and DRC with Management console appliance for proxy

Bank intends to refresh Network Proxy appliance at DC and DRC with Management console appliance for proxy. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer “Annexure 2: Technical Specifications” for Minimum Technical Specifications of the Network Proxy appliance at DC and DRC with Management console appliance for proxy. Network Proxy appliance at DC and DRC with Management console appliance for proxy should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank.

7.1.11 Near Site Router

Bank intends to refresh near site routers. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer “Annexure 2: Technical Specifications” for Minimum Technical Specifications of the near site routers. Near site routers should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank.

7.1.12 Near Site Switches

Bank intends to refresh near site switches. Bidder is required to procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC support for next 2 years post warranty period is over as described in Annexure 1: Bill of Materials. Refer “Annexure 2: Technical Specifications” for Minimum Technical Specifications of the near site switches. Near site switches should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank.

7.1.13 Packet Capture and Packet Analyzer Solution

Bank intends to procure Packet Capture and Packet Analyzer solution in DC and DRC. This solution should be able to capture all raw transmit and receiving traffic/packets on switch span interfaces. Bidder is required to

procure, supply, install, migrate, and provide comprehensive onsite warranty for 3 years and AMC/ATS support for next 2 years post warranty period is over. The solution should be able to capture 100G of data in DC and 100G of data in DRC. The solution should be able to store raw logs for at-least 24 hours. The solution should be able to capture from 20 span ports in DC and 20 ports in DRC. The solution should come with its dedicated hardware and required licenses. Packet capture solution should be IPv6 logo certified device which should be integrated with AAA, SIEM, SOAR and NMS software installed in the bank as per Annexure 1: Bill of Materials. Refer "Annexure 2: Technical Specifications" for Minimum Technical Specifications.

7.1.14 AMC & ATS of existing Network Equipment

Bidder is required to provide AMC & ATS of the existing Network equipment at Bank's DC, DRC, Branches and other offices for the period of contract. Refer to Annexure 1: Bill of Materials for the existing list of Network Equipment deployed at Bank's DC, DRC, Branches and other offices.

8. General Responsibility of the Bidder

Delivery, Installation and Maintenance

- As a part of implementation of network equipment, the Bank expects the successful Bidder to provide power, space, and cooling requirements for the equipment to be hosted at DC, DRC and Near Site. However, the hosting environment requirement shall be provided by the Bank at Bank' DC, DRC and NS.
- Bidder should coordinate with the SPOC (DC/DR/Near Site) for all the assignments relating to this RFP.
- Bidder is responsible for delivery, transportation, transit insurance – including insurance till installation acceptance by the Bank or its appointed consultant, unpack, racking and stacking, installation, and configuration of network equipment at DC, DRC, Near Site and Central Office and other locations.
- The Bidder to do Power on self-test, basic configurations, migration, and installation of the equipment.
- Any delay in installation of the new network equipment for whatsoever reasons should not entail in expiry of insurance and the same should be continued and extended up to the date of installation and acceptance of the delivered network equipment and its associated licenses by the Bank.
- Bidder shall ensure compatibility of the supplied network equipment and licenses with the hardware and software systems being used in the Bank. In case of any compatibility issue arises between the proposed solution/appliance in existing network setup during implementation or within 3 months of installation signoff, then the successful bidder is required to replace such solution/appliance, with the compatible one, at no additional cost to the bank within 4 weeks of the issue is identified by Bank or Bank's existing SI.
- Bidder should adhere to the service levels including delivery timelines specified in the RFP for the installation of network equipment supplied by them.
- Bidder shall provide replacement component from the same OEM, if any component is required to be taken out of the premises for repairs.
- Bidder must ensure that on call OEM support can be made available within one hour during the tenure of the contract.
- Bidder should ensure Knowledge Transfer to the Bank throughout delivery of the service, which should include detailed overview of the implementation and configuration parameters and features and functionality of the proposed network equipment.
- Bidder should buyback existing network and security appliances "as is where is" basis and purchase price of these items once accepted by the Bank cannot be withdrawn by the Bidder.

- It should be Bidder's responsibility to un-mount the buyback item, collect the buyback items, from Bank's office's location. Bank will not provide any transportation or any other expenses towards this. HDD/SSD storage device present if any in the buyback device has to be degaussed / physically damaged before taking out from the Bank location.
- It would be Bidder's responsibility to ensure safe disposal of e-waste as per Hazardous Waste (management and handling) Rules 1989 and 2008, without imposing any liability to Bank, comprising discarded Hardware/ electrical/ electronic equipment/components taken under buyback and must submit the e-waste certificate.
- Bidder is required to provide acceptance of Purchase Order, within 7 days of issuance of PO to the successful bidder by the Bank.
- All the components of this RFP should be covered under 24x7x4 direct OEM support for the tenure of the contract; that is the replacement of the defective components should be delivered within four hours from the time call is logged.

9. Project Timelines

The successful Bidder is expected to adhere to the following timelines concerning the implementation of the Network Infrastructure Solution at Bank's DC, DRC and Near Site:

#	Activity	Time Period for Completion
1	Delivery of in-scope Network Infrastructure at DC, DRC and NS as per the Annexure 1: Bill of Material	Deliver at Bank's location within 14 weeks from the date of acceptance of purchase order
2	Successful Installation of Network Equipment's at DC, DRC and NS as per the Annexure 1: Bill of Material	4 weeks from the date of delivery of Network Equipment's at DC, DRC and NS as per the Annexure 1: Bill of Material

The Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if need arises.

10. Staggered delivery of the equipment's.

Bank may ask for staggered delivery of some of the network equipment mentioned in the RFP. Details of the same would be shared with the successful Bidder at a later stage.

11. Repeat Order

Bank may procure additional components up to 25% of the ordered quantity within 18 months from the Date of Purchase Order at the same cost mentioned in Annexure 1: Bill of Material.

12. SLA compliance

Bidder should ensure compliance with SLAs as defined in the RFP.

12.1 Service Level Agreements (SLA)

Bidder should monitor and maintain the stated service levels to provide quality customer service to the Bank.

12.1.1 System Availability

System availability of Network infrastructure is defined as $\{(Scheduled\ operation\ time - system\ downtime) / (scheduled\ operation\ time)\} * 100\%$, where:

- Performance for availability service level default would be measured on monthly basis.
- "Scheduled operation time" means the scheduled operating hours of the system for the year. All planned downtime on the system would be deducted from the total operation time for the year to give the scheduled operation time.
- "System downtime" subject to the SLA mentioned in this RFP, means accumulated time during which the system is totally in-operable due to in-scope system or infrastructure failure, and measured from the time the Bank and / or its customers log a call with Bidder's help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the system is returned to proper operation.
- Since all the components are critical; they need to be monitored on a 24*7*365 basis.
- Response may be telephonic or onsite depending on the criticality.
- If any one or more of the proposed components are down resulting in non-availability of the Bank network equipment, then downtime will be calculated as mentioned in the below section.

12.1.2 Service Level Default

- Service Levels will be measured on a monthly basis
- Monthly expected minimum service level is 99.95%
- Availability Service Level Default will occur when Bidder fails to comply with minimum service level of 99.95% as measured on a monthly basis.
- Bidder shall resolve the issue/problem within 4 hours from the time of reporting, if any at DC, DRC and other locations of the Bank which are part of this RFP. Bidder shall ensure delivery of any replacement/repair of damaged part or equipment within 4 hours from the time of reporting without any cost to the Bank. Bidder shall provide 24x7 service support by deputing their engineer as and when required. However, in such a scenario, SLA shall be applicable as mentioned in this document.
- Bidder's performance on Availability Service Level will be assessed against Minimum Expected Service Level requirement of 99.95% on monthly basis.
- Penalties associated with availability service levels are as outlined below:

Monthly System Availability of Network Infrastructure (A)	Measurement Tools	% payout of Respective Product + AMC/ATS Cost paid till date of respective product
98%<A<99.95%	EMS	2%
97%<A<98%	EMS	4%
96%<A<97%	EMS	6%
95%<A<96%	EMS	8%
Below 95%	EMS	10% or Bank may Terminate/ discontinue the Contract

Penalty for Availability Service Level Default

- If one of the network components in HA mode fails in HA environment, while other is working with no impact on the availability of the DC/DR/NS IT infrastructure and service levels, in such a case penalty shall be levied on the failed component. The failed component in HA mode should be replaced within 24 hours of the failure. If Bidder fails to meet the timeline, the Bank shall levy a penalty at the rate of 1% of the monthly impacted Network Product and impacted Services Cost [Total Product & Service cost including Product cost (with 3 years warranty) + Implementation cost + AMC/ATS cost (for 2 Years)] / 60, for every 2 hours of delay thereof, on the failed component.
- If both the network components fail in HA mode, the Bank shall levy penalty on Bidder for the service levels defaults, basis the service levels requirement mentioned in this document.
- For three (3) downtime occurrences within a stipulated time window of a calendar month, a sum equivalent to 1% of the product cost of the respective product would be levied as a penalty. This would be over and above the monthly service level default penalty.

12.1.3 Penalty Computation

In the event of Service Level Default, Bidder shall pay the Bank a penalty that will be computed in accordance with the following formula:

$$\text{Monthly Service Level Default} = \text{Minimum Service Level (for a month)} - \text{Actual Service Level (for a month)}$$

Total amount of penalty Bidder is obligated to pay the Bank shall be reflected on the invoice provided to the Bank in the quarter, after the quarter in which the Service Levels were assessed. The Bank shall be entitled to deduct the penalty amount from the amounts payable by the Bank to the selected Bidder as per the invoice.

Example:

Scenario	Result
The achieved availability of Network Infrastructure has been measured to be 98% in a particular assessment month.	The expected Availability service level for Network Infrastructure is 99.95%. The achieved service level in the assessment month was calculated to be 98% <u>Cost Reference for 5 year tenure</u> Network equipment cost = INR 1 crores (approximately) Network equipment AMC cost (till date) = INR 30,00,000 (approximately) Total cost of product and services for a Network equipment = 1,30,00,000 As per above table, for Availability Service level default of more than 99.5% and less than 98%, a penalty of 2% would be levied of the total cost of products and services calculated above. Thus, 2% of 1,30,00,000 i.e. INR 2,60,000.

13. Liquidated damage

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

Penalty: The successful bidder shall agree to the penalties structure in accordance with the following:

The Liquidated Damages (LD) shall be 1 % of amount for services or goods which have been delayed 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 value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

In this context Bank may exercise both the rights simultaneously and severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

In case delay is attributable to Bank, proper evidence should be produced by Bidder.

14. 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 19 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.

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.
 - iv. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

15. Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. The monthly uptime (previous month) report needs to be submitted by the successful bidder before 5th of Every month to Bank at no additional cost to the Bank.

16. 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 while responding.
- "Cost of Tender Document" may be paid through RTGS (Real Time Gross Settlement) / 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 RFP response without proof of payment of application money or cost of tender document shall not be considered and shall be rejected, except in case of bidder being MSME as per the exemption applicable to it.

- The details of the transaction viz. scanned copy of the receipt of making transaction are required to be uploaded on e-procurement website at the time of "final online bid submission The RFP response without proof of amount paid towards Application Money / Bid Security are liable to be rejected.

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.

Registration Process for Bidders

- Open the URL: <https://centralbank.abcprocure.com/EPROC/>
- On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e-tender"
- Register yourself with all the required details properly.
- TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- 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.abcprocure.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 Ms. Pooja: 09328931942

	pooja.shah@eptl.in Ms. Komal: 07904407997 komal.d@eptl.in Mr Nandan Valera: 9081000427 nandan.v@eptl.in Ms Vrusha Soni: 9904407997 vrusha@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.

Dos 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.abcpurchase.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 bidders 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.

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

Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of Central Bank of India(CBoI) : The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of Central

Bank of India shall be required to enrol on the Electronic Tendering System. To enroll Bidder has to generate User ID and password XXXXX

Registration of New bidders:

<https://centralbank.abcpocure.com/EPROC/bidderregistration>

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

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 form 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 Authority 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.

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.

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 CBol on the home page of CBol e-Tendering Portal on <https://centralbank.abcpocure.com/EPROC>.

Download of Tender Document

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 /online mode by filling the cost of tender form fee.

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 CBol. 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.

Note:

- The Bidders upload a single documents unloadable option.
- 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.
- The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- 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 below mentioned numbers.

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

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 Tender Authority.

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.

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.

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 eTendering Portal after the completion of opening process.

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.

17. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure 10 duly stamped for ₹500. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or

as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

- For any clarifications/issues, bidders are requested to contact with Bank's personnel in the below mail-id before contacting with IEM.
smcbsnoc@centralbank.co.in
cmnetwork@centralbank.co.in
agmitd@centralbank.co.in
- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

18. Commercial Offers

Commercial Bids of only technically qualified Bidders shall be opened based on technical proposal.

The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Bill of Material

- The commercial offer should be in compliance with technical configuration / specifications as per Technical Specifications.
- The price to be quoted for all individual items and it should be unit price in Indian rupees.
- 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) for all components and services on a fixed price basis, as per the commercial Bid 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, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning.
- The price is exclusive of taxes i.e. Goods and Services Tax, which shall be paid as per actuals.

19. Evaluation & Acceptance

1. Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, 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 non-conformity or deviations.
2. Bank reserves the right to reject the 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 hardware items.
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

20. Evaluation Process

The competitive bids shall be evaluated in three phases:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid stage
- Stage 3 – Commercial Bid with Reverse auction process

20.1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Eligibility Criteria to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

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

20.2 Normalization of Bids

The Bank may go through a process of technical and/ or commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this detailed document, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this detailed document, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder must submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product

walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the compliance of the minimum technical specifications of the proposed product / solution, shortlisting would be made of the eligible bidders for final commercial bidding.

20.3 Technical Evaluation Criteria

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

- Compliance to the Eligibility Criterion
- Compliance to the minimum Technical Specifications.
- Compliance to the Bill of Material

The Bidder must satisfy BOTH of the following two categories to qualify for commercial evaluation (Stage 3).

1. The bidder must comply to scope of the requirement as set out in the RFP and
2. The Bidder must comply to all the line items in Bill of Materials indicated by The Bank as "(Bidder shall provide their compliance here)" in column "Bidder compliance (Yes/No)" Bidders are required to comply with the requirements stated herein, if any Bidder's response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.
3. The Bidder is expected to provide their "compliance" against each item stated in the Annexure 1: Bill of material, this means that the Bidder confirms 100% compliance to the Annexure 2: Minimum Technical Specifications, minimum technical specifications of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
4. Presence of Bidder's Service centre's in Mumbai and Hyderabad

20.4 Commercial Evaluation Criteria

Only those Bidders who have qualified technical evaluation will be eligible for the further participation in the e-Procurement process (Reverse Auction). The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 5 years, (total cost of products & services minus Buy-Back cost).

Bank will award the contract to the successful Bidder whose bid has been determined as the Lowest Commercial bid (L1) through the e-Procurement process of this commercial evaluation. At the end of 5 years, the contract may be renegotiated as mutually agreed by both parties.

The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Note: 1) In case of e-reverse auction in the tender, if a bidder quoting higher prices, (higher by more than 20%) as compared to the average quoted prices (average of all technically qualified bidders) for all items in aggregate, the same bidder may not be called for reverse auction process. Due to such price variation, bidders are not eligible to be called for reverse auction and only one bidder is left commercially eligible, in such case the work / contract may be awarded to the L1 bidder.

2) Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

21. Payment Terms

21.1 Product Cost with 3 years warranty

Sl. No.	Deliverables	% Of Payment	Payment Milestone (On completion of the activities)
1	Network Infrastructure at DC, DRC and NS	60%	Against delivery signoff
		30%	Against successful installation signoff
		10%	3 months after successful installation signoff

Product Cost Payment Terms

21.2 Installation Cost

Sl. No.	Deliverables	% Of Payment	Payment Milestone (On completion of the activities)
1	Installation	70%	Against successful installation signoff
		30%	3 months after successful installation signoff

Installation Payment Terms

21.3 AMC/ATS Payment Terms

AMC/ATS amount payable would be paid quarterly in arrears at the end of each quarter.

First quarter for AMC/ATS payment would begin from 1st of the next month of the date of completion of the warranty period. AMC/ATS amount per year should not be less than 8% of the respective product cost.

22. AMC & ATS and Warranty Costs

Bidder shall provide the maintenance (Warranty, AMC & ATS) for a period of five years from the date of successful installation of the product in CBoI network. Warranty period for the new components should be for the first three years for which the cost should be factored in the Product cost and AMC/ATS shall be factored for the subsequent two years. Bidder must factor the costs in the Bill of Material accordingly. As part of warranty, AMC & ATS support the Bidder must:

- Provide on-site comprehensive support for network equipment and software components provided as part of this RFP
- Have back-to-back arrangements with respective OEMs for the maintenance services (Warranty/AMC/ATS)
- Warrant all the network equipment and software against defects arising out of faulty design, materials, and media workmanship etc., for a period of five years from the date of acceptance of the network equipment and software
- Provide maintenance of Network equipment as well as repair or replacement activity after hardware problem has occurred. If the supplied equipment are to be replaced permanently due to the Bidder's inability to provide spares or maintain the equipment, the Bidder shall replace the equipment of same make/ model/configuration or of higher configuration at no extra cost to the Bank. However, the Bank may accept different make/model/ configuration at its discretion, if the original make/model/ configurations are not available in the market due to obsolescence or technological up gradation

- Provide support services like repair, replacement to resolve the problem as per the service levels defined in this RFP.
- Defective network equipment shall be replaced by the Bidder at his own cost, including the cost of transport etc. The Bidder shall not charge the Bank any extra charges related to this activity during the period of contract.
- Bidder may provide adequate spares for the critical components of the network equipment to meet the SLA.
- Provide on-site support during quarterly DR drills or whenever required by the Bank. For factoring purposes, the Bidder should factor at least 8 visits at DC or DR each year for on-site support on specific request from the Bank
- The Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by Bidder during the period of warranty
- Bidder should undertake system maintenance and replacement or repair of defective network equipment.
- In case equipment taken away for repairs, Bidder shall provide similar standby equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work
- If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank
- Further provided that the Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank
- In case the Bank desires to get the services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such services to that preferred Bidder at no additional cost to the Bank.
- In case of any issue with network equipment and related software supplied by Bidder, Bank or its appointed System Integrator shall log a call with Bidder (who has supplied the network equipment/software) it is responsibility of Bidder to resolve the issue with the assistance of the OEM is deemed necessary. The Bank or its appointed System Integrator shall promptly notify Bidder in writing/e-mail of any claims arising under the maintenance services.
- Provide all future software upgrades and patches for all components of the solution and assist the Bank or its System Integrator to install the same if Bank desires during period of contract at free of cost.
- Bidder warrants that the Goods supplied under the Contract are new & unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the RFP
- Bidder further warrants that all the Goods supplied under as part of this RFP shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination
- Bidder's hardware engineer will report at the Bank's premises within one hour of reporting of breakdown and repair the same at the earliest.

The payments will be released through NEFT / RTGS/account credit after deducting the applicable LD/Penalty, TDS if any, on submission of invoices to DIT CBD- Belapur. The Successful Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

Fixed Price

The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.

Taxes

1. The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.
2. 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.
3. 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. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder
 - ii. 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 statutes 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.
 - iii. 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.
 - iv. If bidder 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.

23. Order Cancellation

Bank reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancy in hardware noticed during Installation or during maintenance period
3. Any other lapse pertaining to the order.

In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages by foreclosing the performance bank guarantee.

24. Indemnity

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 PO and/or
- ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- iii. 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
- iv. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- v. 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
- vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
- vii. 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
- viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,

- (i) The Bank notifies the Bidder in writing immediately on aware of such claim,
 - (ii) The Bidder has sole control of defense and all related settlement negotiations,
 - (iii) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
 - (iv) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court.
- It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.

The Bidder shall compensate the Bank for 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.

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:

- 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. all claims, losses, costs, damages, expenses, action, suits and other proceedings 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 provides 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 and shall exclude indirect and incidental damages and compensations.

Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:

- (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);
- (ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;
- (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
- (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
- (v) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.

In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required

to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:

- (i) Procure for Bank the right to continue using such Deliverable;
- (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;
- (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.

The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

25. Confidentiality & Non-Disclosure

The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.

No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.

As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.

The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.

The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

Guarantee on Software License

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.

26. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within seven business days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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 due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered upto the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

27. 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 a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.

The decision of the Arbitration Tribunal 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, bidder will continue to perform its contractual obligations 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 as per the agreed scope between the parties.

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) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.

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.

28. Format of the Letter of undertaking of Authenticity to be submitted by the Bidder

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

"We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the Purchase Order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM suppliers at the time of release of PO or within a reasonable time. In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard".

29. Independent Contractor

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

the Bank. The bidder 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.

30. Assignment

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with Bidder 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 Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

31. Execution of Contract, SLA & NDA

The bidder and Bank should execute

1. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
2. Non-disclosure Agreement.
3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.
4. The term of the contract shall be for a period of 5 years from the date of signing of contract.

32. 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. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. 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.

33. Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans

to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

34. Inspection, Audit, Review, Monitoring & Visitations

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER 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 BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- a. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. 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 BIDDER 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 BIDDER 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 BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- e. Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited by prior notice to the Bidder.

Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises by prior notice to ensure that data provided by the Bank is not misused.

The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/documents required by the Bank.

35. Information Security

System should have standard input, communication, processing and output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured. Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. The bidder shall disclose security breaches if any to the Bank, without any delay.

36. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, 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 Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder 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 Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder 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 Bidder 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 RFP 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 Bidder as part of this Project.

Bidder's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party

37. Termination

Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days 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 deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons

which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;

b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.

c. 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.

Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.

In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to vendor, but disputed payment shall be discussed and will be paid once the dispute is resolved.

Termination for Insolvency

If either party becomes bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, 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 either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.

Termination- Key Terms & Conditions

Notwithstanding anything contain in this RFP, the Bank shall entitled to terminate the agreement with the service provider without assigning any reason at any time by giving 30 days prior written notice to the successful bidder . Bidder shall have to comply the same.

Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party.

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

Exit Option & Contract Re-Negotiation

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

- i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract
- ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified period.

- iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)

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

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and services.

Notwithstanding anything contained in this RFP, Bank reserve the right to cancel the contract by giving 90 days notice period without assigning any reason as per its convenience. .

38. Privacy & Security Safeguards

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

39. 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.

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 Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder 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.

40. 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.
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-

41. 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-

42. Corrupt & 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.

43. 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.

44. Entire Agreement; Amendments

This RFP 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.

45. Survival and Severability

Any provision or covenant of the RFP, 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.

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.

46. Amendments to Bidding Documents

The Bank reserves the right to change/modify the dates/terms & conditions without assigning any reasons, mentioned in this RFP document as per its requirement, which will be communicated to the Bidders through Bank's Website. The amendments / clarifications to the tender, if any, will be posted on the Bank website (www.centralbankofindia.co.in) / e-Tendering Portal. It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website for any changes / development in relation to this RFP. The amendments / clarifications to the tender, if any, will be posted on the Bank website

47. 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.

48. Last Date and Time for Submission of Bids

Bids must be submitted 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.

49. Late Bids

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

50. Modifications and/or Withdrawal of Bids

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

Clarification of Bids

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

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.

51. Signing of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

52. Checklist for Submission

#	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation	
2	Audited Balance sheets of last three years 2020-21, 2021-22 & 2022-23	
3	CA certificate for three years average turnover for financial years 2020-21, 2021-22 & 2022-23	
4	CA certificate for operating profit for last three financial years 2020-21, 2021-22 & 2022-23	
5	CA certificate for net worth for last three financial years 2020-21, 2021-22 & 2022-23	
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head	
7	Self-declaration on Company's letter head 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.	
8	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.	
9	Self-declaration on Company's letter head for - NPA - Any case Pending (Annexure 18)	
10	Document Cost	
11	Annexure 1: Bill of Material	
12	Annexure 2: Technical Specifications	
13	Annexure 3: Conformity Letter	
14	Annexure 4: Masked Commercial Bid along with technical bid	

#	Particulars	Bidders Remark Yes/No
15	Annexure 5: Bidder's Information on company letter head	
16	Annexure 6: Letter for Conformity of Product as per RFP	
17	Annexure 7: Undertaking of Authenticity for Products Supplied Management	
18	Annexure 8: Undertaking for acceptance of terms of RFP	
19	Annexure 9: MAF on OEM letter head	
20	Annexure 10: Integrity Pact	
21	Annexure 11: Non-Disclosure Agreement	
22	Annexure 12: Performance Bank Guarantee	
23	Annexure 13: Pro forma for Bid Security (EMD)	
24	Annexure 14: Bidders Particulars in Company Letter Head	
25	Annexure 15: Guidelines, Terms & Conditions and Process Flow for Reverse Auction	
26	Annexure 16: REVERSE AUCTION PROCESS-AGREEMENT	
27	Annexure 17: REVERSE AUCTION PROCESS INDEMNITY	
28	Annexure 18: NPA UNDERTAKING	
29	Annexure 19: Undertaking letter (Land Border Sharing)	
30	Annexure 20: Cover Letter	
31	Annexure 21: Pre-Bid Query Format	
32	Annexure 22: Eligibility Criteria Compliance	
33	Annexure 23: Guidelines on banning of business dealing	

53. Annexure 1: Bill of Material

Format for Commercial Bill of Material is attached in excel format in separate sheet (Annexure 1: Bill of Material).

54. Annexure 2: Minimum Technical Specifications

Format for Minimum Technical Specifications is attached in excel format in separate sheet (Annexure 2: Technical Specifications).

55. Annexure 3: Conformity Letter

Date

To,

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

Sir,

Sub: RFP for Supply, Installation and Maintenance of Network Infrastructure at DC, DRC & Near Site Tender No.
CO:DIT:PUR:2023-24:383

Further to our proposal dated _____, 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

Company Name

56. Annexure 4: Masked Commercial Bill of Material

Bidder to Masked Commercials in Annexure 1- Bill of Material and attached here

57. Annexure 5: Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details (Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware items	
8.	Annual Turnover (In Rs.) 2020-21 - 2021-22 - 2022-23 -	
9.	Operating Profits (In Rs.) 2020-21 - 2021-22 - 2022-23 -	
10.	Net Worth (In Rs.) 2020-21 - 2021-22 - 2022-23 -	
11.	Whether OEM or authorized distributor	
12.	Number of service outlets across India	
13.	Good and Service Tax Number	
14.	Income Tax Number	
15.	Whether direct manufacturer or authorized dealers	
16.	Name and Address of OEMs	
17.	Brief Description of after sales service facilities available with the bidder.	
18.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

58. Annexure 6: Letter for Conformity of Product as per RFP

Date

To,

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

Sir,

Sub: RFP for Supply, Installation and Maintenance of Network Infrastructure at DC, DRC & Near Site Tender No. CO:DIT:PUR:2023-24:383

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 product and services supplied shall be as per the:-

Compliance	Compliance (Yes/ No)	Remarks
Terms & Conditions		
Scope of Work		
Technical Specifications		

Signature

Name:

Designation:

Seal of Company

Date:

59. Annexure 7: Undertaking of Authenticity for Products Supplied

Date

To,

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

Sir,

Sub: RFP for Supply, Installation and Maintenance of Network Infrastructure at DC, DRC & Near Site Tender No.
CO:DIT:PUR:2023-24:383

With reference to RFP for Supply, Installation and Maintenance of Network Equipment at DC, DRC & Near Site:

We hereby undertake to produce the certificate from our OEM supplier in support of this undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at any time , we agree to take back the Licenses without demur, if already supplied and return the money if any paid to us by you in this regard.

Signature

Name:

Designation:

Seal of Company

Date:

60. Annexure 8: Undertaking for Acceptance of Terms of RFP

Date

To,

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

Sir,

Sub: RFP for Supply, Installation and Maintenance of Network Infrastructure at DC, DRC & Near Site Tender No.
CO:DIT:PUR:2023-24:383

With reference to RFP for Supply, Installation and Maintenance of Network Equipment at DC, DRC & Near Site:

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Signature

Name:

Designation:

Seal of Company

Date:

61. Annexure 9: Manufacturer's Authorization Form

Date

To,

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

Dear Sir,

We _____ (OEM Vendor) of _____ product / service / solution hereby authorize M/s. _____ (Selected Bidder / Vendor Name) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid. We hereby extend our full guarantee and comprehensive 3 (Three) year warranty and 2 years AMC (post expiry of warranty) as per terms and conditions of the tender and the contract for our product / application solution / services offered against this invitation for Bid by the above firm. We also extend our back to back service support and assurance of availability of our equipment and their components as per terms and conditions of the tender, to M/s. (Vendor Name) for a period of five years

Yours Faithfully,

Authorized Signatory

(Name, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Manufacturer duly signed & seal by an authorized signatory)

62. Annexure 10: Integrity Pact

Integrity Pact

Between

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

And

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the Principal Contractor shall take all responsibility of the adoption of Integrity Pact by the sub-contractor. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

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

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

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

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

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

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

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

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

Section 11- FALL CLAUSE

11.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

63. Annexure 11: Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2023

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

Thebidder 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 its employees, consultants, auditors, sub-contractors ("Representatives") consultants only if such representatives 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 & 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. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

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 and Assignment

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

9. Governing Law and Jurisdiction

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

10. General

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

11. Indemnity

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

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

64. Annexure 12: Performance Bank Guarantee

To,

Central Bank of India

Mumbai

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

1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ----- 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 that 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 surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

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

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

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

10) Notwithstanding anything contained herein:-

i) Our liability under this Bank Guarantee shall not exceed ₹------(Rupees-----only);

ii) This Bank Guarantee shall be valid up to -----;(date of expiry) 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 plus claim period , if any)

iv) All your rights to bring legal action under this guarantee shall extinguish on..... (date one year from the date mentioned in point no. iii above)

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 ----- 2023 at -----

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

sd/- -----

65. Annexure 13: Bid Security (Earnest Money Deposit)

To,

General Manager-IT
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 Implementation _____, 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 for 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 ₹ 1,80,00,000/- (Rupees One Crore Eighty Lakhs Only) as bid security as required to be submitted by the, "Bidder" as a condition for participation in the said process of RFQ.

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 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 ₹ 1,80,00,000/- (Rupees One Crore Eighty Lakhs Only)
2. This Bank guarantee will be valid up to _____; 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 _____ (date of expiry of Guarantee plus claim period, if any)

4. All your rights to bring legal action under this guarantee shall extinguish on..... (date one year from the date mentioned in point no. iii above)

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 14: Bidder's Particulars

#	Particulars	
1.	Name of the Bidder	
2.	Address with E mail id, Mobile no. and Pin code	
3.	GST Number	
4.	Bank Details	
5.	PAN Number	
6.	Name of Authorised Person Mobile No: Landline No:	
7.	i. Email ID ii. Alternative Email ID	
8.	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
9.	Details of EMD	BG/UTR/Reference No. date & Amount
10.	Exemption Certificate details (if applicable). Eg: MSE etc.	Please upload copy of the same along with details

Signature

Name:

Designation:

Seal of Company

Date:

66. Annexure 15: Guidelines, Terms & Conditions and Process Flow for Reverse Auction

Business Rules for Reverse Auction

1. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short-listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

4. **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
5. **LOG IN NAME & PASSWORD:** Each technically qualified 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. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
6. **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.
7. **LOWEST BID OF BIDDER:** In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
8. **AUCTION TYPE:** The Bidders will be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
9. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Leading Bid in the Auction
 - Bid placed by You

- Auction Opening price and bid decremental value
 - Your rank in the auction
- 10. MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Central Bank of India with the original names displayed.
- 11. 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).
- 12. 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 can decide to 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.
 - All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.

Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	☐ At the end of reverse auction process, L1 of Reverse Auction will be identified. ☐ Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

67. Annexure 16: Reverse Auction Process - Agreement

To

The General Manager –IT,
Central Bank of India, DIT, Sector 11, Plot No.26, CBD Belapur,
Mumbai – 400614

Sub: Agreement to the Online Bidding Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of Central Bank of India for RFP for Supply, Installation and Maintenance of Network Equipment at DC, DRC and Near Site.

This letter is to confirm that:

- The undersigned is authorized representative of the Company.
- We confirm that we have changed our password after first login.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBI and confirm our agreement to them.
- We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- We confirm that CBI and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.
- We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Central Bank of India or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- I/we do understand that the agency may bid on behalf of other bidders as well in case of above-mentioned exigencies.
- We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Sign this document and Fax it to the agency.

DECLARATION by the BIDDER

We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the *RFP for*
- Supply, Installation and Maintenance of Network Equipment at DC, DRC & Near Site.

Seal of the Bidder

Signature of Bidder

68. Annexure 17: Reverse Auction Process - Indemnity

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To
The General Manager –IT,
Central Bank of India, DIT
Sector 11, Plot No. 26, CBD Belapur.
Navi Mumbai-400614

Sir,

We refer to our bid for your RFP No. **CO:DIT:PUR:2023-24:383** _____ dated _____ for RFP for - Supply, Installation and Maintenance of Network Equipment at DC, DRC & Near Site. 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 defence 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 be 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:

69. Annexure 18: NPA Undertaking

Pro forma of letter to be given by all the bidders participating in RFP for Supply, Installation and Maintenance of Network Equipment at DC, DRC & Near Site on their official letter-head

Date:

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

Sir,

Sub: RFP for Supply, Installation and Maintenance of Network Infrastructure at DC, DRC & Near Site
Tender No. CO:DIT:PUR:2023-24:383

We _____ (bidder name), hereby undertake that-

- We have not have been declared NPA by any Bank in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

70. Annexure 19: Undertaking letter (Land Border Sharing)

Pro forma of letter to be given by all the bidders participating in RFP for the Supply, Installation and Maintenance of Network Equipment at DC, DRC & Near Site 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: RFP for Supply, Installation and Maintenance of Network Infrastructure at DC, DRC & Near Site
Tender No. CO:DIT:PUR:2023-24:383

Dear Sir/Madam,

We, M/s _____ are a private/ public limited company/ LLP/ firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at _____ (referred to as the "Bidder") are desirous of participating in the Tender Process in response to our captioned RFP and in this connection we hereby declare, confirm and agree as follows:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. "I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that _____ is not from such a country.
2. "I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]"

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]"

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
2. _____
3. _____
4. _____

71. Annexure 20: Cover Letter

Date:

To

General Manager-IT
DIT, Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Mumbai - 400614

Sub: RFP for Supply, Installation and Maintenance of Network Infrastructure at DC, DRC & Near Site
Tender No. CO:DIT:PUR:2023-24:383

Dear Sir/Madam,

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 120 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

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

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

72. Annexure 21: Pre-bid Query Format

Queries:

Sr. No.	Page #	Point / Section #	Query	Banks Response (Bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

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

73. Annexure 22: Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criteria would result in outright rejection of bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

The Bidder must fulfil following eligibility criteria:

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date of submission of RFP.	Copy of the Certificate of Incorporation issued by Registrar of Companies/Registrar of firms and full address of the registered office of the bidder	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
3.	The bidder must have an average annual turnover in India of INR 300 crores per annum in the last three financial years (i.e., 2020-21, 2021-22, 2022-23) at the time of submission of tender, of individual company and not as group of companies	Copy of Audited Balance Sheet and Copy of Certificate of the Chartered Accountant for the last three financial years (i.e., 2020-21, 2021-22, 2022-23)	
4.	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e., 2020-21, 2021-22, 2022-23).	Copy of Audited Balance Sheet and Copy of Certificate of the Chartered Accountant for the last three financial years (i.e., 2020-21, 2021-22, 2022-23)	
5.	The bidder should have a positive net worth in last three financial years (i.e., 2020-21, 2021-22, 2022-23).	Copy of Audited Balance Sheet and Copy of Certificate of the Chartered Accountant for the last three financial years (i.e., 2020-21, 2021-22, 2022-23)	
6.	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.	Submit the undertaking on Company's letter head	

#	Eligibility of the Bidder	Documents to be submitted	Compliance (Y/N)
	Self-declaration to that effect should be submitted along with the technical bid.		
7.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services	Submit the undertaking self-declaration on Company's letter head	
8.	Bidder/OEM should not have - NPA with any Bank /financial institutions in India - 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 self-declaration on Company's letter head.	
9.	Bidder should have service/ support Centre at Mumbai and Hyderabad and should be able to provide efficient and effective support.	Submit the undertaking self-declaration on Bidder's letter head	
10.	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	
11.	Bidder should have a composite experience of managing and implementing Network & Security devices including Router, NIPS, Proxy and Ethernet Switching in at least One PSU /Scheduled Commercial Banks in India, having a minimum of 1000 branches in India.	Reference Letter/ Completion certificate of similar projects undertaken and completed of similar nature in last 5 years	
OEM Eligibility Criteria			
12.	Each proposed OEM product series should have been implemented in at least One Scheduled Commercial Bank having 1000 office/Branches in India in last 5 years.	Copy of Purchase Order OR Credential letter OR Copy of Sign off document	

If case of unaudited Balance Sheet for FY 2022-23, Bidder needs to submit Provisional Balance Sheet along with copy of CA Certificate for FY 2022-23

Authorised Signatory

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

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

74. Annexure 23: Guidelines on banning of business dealing

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

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

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

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

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

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 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 (BSD) 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 Business Support Department (BSD) shall be the "Competent Authority" and concerned Executive Director (BSD) shall be the "Appellate Authority".

e) Managing Director & CEO, 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 (BSD) 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, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) 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, BSD.

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, BSD.

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 warrant;

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 & BSD. Member from BSD 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 (BSD) 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 (BSD) 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 (BSD) 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 (BSD) 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, BSD to place it before Executive Directors' Committee (EDC) with ED (BSD) 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, BSD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) 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 (BSD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (BSD).

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 misbehaviour 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 / Contactors, etc. c)
For banning the business dealing with the Agency.

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

10 Appeal against the Decision of the Competent Authority

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

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

11 Review of the Decision by the Competent Authority

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

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

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

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring

Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

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

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