

Central Bank of India –Tender No **GEM/2025/B/6778015** for Procurement of VMware Cloud Foundation licences Supply, installation/ Implementation and support.



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

Tender No. **GEM/2025/B/6778015**

Request for Proposal (Bid) Document

For

Procurement of VMware Cloud Foundation licences Supply, installation/ Implementation and support.

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List of abbreviations

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BOM	Bill of Material
CBS	Core Banking Solution
CGST	Central Goods AND Services Tax
CO	Central Office
CSP	Cloud Solution Provider
DC	Data Centre
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTR	Goods and Services Tax Return
IGST	Interstate Goods and Services Tax
ITR	Input Tax Credit
JV	Joint Venture
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RO	Regional Office
SGST	State Goods and Services Tax
SLA	Service Level Agreement
TCO	Total Cost of Ownership
ZO	Zonal Office

*Interpretation: In this RFP document, the term bidder is used to mean prospective bidders but, in some clauses, it denotes the terms successful bidder/ vendor/service provider also, wherever applicable.

1. Invitation for tender offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank", intends to procure subscription VMware Cloud Foundation (VCF) Licenses Supply, installation/ Implementation and support.

Bank invites tender offers through Government e Marketplace (GeM) (Eligibility criteria and Commercial offer) from eligible Broadcom authorized channel partners for VMware Cloud Foundation (VCF) Licenses Supply, installation/ Implementation and support. as specifications mentioned in Annexure-1A.

The details are given below:

Tender Reference Number	Tender No. GEM/2025/B/6778015
Mode of bid submission	Government e- Marketplace (GeM)
Date of Issue of RFP	10/10/2025
Bid Security (EMD)	₹ 2,00,000/- (Rupees Two Lac Only)
e-mail IDs for sending queries and Last Date for submission of queries	sm1itsdr@centralbank.bank.in, cmitdars@centralbank.bank.in Mobile No 9838168416,9981166123 Queries to be submitted Latest by 15/10/2025.
Date and time for Pre-Bid Meeting	Date- 17/10/2025 Time- 15:00 hrs.
Last Date and Time submission of Bids Mode of bid submission & online portal's URL	10/11/2025 16:00 (04:00 PM)
Time & Date of Opening of technical bid.	10/11/2025 16:30 (04:30 PM)
Response Types	1. Bid Security + Eligibility Criteria 2. Commercial Bid
Address for Communication	Asst. General Manager-IT Central Bank of India Department of IT (DIT), 1 st Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614 Mail address: smitpurchase@centralbank.co.in,
Contact Telephone Numbers	022- 67123665, 67123669

If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working day of the Bank.

The pre bid meeting will be held in person with the bidders. The venue of Prebid meeting will be at Central Bank of India, 1st Floor Conference Room, Department of Information Technology (DIT), Plot No-26, Sector-11, CBD Belapur, Navi Mumbai- 400614

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only at and should be sent to designated email ID within stipulated time as mentioned & should be in the format as given in Annexure 17: Query Format. The Service Level Agreement with

the successful bidder will be executed as per the RFP document. Therefore, please note and ensure that all such queries are to be raised before bidding. Any query/ request for review of any clause of RFP/ SLA after the completion of bidding process shall not be entertained.

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, Eligibility Criteria or otherwise, must be in writing only and should be sent to designated e-mail ID within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises and Start-ups (which are not MSEs) are exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

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

Any tender received without Bid Security, 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.

Assistant General Manager-IT
Central Bank of India, DIT,
CBD Belapur, Navi Mumbai-400614

DISCLAIMER The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

2. Eligibility Criteria

The Bidder must fulfill following eligibility criteria to be evaluated in Tender. Non-Compliance of any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. The decision of Bank would be final and binding on all the Bidders to this document. Bank may accept or reject an offer without assigning any reason whatsoever.

S. No.	Eligibility of the Bidder	Documents to be submitted
1	Broadcom Authorized Channel Partners are eligible to participate in this tender	Broadcom Authorized Channel Partner certificate to be submitted
2	Bidder should be a Registered company under Indian Companies Act.1956/2013 and should have been in existence for a minimum period of 5 years in India, as on date	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office of the bidder.
3	The Bidder should be a reputed IT company having existence in India for at least 5 years as on 31/03/2025	Copy of the Certificate of Incorporation issued by Registrar of Companies
4	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
5	The bidder must have average turnover of minimum ₹5 Crore and OEM must have average turnover of minimum ₹20 Crore in IT business in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet of these three years at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.
6	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2022-23, 2023-24 and 2024-25)	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three FY
7	The bidder should have a positive net worth in one out of last three financial years (i.e. 2022-23, 2023-24 and 2024-25)	Certificate of the Chartered Accountant for three preceding FY
8	Bidder should neither have filed for insolvency/liquidation in any country including India nor any such proceeding should be pending against the Bidder.	Self-declaration on Company's letter by the Authorized Signatory in original
9	At the time of bidding, the Bidder/OEM 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 Eligibility Criteria/technical bid.	Submit the self-declaration on Company's letter head
10	At the time of bidding, there should not have	Submit the self-declaration on Company's letter

	been any pending litigation or any legal dispute, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services	head
11	Bidder/OEM should not have •NPA with any Bank in India/financial institutions. •Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank	Submit the self-declaration on Company's letter head
12	Bidder must have either their Registered office or their service support office/infrastructure at both the locations of Mumbai/Navi Mumbai and Hyderabad.	Submit self-declaration on Company's letter head.
13	Bidder should have experience of having supplied and implementation of VMware vSphere and VCentre Standard Edition or VCF in at least one of the schedule commercial Bank/PSU in India in last 5 years having minimum 1000 office/branches in India.	Credential letter Or Copy of Purchase Order/Contract Copy along with signoff document.
14	Exemption of EMD amount and document cost for MSMEs	The bidder having MSME OR NSIC Certificate valid as on the date of submission of bid, will be exempted from EMD amount. Copy of certificate should be submitted by bidder.
15	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

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

3. Bid Security

Prospective bidders are required to submit the Demand Draft drawn in favor of “Central Bank of India” payable at Mumbai, towards bid security of INR, ₹ 2,00,000.00/- (Rupees Two Lac only). The Bank may accept bank guarantee in lieu of Bid Security for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial bank in India, other than Central Bank of India. The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT/RTGS in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2025/B/6778015/6778015

The Bid Security shall be liable to be forfeited:

- (a) If a Bidder withdraws its tender during the period of tender validity (valid for 180 days from the last date of bid submission); or

- (b) If the Bidder does not accept the correction of its Tender Price; or
- (c) If the successful Bidder fails within the specified time to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required security deposit.

The Bid Security will be refunded to The Successful Bidder, only after delivering the licenses of VMware Cloud Foundation (VCF) along with proof of entitlement. The EMD of unsuccessful Bidders shall be returned as promptly as possible upon the completion of bidding process and declaration of successful bidder.

3A Performance Bank Guarantee

- i. As mentioned above, the Successful Vendor will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank, in the format given by the Bank, for **3%** of the total project cost valid for 24 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Vendor.
- 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 favor with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- iv. In the event of the Successful Vendor 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 vendor is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Vendor 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 Vendor for its failure to complete its obligations under the contract.
- vii. The Bank shall also be entitled to make recoveries from the Successful Vendor'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 Vendor under the contract. However, no interest shall be payable on the PBG.

4. Cost of Bidding

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

5. Authorization form

Bidders must submit a letter of authority (MAF) from M/s Broadcom that they have been authorized channel partner.

6. Scope of Work

The objective of this RFP is the successful Bidder will supply, installation and support of VMware Cloud Foundation (VCF) Licenses for 2 Year. Licenses may be renewed annually till completion of 2 years and extended further one year with the successful bidder with agreed Terms and Conditions at our Navi Mumbai and/or Hyderabad.

SNO	Activity	Weeks	Time Period for Completion
1	Supply installation/implementation and Support of VMware Cloud Foundation Licenses (VCF)	4 Weeks	Within 4 weeks of date of acceptance of the Purchase Order (PO) by the Successful Bidder

The scope of work will broadly cover the following.

BOM (Bill of Materials)

Serial Number	Description	Qty. (Cores)
1	VMware Cloud Foundation licences VCF-CLD-FND	300

- Subscription License should be in the name of Central Bank of India and can be used across the Bank. The licenses can be transferred from one platform to another during ATS/ Subscription period as and when required by Central Bank of India.
- Update/Subscription Services: The product update/subscription services should be provided to Bank during the ATS period.
- Product Support: VMware Cloud Foundation (VCF) Licenses Product Support services to be offered to Bank for direct access via both Telephone and Web to the Bank's technical analysts for problem resolution, bug reporting and technical guidance on a 24 x 7 basis. This service should be provided through telephone, fax, e-mail without any limitation.
- The latest versions as and when released should be made available to Bank within 2 weeks of release. Bidder should be required to co-ordinate and provide the latest versions and support for installation.
- Bank reserves the right to renew subscription services of "VMware Cloud Foundation (VCF) Licenses" for further one year after expiry of subscription period as per the mutually agreed terms between Bank and the successful bidder.

7. Delivery Schedule

The successful Bidder will procure the VMware Cloud Foundation (VCF) Licenses subscriptions in the name of the “Central Bank of India” and deliver the same within 4 weeks from date of acceptance of purchase order

8. Bid Submission.

- Bidders satisfying the eligibility conditions (mentioned in Eligibility Criteria) and General terms and conditions specified in this document and ready to provide VMware Cloud Foundation (VCF) Licenses., may submit their bid through Government e -Marketplace (GeM) on or before the timeline stipulated.
- Bidder should not be suspended by GeM in the last 6 months.
- All responses received after the due date/time be considered late and would be liable to be rejected. Government e Marketplace (GeM) 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 Bidder who lodges a late RFP response for any reason whatsoever.
- Bank will not accept the bid through any other mode except GeM.
- The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on GeM portal at the time of “final online bid submission The RFP response without proof of amount paid towards Bid Security are liable to be rejected.
- Bid Security / Earnest Money Deposit: “Earnest Money Deposit” shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) 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, or a Bank.
- Guarantee of an equal amount issued by a scheduled commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure- 11 Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

8.1 Opening of the Financial Bids:

Financial bid will be opened in Government e -Marketplace (GeM) portal.

8.2 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. 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.

9. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-9 duly stamped

with ₹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:

- Shri Anant Kumar [mail: anant_in@yahoo.com]
- Shri Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]

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.

10. Commercial Offer

Commercial Bid of only those vendors will be opened which have qualified on Eligibility Criteria. These qualified Bidders will participate in Reverse Auction process to be conducted by GeM / Bank. GeM / Bank will notify the date and time for participating in the online reverse auction process to the technically qualified Bidders. Contract will be awarded to L1 bidder identified in reverse auction process conducted through GeM.

In case one bidder is left commercially eligible, in such situation, Bank reserves the right to award contract to the L1 Bidder.

- The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure-2.
- The commercial offer should be in compliance with Technical configuration / specifications as per Annexure-1A.
- 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 inclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi,

insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder.

- e) The price is inclusive of taxes like Goods and Services Tax, which shall be paid as per actuals.

11. Evaluation and 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 will award the contract to the successful Bidder whose bid has been determined **through the Reverse Auction process conducted in GeM.**
3. In case, any of the successful bidder is unable to honor in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
4. Bank reserves the right to reject a bid offer under any of the following circumstances:
 - a) If the bid offer is incomplete and / or not accompanied by all stipulated documents.
 - b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
 - c) If there is a deviation in respect to the technical specifications of hardware items.
5. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

12. 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 this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

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

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or

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

13. General Terms

13.1 Payment Terms

Payment will be released by the Central office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under:

- a. Bank will make yearly on delivery, activation and commissioning of VCF Software Licences subscription. Payment may be made yearly, in advance, for appropriate year wise amount as mentioned in the proposal submitted by the vendor and accepted by Bank.

PERCENTAGE PAYMENT	MILESTONE
60%	On submission of documentary proof on receipt of Licences to bank from successful bidder.
40%	Successful activation to Required/Latest version of software and sign off from Bank Application / Tool

- b. Yearly advance payment of Software Licenses subscription will be made subject to submission of Bank Guarantee by vendor for the appropriate amount for that year.
- c. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS/Applicable taxes. The Successful Bidder to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

13.2 Fixed Price and Taxes

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

(B) 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 downward) 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. The applicable taxes will be paid as per actual in prevailing time. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

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.
- iii. 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.
- iv. 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.
- v. 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 Bidder 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.

13.3 Penalty Clause

The vendor must strictly adhere to the schedule for delivery of VMware Cloud Foundation (VCF) Licenses. Failure to meet the delivery schedule, unless it is due to reasons entirely attributable to Bank, may constitute a material breach of the Bidders performance. In the event Bank is forced to cancel an awarded contract (relative to this Tender) due to Bidders inability to meet the delivery schedule, Bank will take suitable penal action as deemed fit.

Penalties: The successful Bidder shall agree to a penalties structure in accordance with the following:

- a. For delay in delivery of Licenses: The successful Bidder shall be liable to pay up to 0.5% of the cost of licenses every week or part thereof, if the delivery of licenses is delayed beyond the delivery schedule of 4 weeks from date of Purchase Order subject to maximum 10% of the cost of licenses.
- b. The successful bidder will be required to submit the credit note amounting to the penalty amount which will be adjusted from the subsequent payments

14. Order Cancellation

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the Bid Security /Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the bidder against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, failure to fulfill the contractual obligations of the Purchase order etc., Bank may debar/blacklist the successful bidder from participating in future tender processes during the next three years.

Bank reserve the right to inform IBA/ other banks about blacklisting the Bidder in case of default in service or delay leading to financial or reputation loss, loss of time of the bank.

15. Indemnity

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

- i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in PO and/or
- ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in Purchase Order (PO) and/or
- iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
- iv. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in PO and/or

- v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
 - vi. Breach of confidentiality obligations of- the Bidder contained in this RFP or; any or all terms and conditions stipulated in PO and/or
 - vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.
2. The Bidder will have to, at its own cost and expenses, defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- i. Notifies the Bidder in writing; and
 - ii. Cooperates with the Bidder in the defense and settlement of the claims.
3. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, 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, trademarks, copyrights etc. or
 - iii. 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.
5. Indemnity would be limited to damages awarded in arbitration and shall exclude indirect, and incidental damages. However, indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

16. Liquidated Damages

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

2. The Liquidated Damages (LD) shall be 0.5 % of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or invocation of Bank guarantee. In this context Bank may exercise both the rights simultaneously or 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.

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

17. 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 and are governed by the outsourcing policy 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, and/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 may be 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 participant. NDA is a part of bid documents (Annexure 10). Payment will be released to the successful bidder only after execution of NDA with Bank.

18. 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.

19. 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, 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 but not later than within five calendar 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 endeavor to find a solution to the problem. However, 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. Further, mere existence of the force majeure situation, for example a pandemic situation, by itself is not sufficient to excuse the performance unless such situation actually makes it practically impossible to perform the obligations or the performance is not possible due to operation of law/rules or orders of any competent authority.

Notwithstanding above, the decision of the Bank regarding whether an event claimed by the bidder is an event of force majeure shall be final and binding on the Bidder.

20. Resolution of Disputes

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

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

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

The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, 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 satisfactorily, as per satisfaction of the Bank.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) 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. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

21. 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 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”.

22. Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment or employer-employee relationship 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 RFP 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 bank, 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 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 labor 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. 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

23. 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 favorable 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.

24. Execution of Contract and NDA

The bidder and Bank should execute

- i. 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
- ii. Non-disclosure Agreement.
- iii. The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the participant. NDA is a part of bid documents (Annexure 10). Payment will be released to the successful bidder only after execution of NDA with Bank.

25. Successful Bidder's liability

The Successful bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals. The Successful bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Successful bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights (if any) or breach of confidentiality obligations shall be unlimited. The Successful bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder. The successful 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.

26. 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.

27. 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, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The 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:-

- 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.
- 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 Bidder in conjunction with the services performed for the bank.
- Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to bidder, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
- Recognized the right of the Reserve Bank of India to cause an inspection to be made of a Bidder 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.

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 Bidder 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 without prior approval /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 without 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.

28. 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 as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the 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 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 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 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 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.

29. Termination

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

- (a) If the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- (b) If the Successful Bidder fails to perform any other obligation(s) under the contract.
- (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. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

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

5. Exit Option and Contract Re-Negotiation:

- (a) 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 10 days of receipt of purchase contract
 - ii. 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)
- (b) 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.
- (c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. 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 facility management.

30. Privacy and 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.

31. 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.

32. Compliance with Laws

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

33. 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.

34. Corrupt and Fraudulent Practices

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

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

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

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

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

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

35. 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.

36. 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.

37. Amendments to Bidding Documents

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

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

38. Period of Validity

Bids shall remain valid for 180 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

39. 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.

40. 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.

41. 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. If such bidder withdraws the bid, the Bank reserves its right to blacklist such Bidder from participating in future bid processes in addition to forfeiture of bid security amount deposited, if any.

42. Clarifications of Bids

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

43. 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, without assigning any reason, 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.

44. Sustainable sourcing Clause

The Bidder shall adhere to sustainable sourcing practices including but not limited to the use of environmental friendly material, ethical labor practices and compliance with relevant local and international regulations. The Bidder shall provide documentation or certifications demonstrating their commitment to sustainable sourcing upon request. Failure to comply with these requirements may result in contract termination.

45. 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.

46. Adherence to Cyber Security Policy

Vendors are responsible for complying with the security standards or desired security aspects of all the ICT resources in line with regulatory guidelines from time to time as well as Bank's IT/Information Security / Cyber Security Policy guidelines. Such guidelines will be shared with Vendor.

Vendor should ensure Data Security and protection of facilities/application managed by them. The deputed persons should be aware about Bank's IT/IS/Cyber security policy guidelines and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to fully compensate the bank of loss incurred by the bank.

Vendor has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The Service provider shall put in place necessary controls within its organization for maintaining confidentiality of the Bank's and its customer's data.

46a. Data / information which can be shared

The successful bidder is not permitted to share any types of data/information/customer data/information with bank's customer and/or any other party. The successful bidder will comply with the Digital Personal Data Protection Act, 2023 (DPDP Act) and amendments thereon.

47. Right to alter / delete Components and Quantities specified in the RFP

The Bank reserves the right to alter / delete the requirements (Components) specified in the Tender document. The Bank also reserves the right to alter / add the quantity from the quantity specified in the Tender.

48. Software Updates, Upgrades, and New Releases

- The bidder shall ensure that the software is kept up to date with the latest security patches, bug fixes, and minor version updates throughout the AMC/ATS period. The bidder shall manage the installation of updates and ensure that the software remains secure and compliant with industry standards.
- The bidder shall provide assistance for major software upgrades and version changes during the contract term, ensuring smooth transitions and minimal disruption to the Bank's operations. This includes assessing compatibility with existing systems and ensuring user training or documentation for any new features.
- All patches, upgrades, RBI/NPCI/Other regulators and government agencies' mandate changes and DPD-compliance updates delivered at no extra cost; deployment coordinated through DevSecOps pipeline.

49. Contingency plans:

Successful bidder should have a contingency plan(s) to ensure business continuity and testing requirements. Technical Support in restoration of Backup of Application and Database Servers as per DR Drill and Business Continuity Plan shall be reviewed on Quarterly / Half yearly basis

50. Authorization of Signature

The bidder must provide the name(s) of the authorized signatory/signatories who are permitted to correspond and engage with the Bank regarding document submission and other obligations during the bidding process and under the contract after the bid is awarded. A certified copy of the Board resolution, authenticated by the Company Secretary or Director(s), must be submitted, authorizing the designated official(s) to act on behalf of the company. Alternatively, a Power of Attorney, along with KYC documents, may be provided to demonstrate the authority of the signatory to sign documents, agreements, and contracts with the Bank. Additionally, the bidder must supply proof of signature identification for the authorized signatory/signatories, as required by the Bank.

51. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

52. Independent External Monitor (IEM)

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

- Sri Anant Kumar [mail: anant_in@yahoo.com]
- Shri Nirmal Anand Joseph Deva [e-mail: meghanadeva2022@gmail.com]
- a) IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- b) IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- c) Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.
- d) For any clarifications/issues, bidders are requested to contact with Bank's personnel in the below mentioned mail-id before contacting with IEM.
sm1itsdr@centralbank.bank.in
cmitdars@centralbank.bank.in

53. Sub-Contractor / Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship, co-employment, or joint employment between the Bank and the Service Provider. The Service Provider, in furnishing services to the **Bank** under this agreement, is acting solely as an independent contractor. The **Service Provider** does not undertake, by 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, the **Service Provider** has not, and is not, assuming any duty or obligation that the **Bank** may owe to its **customers** or any other person.

The **Service Provider** shall comply with all applicable rules, regulations, statutes, and local laws and shall not commit a breach of any such laws or regulations.

In respect of **sub-contracts**, if applicable, the following provisions apply:

- a. If required, the Service Provider shall provide complete details of any subcontractor(s) used for the purpose of this engagement.
- b. Notwithstanding the use of subcontractors, the Service Provider shall remain solely responsible for the performance and risk management of all obligations under this SLA, NDA, or Purchase Order. The Service Provider will remain liable for the failure or inability of any subcontractor to perform its obligations.
- c. The Service Provider shall be responsible for the payment of all dues and statutory contributions, including those related to labour laws, for its employees and subcontractors, as applicable.
- d. The Service Provider shall obtain the Bank's prior written consent before subcontracting or outsourcing any work related to the performance of this agreement. This applies to all or part of the outsourced activities.
- e. The Bank reserves the right to seek information from the Service Provider about the third parties or subcontractors engaged in the supply chain or any sub-contracted work.

54. Rejection of Bid

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person in each page and duly stamp.
- b. It is received other than online mode.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- e. It is evasive or contains incorrect information.
- f. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- g. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- h. Non-submission of Integrity Pact (IP).
- i. Price information should not be submitted along with technical bids, if submitted along with technical bid, offer shall be rejected as nonresponsive.

55. Warranty and AMC

1. The bidder shall provide Annual Technical Support (ATS) for software supplied under this RFP. The ATS shall cover both preventive and corrective maintenance, ensuring optimal performance throughout the contract period.
2. The bidder shall provide an Annual Technical Support (ATS) for all software licenses supplied for the RFP. The ATS services shall include:
 - a) **Preventive Maintenance:** Regular updates and upgrades, patches, and software enhancements to ensure the software remains secure, efficient, and compatible with evolving systems.
 - b) **Corrective Maintenance:** Timely troubleshooting, bug fixes, and resolution of any operational issues identified within the licensed software during the contract period.
3. The bidder shall provide corrective maintenance to address any software failures, bugs, or issues that affect the functionality or performance of the software. This includes, but is not limited to:
 - a. Bug Fixes: Resolving any identified software bugs or errors that may impact system performance or user experience.
 - b. Patches and Updates: Applying patches, updates, and version upgrades as required to maintain software functionality, security, and compatibility.
4. The bidder shall provide both on-site and remote support for troubleshooting and issue resolution, including:

- a. Help Desk Support: Provide a support desk with defined hours of operation to resolve software-related queries and issues.
- b. Escalation Procedures: Establish a clear escalation process for unresolved issues, ensuring that high-priority cases are handled quickly and efficiently.
5. For the critical issues hampering the working of entire system, the maximum resolution time for a maintenance complaint from the site of installation (i.e. time required for OEM maintenance engineers to report to the installations after a request call /e-mail is made or letter is written) shall not exceed 4 (four) hours. The service level is also applicable for any onsite OEM support required.
6. The bidder shall ensure that all software licenses remain compliant with the terms and conditions stipulated by the software vendors. This includes ensuring that the Bank's usage of software is within the licensed scope and that any additional licenses or renewals required during the term of the agreement are managed accordingly.
7. The BIDDER shall provide assurance that as and when any problem arises, the same would be rectified immediately by the BIDDER without any additional cost to the Bank.
8. The warranty and ATS of the software shall include all version upgrade, patches/fixes, upgrades, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities, RBI, NPCI, etc.) and maintenance support, troubleshooting, performance fine tuning, problem resolution for the Hardware, OS, software for total solution provided by the BIDDER.
9. Whether to extend the ATS contract after expiry of the tenure of the RFP shall be at the sole discretion of the Bank.
10. The Bank reserves the right to terminate the ATS after giving three months' notice.
11. If any hardware/ software goes out of support/ End of life/ sunset during the warranty/ ATS period, the same would be replaced by the next version of software/hardware without any cost to the Bank. Also, hardware/software replacements shall be done in a planned manner to ensure that no downtime is required on this account.
12. The bidder guarantees that all the software supplied by the bidder is licensed and legally obtained.

Check list for submission

Sr	Particulars	Bidders Remark Yes/No
1	Broadcom Authorized Channel Partner certificate	
2	Certified copy of the registration certificate as per Land Border Sharing Clause	
3	Certificate of incorporation	
4	Proof of registration with GSTIN	
5	Audited Balance sheets of last three years 2022-23, 2023-24 and 2024-25	
6	CA certificate for three years average turnover for financial years 2022-23, 2023-24 and 2024-25	
7	CA certificate for operating profit for last three financial years 2022-23, 2023-24 and 2024-25	
8	CA certificate for net worth for last three financial years i.e 2022-23, 2023-24 and 2024-25	

9	Self-declaration by the Authorized Signatory for not have filed for bankruptcy/Insolvency/Liquidation in any country including India on company letter head	
10	Self-declaration on Company's letter head should not have been blacklisted/debarred/	
11	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises	
12	Self-declaration on Company's letter head • NPA • Any case pending	
13	Self-Declaration on Registered office or their service support office/infrastructure at both the locations of Mumbai/Navi Mumbai and Hyderabad.	
14	Credential letter Or Copy of Purchase Order/Contract Copy along with signoff document experience of having supplied and implementation of VMware vSphere and VCentre Standard Edition or VCF in at least one of the schedule commercial Bank/PSU in India in last 5 years having minimum 1000 office/branches in India.	
15	Copy of certificate for Exemption of EMD amount and document cost for MSMEs	
16	Bid Security	
17	Annexure-I A – Technical Specification for VMware SUBSCRIPTION	
19	Annexure-1B Undertaking letter	
20	Annexure-2 Commercial Bid	
21	Annexure-3 Bidder's Information	
22	Annexure-4 Letter for Conformity of Product as per RFP	
23	Annexure-5 Scope of Work for Procurement of VMware Cloud Foundation (VCF) Licenses.	
24	Annexure-6 Undertaking of Authenticity for - Procurement of VMware Cloud Foundation (VCF) licences.	
25	Annexure-7 Undertaking for acceptance of terms of RFP	
26	Annexure-8 Manufacturer Authorization Form	
24	Annexure-9 Integrity Pact	
25	Annexure-10 Non-Disclosure Agreement	
26	Annexure-11 Bid Security Format	
27	Annexure-12 Guidelines on banning of business dealing	
28	Annexure-13 Performance Bank Guarantee	
30	Annexure-14: Undertaking of Authenticity for Products Supplied	
31	Annexure-15: Land Border Sharing Undertaking Letter	
32	Annexure-16 [Earnest Money Deposit / Bid Security Format]	
33	Annexure-17: Query Format	
34	Annexure-18 - Self-Declaration Regarding Non-Suspension by GeM in the Last Six Months.	
35	Annexure-19– Declaration / undertaking from bidder to comply with the Information and cyber security controls	
36	Annexure-20 – Information/Cyber-Security Measures/Controls for selected Service Provider	

Annexure - 1A Technical Specification for VMware Cloud Foundation Subscription licences VCF-CLD-FND.

Date: -

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

Reg: RFP for “**VMware Cloud Foundation Subscription licences VCF-CLD-FND**”, Deployment of License and ATS to the Bank.

Sr	Item / Particulars	Your Offer (Yes/No)	Deviation Remark if any /
1	Supply of “ VMware Cloud Foundation Subscription licences VCF-CLD-FND ” for Deployment of License, Supply, installation/ Implementation and support.		

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Annexure-1B Undertaking letter

Pro forma of letter to be given by all the vendors participating in the process of RFP of - Procurement of **VMware Cloud Foundation (VCF) Licenses**, on their official letterhead

To

Date:

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

Sir,

Sub Tender No: - Procurement of VMware **Cloud Foundation (VCF) Licenses**.

We _____(bidder name), hereby undertake that-

- We have not filed for bankruptcy in any country including India
- We have not been blacklisted/debarred by any Government Authority/Govt/IBA/RBI/PSU/PSE/ or Banks, Financial Institutes for any reason or non-implementation/delivery of the order at the time of bidding..
- We also undertake that, at the time of bidding, 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.
- legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- We also confirm that we are not a NPA holder in any Bank/Financial Institution in India
- WE confirm that no case is pending or otherwise, with any organization across the globe which affect the credibility of the Bidder in the opinion of Central Bank of India to services the needs of the Bank.

Yours faithfully,

Authorized Signatory
Designation
Bidder corporate name

Annexure-2 Commercial Bid

Commercial Bid Format

Amount in Indian Rupee including GST / Taxes

S.No	Product	Part Number	Quantity (X)	Annual Rate (INR) (Y)	Total Amount (INR) (X x Y)	GST	Grand Total $Z = (X \times Y) + \text{GST}$	TCO for 2 Year $(Z \times 2)$
1	VMware Cloud Foundation	VCF-CLD-FND	300	XX	XX	XX	XX	XX

* Licenses will be renewed annually, and payment will be made accordingly.

Commercial bid will be submitted with quoted price in GeM portal only.

Signature of the bidder with Seal

Annexure-3 Bidder's Information

Sr.	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address	
4.	Authorized Person for bid	
5.	Contact Details	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware items	
8.	Turnover (In Rs) 2022-23: 2023-24: 2024-25: (submit audited B/S for last 3 years)	
9.	Profit (In Rs) 2022-23: 2023-24: 2024-25: (submit audited P/L for last 3 years)	
10.	Whether OEM or authorized distributor	
11.	Number of service outlets across India	
12.	Good and Service Tax Number	
13.	Income Tax Number	
14.	Whether direct manufacturer or authorized dealers	
15.	Name and Address of OEM	
16.	Brief Description of after sales service facilities available with the bidder.	
17.	Whether all RFP terms & conditions complied with.	

Signature:

Name:-

Designation:-

Seal of company:

Date:

Annexure-4 Letter for Conformity of Product as per RFP

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

Sir,

Reg : Our bid for RFP for Procurement of **VMware Cloud Foundation (VCF) Licenses** .

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 supplied shall be as per the:-

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Procurement of VMware Cloud Foundation (VCF) Licenses .		
Scope of Work as Per Annexure – 5		

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

Dated at _____ / _____ day of _____ 2025

Date

Signature with seal
Name
Designation

Annexure-5 Scope of Work for Procurement of VMware Cloud Foundation (VCF) Licenses.

Sr	Broad Scope of Work	Compliance (Yes/No)
1	The Scope of the work is for - Procurement of VMware Cloud Foundation Subscription licences VCF-CLD-FND VMware Cloud Foundation (VCF) Licenses Supply, installation/ Implementation and support for 2 Year. Licenses may be renewed annually till completion of 2 years and extended further one year with the successful bidder with agreed Terms and Conditions	

The objective of this RFP is for procurement of VMware Cloud Foundation (VCF) **Licenses Supply, installation/ Implementation and support**. The successful Bidder will supply **VMware Cloud Foundation Subscription licences** at our Navi Mumbai/Hyderabad location. The scope of work will broadly cover the following.

- VMware Cloud Foundation (VCF) Licenses** should be in the name of Central Bank of India and can be used across the Bank. The licenses can be transferred from one platform to another during ATS period as and when required by Central Bank of India. Central Bank of India will continue to get ATS updates and support even in case the original **VMware license** supplied, and partitioning license are shifted to other platforms by Bank during the period of ATS.
- Update/Subscription Services:** The product update/subscription services should be provided to Bank with rights to VMware Cloud Foundation (VCF) product upgrades, maintenance releases and patches released during the ATS period.
- Product Support:** VMware Cloud Foundation (VCF) Product Support services to be offered to Bank for direct access via both Telephone and Web to BANK'S skilled staff of technical analysts for problem resolution, bug reporting and technical guidance on a 24 x 7 basis. This service should be provided through telephone, fax, e-mail and direct connection to Broadcom VMware Web Interface without any limitation.
- The latest versions as and when released should be made available to Bank within 2 weeks of release. Bidder should be required to co-ordinate and provide the latest versions.
- Bank reserves the right to renew subscription services of "VMware Cloud Foundation (VCF) Licenses" for further one year after expiry of subscription period as per the mutually agreed terms between Bank and the successful bidder.

Date

Signature with seal

Name/Designation

Annexure-6 Undertaking of Authenticity for - Procurement of VMware Cloud Foundation (VCF) licences.

SUB : RFP for Procurement of **VMware Cloud Foundation (VCF) Licenses.**

Ref : **Tender No GEM/2025/B/6778015-** Procurement of **VMware Cloud Foundation (VCF) Licenses.**

With reference to the - procurement of **VMware Cloud Foundation (VCF) Licenses**

We hereby undertake to produce the certificate from our OEM supplier in support of above 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.

Date

Signature with seal

Name

Designation

Annexure-7 Undertaking for acceptance of terms of RFP

SUB : RFP for Procurement of **VMware Cloud Foundation (VCF) Licenses**

Ref : **Tender No GEM/2025/B/6778015** Procurement of **VMware Cloud Foundation (VCF) Licenses**.

We understand that Bank shall be placing Order to the Successful Bidder inclusive of GST, other taxes are to be borne by the Bidder 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.

Date

Signature with seal
Name
Designation

Annexure-8 Manufacturer Authorization Form

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

To
The General Manager- IT
Central Bank Of India
DIT, Plot no 26, Sector-11
CBD Belapur, Navi Mumbai 400 614

Subject :- Undertaking Letter.

Ref : **Tender No GEM/2025/B/6778015- Procurement of VMware Cloud Foundation (VCF) Licenses.**

Sir,
We (Name of the Manufacturer) who are established and reputable provider of subscription services for certain software products ("Broadcom VMware products") with address....., do hereby authorize M/swith address To submit Bid to Central bank of India in response to their Request for Proposal for the VMware Products listed for the bidding of the above mentioned RFP.

Item No.	Product
1	VMware Cloud Foundation (VCF) Licenses (VCF-CLD-FND)

Our full support is extended to M/S In respect of VMware Products including supply, warranty and maintenance of our products. In case M/Sis not able to perform the obligations as per contract during the period of contract, being the Original Equipment Manufacturer, either we will provide the support services directly or through our other authorized service provider acceptable to Central Bank Of India, without any additional cost to the bank, provided valid agreements are put in place.

Thank you for your support and interest in VMware products, should you have any queries, Please contact us..

Yours Faithfully

Authorized Signatory

Name:

designation

Phone No.

Fax

E-mail

Annexure - 9 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) commits 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. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is attached herewith. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is attached as Annexure-18.

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 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 non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. 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.”

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

1. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

1.2 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.

1.3 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. 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.

3. Guidelines on Banning of Business Dealing

3.1 . Introduction

3.1.1 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.

3.1.2 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.

3.2. Scope

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.2.4 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.

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

3.2.6 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.

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

4. Definitions

In these Guidelines, unless the context otherwise requires:

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

Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

- a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

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

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

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

d) For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the ‘Competent Authority’ for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the ‘Appellate Authority’ in all such cases.

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the

Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.

e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

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

5 Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

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

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

7. Banning of Business Dealings

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

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

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

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

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

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

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

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

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

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

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries, but 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 misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

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

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

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

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

10 Appeal against the Decision of the Competent Authority

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

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

11 Review of the Decision by the Competent Authority

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

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

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

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

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

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

Annexure-10 Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2025.

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.

1. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable 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 the existence of ~~establishment~~ business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.
Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days of receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the

Receiving Party has complied with the obligations set forth in this paragraph.

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

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

For and on behalf of

Name of Authorized signatory:

Designation:

For and on behalf of

CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

Annexure-11 Bid Security Format

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

Dear Sir,

In response to your invitation to respond to your RFP for *Procurement of VMware Cloud Foundation (VCF) Licenses*, M/s _____ having their registered office at _____ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of _____ as listed in the RFP document.

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. 2,00,000/- (Two Lakhs Only) as bid security as required to be submitted by the Bidder“ as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees Two Lakhs 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 Rs. 2,00,000/- (Two Lakhs Only).
2. This Bank guarantee will be valid upto _____ (date of expiry of BG) 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= last claim date)

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-12 Guidelines on banning of business dealing

- | | |
|-----|---|
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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.
- 2.2. Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3. However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.
- 2.4. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5. These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

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

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the

department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-
 - i. Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
 - ii. Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by ED, GAD.
 - iii. If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the

Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.
- 6.15 (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.
- 7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, Inter-alia include:
 - i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.
- After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.
- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
 - Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) as Convener of the Committee.
 - The committee shall expeditiously examine the report, give its comments/ recommendations within twenty-one days of receipt of the reference by ED, GAD.
 - If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
 - On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
 - The decision of the EDC shall be communicated to the agency by ED (GAD).

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries, but Tender Enquiry (LTE) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

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

- 9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established.
 - b) For removing the Agency from the list of approved Suppliers / 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 have 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 interconnected Agencies.
- 12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

Annexure-13 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 Procurement of Procurement of VMware Cloud Foundation licences Supply, installation/ Implementation and support (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 -----

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

been fully carried out by the contractor and accordingly discharges the Guarantee.

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

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

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

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

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

10) Notwithstanding anything contained herein: -

- i) Our liability under this Bank Guarantee shall not exceed Rs-----/- (Rupees-----Only only);
- ii) This Bank Guarantee shall be valid up to------(date of expiry of guarantee);
- 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 of sixty days) .

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..... 2025 at

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

sd/-

Annexure 14: 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: Tender No. GEM/2025/B/6778015

With reference to RFP for Tender No- GEM/2025/B/6778015

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 suppliers 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:

Annexure 15: Land Border Sharing Undertaking Letter

Pro forma of letter to be given by all the bidders participating in the RFP Tender No. GEM/2025/B/6778015 on their official letterhead

Date:_____

To,

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

Sub: Tender No. GEM/2025/B/6778015 **RFP** for VMware Cloud Foundation licences Supply, installation/ Implementation and support.

Sir,

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. _____

Annexure - 16 [Earnest Money Deposit / Bid Security Format]

Date: -

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

Sir,

Reg: Earnest Money Deposit / Bid Security.

In response to your invitation to respond to your RFP for Supply of “VMware Cloud Foundation licences Supply, installation/ Implementation and support.” _____, M/s _____ having their registered office at _____ (hereinafter called the Bidder) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of _____ as listed in the RFP document.

Whereas the, Bidder has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of ₹2,00,000/- (Rupees Two Lakh Only) as bid security as required to be submitted by the Bidder, as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his/her proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of ₹2,00,000/- (Rupees Two Lakh Only) 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 ₹2,00,000/- (Rupees Two Lakh Only).
2. This Bank guarantee will be valid up to _____ (date of expiry of BG); 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 BG plus claim period, if any);

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

Yours faithfully,

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:

For and on behalf of _____

(Signature of the Bank Authorized Official with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:

Annexure 17: 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)

Annexure 18 - Self-Declaration Regarding Non-Suspension by GeM in the Last Six Months

Date

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Ref: Your Bid GEM/2025/B/6778015

Dated:

Dear Sir/Madam,

In response to the [Insert Tender/Request for Proposal Name and Number], I/We, the undersigned, hereby declare the following:

1. I/We, M/s _____, having our registered office at [Insert Address], confirm that we have not been suspended by the Government e-Marketplace (GeM) platform for any reason whatsoever in the last six (6) months prior to the date of submission of this bid.
2. I/We further affirm that this declaration is made after conducting necessary due diligence to ensure its accuracy and completeness.
3. I/We understand and accept that any false declaration or misrepresentation in this regard may result in immediate disqualification from the bidding process, termination of the contract (if awarded), and any other actions deemed appropriate by Central Bank of India.

Thank you for your consideration.

Yours faithfully,

[Authorized
[Name of the
[Designation]
[Contact
[Seal/Stamp of the Bidding Entity]

Authorized

[Signatory]
[Signatory]
[Details]

Annexure 19– Declaration / undertaking from bidder to comply with the Information and cyber security controls

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

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Re: : RFP for Procurement of VMware Cloud Foundation licences Supply, installation/ Implementation and support

Sir,

Further to our proposal dated _____, in response to the Request for Proposal _____(Bank’s tender No. hereinafter referred to as “RFP”) issued by Central Bank of India(“Bank”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with the Information and cyber security controls as per Bank’s and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

We abide with all clauses of Bank’s Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Dated this _____ by __20_____ Yours
faithfully,

Authorized Signatory

Name: _____

Designation: _____

OEM’s Corporate Name: _____

Address: _____

Email ID: _____

Phone Number: _____

Annexure 20 – Information/Cyber-Security Measures/Controls for selected Service Provider

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Re: : RFP for VMware Cloud Foundation licenses Supply, installation/ Implementation and support.

1. Incident Response and Management

Service Provider must have a mechanism/resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response. Service provider shall report all cyber incidents to the Bank immediately upon detection (if applicable).

Service Provider's BCP/DR capabilities shall adequately and effectively support the Service Provider's cyber resilience objectives and should be so designed to enable the Service Provider to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.

Service Provider is responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. Service Provider shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, informing the bank about any cybersecurity incident occurring in respect of the bank within 30 minutes of detection to early mitigate the risk as well as to meet extant regulatory requirements.

2. IT Risk Management

The Service Provider shall assist the Bank in adhering to compliance guidelines of the regulatory authorities and facilitate Bank from time to time. The Service Provider shall conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the information Technology (Amendment) Act 2008 (IT Act and IT Amendment Act) and the information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or information) Rules 2011 (Privacy Rules).

The Service Provider shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals. The Service Provider shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.



Central Bank of India –Tender No **GEM/2025/B/6778015/** for
Procurement of VMware Cloud Foundation licences Supply, installation/
Implementation and support

Dated this _____ by _____ 20____

Yours faithfully,

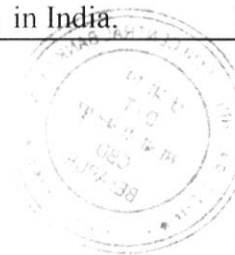
Authorized Signatory

Name: _____
Designation: _____
Bidder's Corporate Name: _____
Address: _____
Email ID: _____
Phone Number: _____

**** END OF THE DOCUMENT ****

Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
1	7	Eligibility Criteria(point No.1)	Broadcom Authorized Channel Partners are eligible to participate in this tender	Broadcom Authorized Channel Partners are eligible to participate in this tender Please relax this clause as this would enable more participation among bidders,which would lead to cheaper commercials, benefiting Central Bank of India.	No change.
2	13	Eligibility Criteria(Point No.13)	Bidder should have experience of having supplied and implementation of VMware vSphere and VCentre Standard Edition or VCF in at least one of the schedule commercial Bank/PSU in India in last 5 years having minimum 1000 office/branches in India.	Broadcom Authorized Channel Partners are eligible to participate in this tender Please relax this clause as this would enable more participation among bidders,which would lead to cheaper commercials, benefiting Central Bank of India. Please relax the clause to the following: Bidder should have experience of having supplied and implementation of VMware vSphere /VCentre Standard Edition or VCF in at least one of the schedule commercial Bank/PSU/State Government/Central Government in India in India.	No changes.

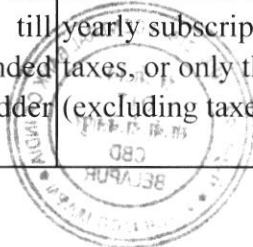
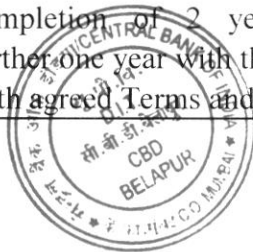


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Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
3	10	6.Scope of work	Supply installation/implementation and Support of VMware Cloud Foundation Licenses (VCF)	Please elaborate the Scope of work. Please confirm whether it require the Installation/Implementation of the Software also.	Currently Bank existing applications running on VMware vCentre and vSphere. To extend the further support from OEM. Bank intended to procure these VCF Licences for extension of Existing support of VMware vCentre and vSphere. In case of any fresh installation or changes required bidder has to implement the same without any Additional cost to the Bank.
4	39	Annexure-5(Broad Scope of work)	The Scope of the work is for - Procurement of VMware Cloud Foundation Subscription licences VCF-CLD-FND	Please confirm whether the PO will be for 2 years and Payment will be in yearly advance against Bank guarantee.	Initially PO will be issued for 2 years with yearly renewal option. Payment will be in yearly advance against Bank guarantee, if renewed.
5	15	13.1 – Payment Terms	60% On submission of documentary proof on receipt of Licences to bank from successful bidder.40% Successful activation to Required/Latest version of software and sign off from Bank Application / Tool	We request the Bank to consider 90% payment on delivery and activation and 10% post sign-off, as software subscriptions are OEM-licensed digital goods without extended delivery risks. This will ensure smoother financial flow and compliance with OEM terms. Kindly confirm if this is acceptable.	No Changes.
6	15	13.1(b) – Payment Terms	VMware Cloud Foundation (VCF) Licenses Supply, installation/ Implementation and support for 2 Year. Licenses may be renewed annually till completion of 2 years and extended further one year with the successful bidder with agreed Terms and Conditions	Please clarify if the Bank Guarantee amount needs to cover the entire yearly subscription value including taxes, or only the net base amount (excluding taxes).	Bank Guarantee amount covers the entire yearly subscription value including taxes.

Annex 1



Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
7	32-33	SLA – Resolution Time (Critical Issues)	1. For the critical issues hampering the working of entire system, the maximum resolution time for a maintenance complaint from the site of installation (i.e. time required for OEM maintenance engineers to report to the installations after a request call /e-mail is made or letter is written) shall not exceed 4 (four) hours. The service level is also applicable for any onsite OEM support required.	Considering dependency on OEM (Broadcom/VMware) for root-cause resolution, we request the Bank to revise the clause to: “OEM acknowledgment within 4 hours and resolution based on issue severity matrix (as per OEM support SLA).” Please confirm if this relaxation can be considered.	No Change. Existing Application and infrastructure are critical for the bank therefore bank requires timebound priority support from the bidder/OEM.
8	32	SLA – Termination of ATS	1. The Bank reserves the right to terminate the ATS after giving three months’ notice.	Please confirm that in such cases, the Bank will pay the vendor for the services rendered up to the effective termination date and not claim refund for the elapsed subscription period.	Bank will pay only for the services taken from the bidder up to the termination date as per RFP/SLA.

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Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

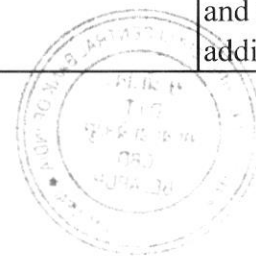
Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
9	18	16 – Liquidated Damages	1. The Liquidated Damages (LD) shall be 0.5 % of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or invocation of Bank guarantee. In this context Bank may exercise both the rights simultaneously or 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.	We request the Bank to consider capping LD to 5% of the delayed portion of the contract value (and not total contract value), as this RFP involves subscription licenses, where delivery timelines depend partly on OEM provisioning.	No Changes
10	19	19 – Force Majeure	For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, 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.	Kindly confirm if OEM-level force majeure events (such as vendor outages or product withdrawal) are also covered under this clause.	No Changes. Bidder should have back-to-back arrangement with OEM.

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Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
11	12	General – Bid Submission Timeline		We kindly request that the bid submission due date be extended by a minimum of two weeks from the date of issuance of the Pre-Bid Query Responses. This is to ensure that all bidders have adequate time to incorporate any amendments or clarifications arising from the responses and obtain required input or confirmations from OEMs. We request you to kindly consider this extension to facilitate comprehensive and complaint bid submissions.	No Change
12	10	BOM (Bill of Materials) e	a) Bank reserves the right to renew subscription services of “VMware Cloud Foundation (VCF) Licenses” for further one year after expiry of subscription period as per the mutually agreed terms between Bank and the successful bidder.	Request clarity in as per agreed terms	Bidder has to submit the bid for 2 Year. Subsequently bank has reserves right to extend further one year with the successful bidder as per the RFP/SLA terms and conditions agreed between the Bank and Successful Bidder.
13	10	6. Scope of Work	Supply installation/implementation and Support of VMware Cloud Foundation Licenses (VCF)	Query We request Bank to clarify if the new licences will be setup on new / existing hardware or is this RFP for renewal of existing licences.	Bank is having VMware vSphere and vCentre Licences. RFP has been floated for procurement of VCF Licences to extend the support the existing VMware vSphere and vCentre on existing Hardware. For other components/features and functionality of VCF licences to be enabled as and when required by the bank. Bidder has to install and configure the features without any additional cost.

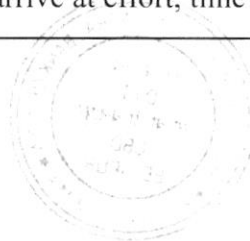


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Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
14	10	6. Scope of Work	Supply installation/implementation and Support of VMware Cloud Foundation Licenses (VCF)	Query If the above licences will be setup on new / existing hardware, we request CBI to provide the details of the hardware Number of locations, number of (<i>compatible</i>) nodes per location etc. This information is essential for us to arrive at effort, time and cost estimate.	Procured licences to be activated in Navi Mumbai and Hyderabad Locations for UAT, Development, Production and DR Setup.
15	10	6. Scope of Work	Supply installation/implementation and Support of VMware Cloud Foundation Licenses (VCF)	Query If the above licences will be setup on new / existing hardware, we request CBI to provide the details of the features and functionalities to be enabled. VMware vCF bundle is a comprehensive suite with features, functionalities (<i>such as SDS, Operations, Log management, Automation</i>) to name a few. Knowing Bank's expectations which is part of the SoW is essential for us to arrive at effort, time and cost estimate.	Currently Bank intended to extend the validity period of VMware vSphere and vCenter in existing setup. For other components/features and functionality of VCF licences to be enabled as and when required by the bank. Bidder has to install and configure the features without any additional cost.

Annex 2



Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
16	10	6. Scope of Work BOM (Bill of Materials)	b) Update/Subscription Services: The product update/subscription services should be provided to Bank during the ATS period	Query We request Bank to clarify if the update/upgrade will be applied remotely or does the bidder's engineer have to be present at CBI Mumbai DC.	Bidder has to provide onsite support in Navi Mumbai/Hyderabad Offices when required.
17	10 32	6. Scope of Work BOM (Bill of Materials) 55. Warranty and AMC	c) Product Support: VMware Cloud Foundation (VCF) Licenses Product Support services to be offered to Bank for direct access via both Telephone and Web to the Bank's technical analysts for problem resolution, bug reporting and technical guidance on a 24 x 7 basis. a. Help Desk Support: Provide a support desk with defined hours of operation to resolve software-related queries and issues. b. Escalation Procedures: Establish a clear escalation process for unresolved issues, ensuring that high-priority cases are handled quickly and efficiently.	Query We request Bank to clarify if the calls will be logged on bidder's helpdesk or directly on OEM support centre.	Bank may raise the request with Bidder or OEM as required. However, Bidder has the prime responsibility for the support.
18	11	7. Delivery Schedule	The successful Bidder will procure the VMware Cloud Foundation (VCF) Licenses subscriptions in the name of the "Central Bank of India" and deliver the same within 4 weeks from date of acceptance of purchase order	Query If the requirement is for renewal of existing licences, we request bank to provide due date of renewal.	Details will be shared with the successful Bidder while issuance of purchase order.

Annex 4



Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
19	11	7. Delivery Schedule	The successful Bidder will procure the VMware Cloud Foundation (VCF) Licenses subscriptions in the name of the "Central Bank of India" and deliver the same within 4 weeks from date of acceptance of purchase order	Seeking Clarification Also, we understand that in case of renewal, and if there is a delay in issue of PO, bank will follow the current renewal date. Please confirm or provide inputs.	Bidder has to provide licences within the timeline as per RFP and acceptance of purchase order. Date of activation/renewal will be shared with successful bidder.
20	31	55. Warranty and AMC	a) Preventive Maintenance: Regular updates and upgrades, patches, and software enhancements to ensure the software remains secure, efficient, and compatible with evolving systems b) Corrective Maintenance: Timely troubleshooting, bug fixes, and resolution of any operational issues identified within the licensed software during the contract period	Query We request Bank to clarify if these services will be delivered directly by the OEM service centre or by the bidder.	Bidder has the prime responsibility to provide all type of support in coordination with OEM.
21	31	55. Warranty and AMC	a. Bug Fixes: Resolving any identified software bugs or errors that may impact system performance or user experience. b. Patches and Updates: Applying patches, updates, and version upgrades as required to maintain software functionality, security, and compatibility	Query We request Bank to clarify if these services will be delivered directly by the OEM service centre or by the bidder.	Bidder has the prime responsibility to provide required fixes/patches/updates in coordination with OEM promptly.

Ans 4



Procurement of VMware Cloud Foundation Licenses Supply, Installation/Implementation and Support

Sr. No.	Page #	Point / Section #	Bank Clause	Query	Banks Response (Bidder Should not fill in this column)
22	32	55. Warranty and AMC	5. For the critical issues hampering the working of entire system, the maximum resolution time for a maintenance complaint from the site of installation (i.e. time required for OEM maintenance engineers to report to the installations after a request call /e-mail is made or letter is written) shall not exceed 4 (four) hours. The service level is also applicable for any onsite OEM support required.	Change Request For software related problems, entire dependence is on OEM. Software OEM do not provide any resolution committment. We request Bank to remove clause related to resolution if there is a bug/ issue / incompatibility found with the software.	No Change
23	32	55. Warranty and AMC	8. The warranty and ATS of the software shall include all version upgrade, patches/fixes, upgrades, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities, RBI, NPCI, etc.) and maintenance support, troubleshooting, performance fine tuning, problem resolution for the Hardware, OS, software for total solution provided by the BIDDER	Seeking Clarification We understand, bidder is not required to take part in problem resolution of the hardware / O.S. Bidder shall identify if the dependence lies outside the software supplied. The bank and the infra provider will take care of the rest of the activities. Please confirm or provide inputs.	Bidder has the responsibility for the product/software delivered to the bank as per the RFP.
24	39	Annexure-5 Scope of Work for Procurement of VMware Cloud Foundation (VCF) Licenses.	VMware Cloud Foundation (VCF) Licenses Supply, installation/ Implementation and support for 2 Year The objective of this RFP is for procurement of VMware Cloud Foundation (VCF) Licenses Supply, installation/ Implementation and support.	Query We request Bank to clarify if the new licences will be setup on new / existing hardware or is this RFP for renewal of existing licences.	Currently Bank intended to extend the validity period of VMware vSphere and vCenter in existing setup. For other components/features and functionality of VCF licenses to be enabled as and when required by the bank. Bidder has to install and configure above features without any additional cost.

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