



RFPfor Supply, Installation, Commissioning, Maintenance & Monitoring of 1000 Passbook Printer Kiosks along with Application Software, OS, Server hardware, Middleware, Antivirus and Remote Monitoring Solution under CAPEX Model

Tender #: CO: TXN:RFP:2017-18:689

Document Control Sheet

Name of the Company	Central Bank of India
Bid Ref No	Central Bank of India, Tender No. CO: TXN: RFP:2017-18:689 dated 08.02.2018
Date of commencement of issue of tender document	08.02.2018
Cost of the tender document	Rs.25,000/- (Rs Twenty Five Thousand only)
EMD (Earnest Money deposit) Amount	Rs. 25.00 Lakh (Rs. Twenty Five lakhs only)
Pre-Bid queries to be mailed by	16 February 2018 3.00 p.m
Pre-bid meeting with Bidder on queries raised	20 February 2018 3.00 p.m
Last Date and Time for receipt of Bids (Commercial & Technical)	28 February 2018 3.00 p.m
Date and Time of opening of technical Bids.	28 February 2018 4.00 p.m
Place of Opening of bids /pre-bid Meeting	Central Bank of India, Txn. Banking Dept., Ground Floor, Sorabji Bhavan, Homi Modi Street, 22, Fort Mumbai – 400 023.
Address for Communication	Deputy General Manager-Txn. Banking, Central Bank of India, Txn. Banking Dept., Ground Floor, Sorabji Bhavan, Homi Modi Street, 22, Fort Mumbai – 400 023. (cmitatm@centralbank.co.in, 022- 49197317/305 cmittxnbkg@centralbank.co.in 022-61648605 <u>dgm atm@centralbank.co.in</u> 022- 49197303)

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List of abbreviations

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BOM	Bill of Material
CBS	Core Banking Solution
CO	Central Office
DC	Data Centre
DR	Disaster Recovery
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PBPK	Pass Book Printing Kiosk
RFP	Request for Proposal
RO	Regional Office
SLA	Service Level Agreement
ZO	Zonal Office
PO	Purchase Order
Vendor	Successful bidder
OEM	Original Equipment Manufacturer
CGST	Central Goods AND Services Tax
SGST	State Goods and Services Tax
IGST	Interstate Goods and Services Tax
ITR	Input Tax Credit
GST	Goods AND Services Tax
GSTR	Goods AND Services Tax Return

SECTION – I

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

1. Central Bank of India, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Central Office at Chandermukhi, Nariman point, Mumbai 400021, (hereinafter referred to as 'the Bank'), invites bids from qualified bidders for Supply, Installation/commissioning, Maintenance & Monitoring of 1000 Passbook Printer Kiosks along with OS, Application software, Server hardware, Middleware, Antivirus and Remote Monitoring Solution
2. Bidder is required to pay Rs.25 lakhs (Rs. Twenty Five Lakhs only) as refundable Earnest Money Deposit in the form of crossed Demand Draft from a scheduled commercial Bank in favour of 'Central Bank of India, Tender No' Payable at Mumbai at the time of submission of bid. Cheque will not be accepted. No interest shall be paid on Earnest Money Deposit. Bids without Earnest Money deposit and tender document cost shall be rejected forthwith. EMD may also be paid in the form of Bank Guarantee (Annexure 1) from a scheduled commercial Bank for a minimum period of 12 months as per Bank's format.
3. **TENDER DOCUMENT COST:**
Bidder is required to pay a cost of Rs. 25000/= (Rupees Twenty Five Thousand only) towards the tender document cost which shall not be refunded under any circumstances. Tender document may be downloaded from Bank official website www.centralbankofindia.co.in and cost for the same must be paid by crossed demand draft favoring 'Central Bank of India, Tender No. CO: TXN: RFP:2017-18:689' payable at Mumbai along with submission of technical bid. The sale of tender document shall commence from 08th February 2018.
4. **EARNEST MONEY DEPOSIT (EMD)**
EMD will be refunded to the unsuccessful bidders after the completion of bidding process. The EMD of successful bidder/s shall remain with Bank till completion of the project. Failure to perform contractual obligation (partial or full) after award of the contract will lead to forfeiture of Earnest Money Deposit.
5. **SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:**
Successful bidder has to maintain refundable Security deposit of 2% of the total order value in the form of fixed deposit with the Bank for the entire period of contract. EMD money of the successful Bidder will be converted into the Security deposit and the balance amount has to be furnished as Security deposit. Lien in favour of the Bank will be noted. Bank will have the right to adjust the security deposit and recover any damages charges/ penalty imposed on the Bidder in case of non-performance of the contractual obligation by the Bidder. Successful bidder also has to furnish Performance Bank Guarantee in Bank's format (Annexure 14) issued by any Scheduled Commercial Bank in India, in favor of Central Bank of India for amount equivalent of 10% of the order value. Performance guarantee should remain valid during the currency of the contract. The guarantee should also contain a claim period of three months from the last date of validity period.
6. **PRE-BID MEETING:**
A pre-bid meeting with the Bidders who have paid for the tender document will be held on 20th February 2018 at 3.00 PM at Central Bank of India, Txn Banking Dept., Ground Floor, Sorabji

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Bhavan, Homi Modi Street, 22, Fort, Mumbai-23. The Bidders shall submit their queries in writing 3 days prior (Bank working days) to the day of pre-bid meeting. The Bidders may send their queries to our e-mail address cmitatm@centralbank.co.in & cmittxnbkg@centralbank.co.in. Only those Bidders who have paid the cost of tender document shall attend the Pre Bid Meeting. However bidders who choose not to attend pre-bid meeting can submit their offer by paying the cost of the tender at the time of tender submission.

7. LAST DATE OF SUBMISSION OF RESPONSE TO RFP:

The Last date of submitting the response to this RFP is up to 3.00 PM on 28th February 2018. Proposals submitted after the deadline will not be accepted. Bids are to be addressed and dropped at the address given below:

Deputy General Manager-Txn Banking
Central Bank of India, Txn Banking Dept.,
Ground Floor, Sorabji Bhavan,
Homi Modi Street, 22, Fort Mumbai – 400 023.

8. OPENING OF TECHNICAL BIDS:

The Tender opening committee will open the Technical Bids envelopes on 28th February 2018 at 4:00 PM . The bidders or their representatives are invited to participate in Bid opening process.

9. Integrity Pact- Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-13 on duly stamped of Rs 500. Integrity pact should be submitted by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

SECTION –II

EXISTING INFRASTRUCTURE IN THE BANK.

1. **Central Bank of India** is one of the leading nationalized Banks of the country and has a national presence through a widespread network of more than 4700 branches and offices spread across the length and breadth of the country. All the bank branches are under Centralized banking Solution. It also has a wide network of around 5000 ATM/CD(s) spread across the country. Bank has completed 106 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.
2. The Bank also has specialized branches for catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 3 Regional Rural Banks (RRB).
3. Bank has implemented Core banking Solution B@ns24 in all its 4700 plus branches, from Tata Consultancy Services Limited. In addition to this, various other systems/platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HRMS etc.

SECTION III

SCOPE OF WORK

1. Central Bank of India (hereinafter referred to as THE BANK) is looking for a vendor who can supply, install, commission, maintenance and monitoring of Pass Book Printing Kiosks (hereinafter referred to as PBPK) as well as the Application Software ,Middleware and Remote Monitoring Solution for smooth running of these Kiosks and their Monitoring in its entirety during the contract period. The vendor to maintains them during comprehensive warranty period of one year and post-warranty AMC for minimum 4 years including hardware part replacement viz. printer head, Barcode reader, plastic parts etc. without any extra cost to the Bank. The vendor should support the equipment for at least 5 years from the date of installation.
2. The Kiosks are to be installed in branch lobbies/ e-lobbies / Onsite ATM locations as per the site details provided by the Bank. Grouting of the terminals to be done after installation.
3. The Bank is planning to purchase 1000 Barcode & OTP based PBP Kiosks. If the Passbook is not having Barcode or barcode is not readable, the customer should be able to input his account number through the LED touch screen in the kiosk and authenticate the same through an OTP received through his registered mobile. The bidder needs to integrate PBP Kiosks with Bank's Core Banking Solution i.e. CBS for enabling both types (Barcode & OTP) of functionalities. The purchase order will be placed with successful L1 vendor.
4. Bank may at it's discretion place indent/order for lesser number of PBPKs as per business requirement and the selected bidder/vendor shall have no recourse in the matter. In no manner bidders will claim for implementation of full order quantity of 1000 terminals as per Purchase Order issued to vendor. However, Bank reserve rights to increase the order quantity by 25 % on the same terms and rates at its desecration as per Bank's business requirement and the selected bidder shall have to supply this additional quantity at the same price.
5. As per Bank's security policy, all Kiosks should be connected to CBS through a centralised middleware Server. The centralised server should be used for MIS reporting, Remote monitoring and patch management. The bidder shall provide central server with high availability (in DC and DR as per the requirement of the bank), which will be interfaced with CBS by the bidder. Bidder should develop Interface (middleware) with Bank's Core Banking Solution (CBS) through the Central Server at their own cost.
6. The central server and middleware should support at least 5000 PBP Kiosks and should be able to cater to concurrent requests from clients. Proper hardening of the server should be done as per the security policy of the Bank from time to time without any additional cost to the Bank. All the required licenses for the PBPK solution, including OS license, application licenses, client access license (CAL) etc are to be legally purchased and provided by the bidder for DC as well as DR. DR to be synchronized with DC.
7. The central server proposed by the bidder should be with Windows 2012 or higher / Linux OS (Latest edition with all patches). It is the responsibility of the bidder to purchase client

licenses (if required) and upgradation if any during warranty and AMC period without asking any additional cost to the Bank. However, the bidder should comply with respective OEM policy in terms of RFP requirement. Any bugs or upgradation of software / hardware and requirement from any regulator or by Bank, the selected bidder has to fix or develop or customize (minor or major) wherever changes required in middleware and in PBP Kiosks machines or in Remote Monitoring and Management System (RMMS) or in Operating System (OS) or in Hardware without any additional cost to the Bank.

8. If the OS supplied by the bidder in server/kiosk is declared out of support or vulnerable by the OEM/Regulator/Auditors / Bank, the bidder should upgrade the OS and related application without any cost to the Bank. At a later date if any noncompliance is observed, bidder will have to comply the same. If any penalty would be imposed, the bidder shall bear the cost including the cost of compliance if any. Bidder is required to submit an undertaking in this regard.
9. Bidder to arrange antivirus solution for the servers and Kiosks. The bidder needs to update the antivirus solution with latest patches from time to time without any extra cost to the Bank.
10. The bidder has to apply updated patches as and when released by the OEM of the Operating system during warranty and AMC period. Any observation raised by Bank's auditors from time to time on central server or kiosk machines should be rectified / fixed and closed by the bidder as per the security policy of the Bank within 1 week time after reporting, in all kiosks without any additional cost to the Bank.
11. The bidder should configure their central server application in DC and DR sites along with automatic replication of necessary data. The replication of data needs to be done in existing network infrastructure of the Bank. The bidder to carry out quarterly DR drills as per the schedule provided by the Bank during each quarter.
12. The successful bidder will take total responsibility for supply, installation of PBP Kiosks, making them operational , maintaining, managing and monitoring them.
13. The central server should be able to push updated version of client software/patches / anti virus updates remotely without any engineer visit to the sites. The pushing of such patches/updates should be done in the existing network infrastructure of the Bank. If patches/updates cannot be remotely pushed to any kiosk machine for whatever reason, the vendor has to send engineer to those branches to install the patches/updates without any extra cost to the Bank.
14. After issuance of PO, vendor to integrate the solution with CBS, complete the testing and conduct successful POC within 6 weeks from date of PO. Vendor to demonstrate fully ready solution with all functionalities specified in RFP at 2 POC locations in Mumbai / Navi Mumbai decided by the Bank within 6 weeks from date of PO. Bank reserves right to cancel the PO if the vendor cannot complete the PoC successfully within the specified time. Bank also reserve the rights to issue PO to L2 vendor at the same terms if the L1 vendor cannot successfully complete the POC within the specified time to the satisfaction of the Bank and L2 vendor is ready to match the L1 price.

15. Payments of any kind (pertaining to Servers/ Kiosk terminals/OS/Application software/middleware / other hardware/software etc)to be released only after successful POC at 2 identified locations. Payments pertaining to Kiosks , AMC of kiosks, consumable etc to be done by respective Zonal Offices. The payment towards Server hardware, Application Software, Middleware, integration charges, Antivirus, Facility Management charges, AMC/ATS of DC & DR hardware/software to be done at Central Office.
16. Vendor to deliver machines at sites only after successful POC. Bank give PO immediately after completion of tender process and vendor to accept the same within 5 working days. Delivery order along with site details will be given in lots after completion of successful POC and vendor to deliver and install machines within 4 weeks in those sites from date of delivery order.
17. Vendor to Brand machine before delivery at sites – Branding will be decided by the Bank and Branding should be free of cost.
18. The bidder should also undertake to customise display screens desired by bank in graphic mode in three languages (Hindi, English and the local language selected by Bank depending on the state where the machine is deployed) on touch screen format in PBP Kiosks without any extra cost. For example: In Kerala the screens will be in English, Hindi and Malayalam & in Maharashtra it will be in English, Hindi and Marathi. Bank will provide the contents to be displayed to the finally selected bidder in English only.
19. Branch officials will issue the passbook to the customers from the PBP Kiosks through Admin module or from the normal desktop printer available at the branch and thereafter the customer should be able to update the passbook through PBP Kiosks without any alignment issues while printing.
20. The bidder will also undertake to load Anti-virus and patch management solution in the PBP Kiosks without any extra cost. Further, the vendor is required to do hardening of both servers and the Kiosks as per security policy of the Bank. This has to be done before dispatching the machine to the branches. Further hardening if any required subsequently is to be undertaken by the vendor without any additional cost to the Bank.
21. The bidder should provide MIS reports like number of pass books issued in a day , number of hits per day, uptime etc., as per the Bank's requirement on a daily / monthly / over a date range basis. Bank should be able to know the up/down status of PBP Kiosks installed on remote location at any time. The MIS reports will be generated in the Central Server PBP Kiosks interfaced with CBS. Any application required for MIS report generation as per the bank desired format has to be provided by vendor. The MIS should be possible to download in Excel format. All monitoring reports should be configured on centralized server.
22. Performance Reports should be auto generated Region Wise & Zone wise by Central Server and be mailed to various Regional & Zonal Offices on day to day basis in addition to consolidated report with all region & Zone data to central office. The days on which the report needs to be send to regions and the time should be configurable in Central Server. Further, the vendor should provide the application which would monitor centralised servers and PBP Kiosks on realtime basis or near realtime basis to know the health of the machine.

The on-line monitoring should reflect the health of servers, memory utilisation, processor utilisation etc. Also, the error in any part of Kiosks with specifics to be reflected in the online monitoring. The said monitoring can be downloaded as report in excel.

- 23.** The bidder will ensure end to end integration of PBP Kiosks client machines with the central server.
- 24.** All software should be legally purchased and necessary document/certificate should be supplied along with machines.
- 25.** The middleware application for PBP Kiosks, Health monitoring application and MIS reporting application should be installed in the central server at DC and DR locations.
- 26.** The middleware application shall be capable of pushing patches/updates to PBP Kiosks client machines automatically from central server without the need of engineer visit to individual branches. The pushing of such patches/updates should be done in the existing network infrastructure of the Bank. If patches/updates cannot be remotely pushed to any kiosk machine for whatever reason, the vendor has to send engineer to those branches to install the patches/updates without any extra cost to the Bank
- 27.** The bidder shall give training to Branch Staff on fixing up of minor problems and for changing consumables like Ribbon / cartridges etc.
- 28.** The bidder shall provide single page posters which can be fixed at a suitable place in machine (visible to staff but not to customers) containing trouble shooting guidelines for minor problems.
- 29.** The bidder should provide one onsite resource at Central Office to monitor the status of PBP Kiosks and co-ordinate with service engineers and branches to rectify any complaints. Any change in this resource should be after approval from the Bank. The onsite resource should be deputed for a period 5 years during 1 year warranty and 4 years AMC period.
- 30.** The vendor should provide the system that would detect the breakdown / error / anomaly of the PBP Kiosks and should generate the mail to their network operating Centre (NOC) describing the fault under a copy to the branch, Bank officials (mail ids will be shared with the successful bidder). Accordingly, the vendor is required to lodge the call and the call number is required to be communicated to the branch as well as Bank officials. The vendor need not depend on the branch to lodge the call. MIS in the respect of number of calls lodged in a particular day, resolution of the calls pertaining to the days etc should be provided to the Bank.
- 31.** Besides the above, branches may lodge the calls through a centralized helpdesk provided by the bidder depending on the issues faced by the users.
- 32.** The vendor should provide MIS on number of calls lodged, type of calls branchwise on day-to-day basis, to analyse the type of calls on regionwise, zonewise etc by the Bank.
- 33.** The vendor should provide availability report (with reference to the time slot of each branch) on day wise, month-wise, quarter-wise to ascertain penalty calculation.

34. Presently, the pass books are designed to be common for both desktop passbook printer and PBP Kiosks. If there will be any change in passbook format due to statutory requirement, the necessary modifications in the application / kiosks are to be carried out by the selected vendor without any additional cost to the Bank.
35. The selected vendor will undertake shifting of PBP Kiosks within the city and outside the city if the Bank make a request for the same at the specified charges given in this document- (Section VI / Clause 23)
36. The selected bidder should have application for DC & DR data sync and replication tool on real time basis. The setup should be high availability at DC & DR. The bidder should conduct DR drill on quarterly basis as per the schedule being given by the Bank without any extra cost to the Bank. Daily / weekly/ monthly backup to be taken in harddisk and Dat drive / LTO tape. The vendor should make arrangement of backup and handover to bank on daily basis.
37. The selected bidder should upgrade the supplied OS in server/kiosk if the same goes out of support during the contract period without any additional cost to the Bank.
38. The system will have to be integrated with the existing Core Banking System of the Bank. In this direction, successful bidder will liaison and implement necessary configuration with the CBS vendor, network and other hardware vendors of the Bank.
39. In the absence of Barcode on the passbook, the customer should be able to input his account number and OTP for authentication through the LED/LCD touch screen. The vendor need to do the necessary integration with CBS to enable this functionality in the Kiosks in addition to Barcode reading functionality. There should be graphical and voice enabled customer interaction screens (bilingual) to guide the customer during Kiosk operations.
40. To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no extra marks will be awarded for higher up-gradations.
41. The bidder will have to provide the necessary interface to all the application software being run at kiosks, wherever required by the Bank. The bidder will be responsible for integration with CBS through Middleware.
42. The system should be capable of centrally pushing the Bank's advertisements, application updates, OS updates, Antivirus updates etc. to all the Kiosks.
43. One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface server, MIS, Call complaints/monitoring etc. Vendor is liable for a penalty of Rs 2,000/- per day on unavailability of the resource. This support is required for contract period of 5 (five) years. The resources will be at the disposal of the Bank.
44. The bidder will have to provide and deploy the necessary functionality for printing narration of PB entries in Hindi language, at no extra cost, so that the customers are able to print their transactions in Hindi language also. The translation to Hindi language will be provided by the Bank.

45. Bidder will have to provide inputs in the required format for incorporating in the dash boards of the Bank used by field functionaries and top executives at no extra cost to the Bank.
46. The locations for installation of PBPKs can be pan India and include Onsite ATM locations, Branch premises, e-Lobby spread across Metropolitan, Rural, Semi urban and Urban locations/areas.
47. Comprehensive Testing & PoC of PBPK including all functionalities and operations to be completed within the prescribed time of 6 weeks from date of issue of Purchase Order.
48. Vendor should ensure to install and regularly update a robust antivirus. Operating System patches must be regularly updated and a confirmation to the effect given to the bank
49. All regulatory/Statutory guidelines issued by RBI/ Regulatory authorities or any other such agency/organisation as regards to PBPK infrastructure to be complied with.
50. Bank may at its discretion depending upon requirement place order/indent for lesser number than what is defined in this RFP and the selected vendor shall have no recourse in the matter
51. Bank also reserves the right to place additional order for upto 25% of the quantity specified in this RFP and the selected vendor will be bound to supply the additional quantity including required services at the same rates.
52. Order will be placed with L1 bidder after reverse auction process. Bank reserve rights to further negotiate with the L1 vendor after conclusion of reverse auction.
53. The selected vendor(s) will be bound by the clauses of this RFP and subsequent SLA and penalties for deficiency of service will be payable as decided by the bank and the selected vendor will have no recourse in the matter.
54. Any loss suffered by the bank due to any malware attack or any other fraudulent method at the PBPK level will be recoverable by the bank from the selected vendor. As such the selected vendor will have to ensure that the PBPK provided meet all security requirements and have robust systems in place to prevent such incidents. The Vendor should supply equipment and related software which is free from embedded malware/Virus.
55. In case the selected vendor fail to initiate/execute the project as per defined timelines the bank may cancel the order to such selected vendor and place the order with the L2 bidder who participated in the bid process at it's discretion provided the L2 vendor is ready to match the price quoted by L1 bidder. In such circumstances bank will be within its rights to claim liquidated damages from the defaulting vendor.
56. Any penalty/fine or any other such claim by any statutory/regulatory/government authority for not complying with law of the land or guidelines by any such authority or agency imposed on the bank will be recoverable from the selected vendor and the selected vendor shall have no recourse in the matter.

- 57.** The selected vendor will have to execute Integrity Pact, SLA, Non Disclosure Agreement or any other agreement as specified by the bank within 30 days of issuance of PO.
- 58.** For connectivity to Kiosks, Bank's internal network connectivity to be used.
- 59.** Bank will provide I/O port and Power point at Kiosk locations, vendor to connect the kiosk to I/O and power point at its own cost
- 60.** Whitelisting of application in PBPKs

SECTION IV

QUALIFICATION CRITERION

1. The qualification for selecting a bidder will primarily depend upon the level of expertise and experience, capacity and capability of the Bidder to undertake a successful installation, integration and commissioning of PBPKs for the customers of the Bank. The qualification criteria for eligibility of the bidder to participate in the tendering process shall be as under:

2. Eligibility Criteria:

- 2.1. Constitution:

The bidder or the parent company should be a registered company/firm in India as per company Act 2013 or under any other Indian law and should have been in similar activity operation for a period of at least 3 year as on date of RFP.

3. Financial:

- 3.1. A Profit making company since last 3 years.

- 3.2. A minimum turnover of Rs.5 Crores per annum in last 3 years from Kiosk business alone.

In case the bidder is new venture promoted by well-established/ industrial house in India with expertise in similar activities (such as IT related support /service activities viz., Managed Services, Network Operating Center etc), the promoter company's /firm's past performance in terms of income & net profit shall be evaluated based on the eligibility criteria stipulated above in their field of business.

The bidder should have received at least one order from a scheduled commercial Bank, in India for similar services as stipulated in this RFP under scope of work and proof of their performance/track record to be submitted should be signed by not less than General Manager-IT/Head IT of the Bank Further, bidder's commitment, ability to provide similar infrastructure / facilities /services sought for in Bidder's qualification criteria and their ability to meet the technical specification as provided in the scope of work shall be reckoned for evaluation. Such companies should provide proof of their financial ability to execute the project.

4. Support Center :

- 4.1. The bidder should have their own support offices / resident engineers in major Centers, (which should include all the Cities/Centers where Bank's Regional Offices are situated and be able to provide & maintain equipments including all components/Add-On items in sufficient quantities with their operational support engineers in all these cities (List of Regional/Zonal Offices is placed at Annexure 11). List of support offices/resident engineers with complete address and contact details be provided to bank within 7 days from date of executing SLA.

- 4.2 In case any part of the work / process is required to be out-sourced by the successful bidder, the bidder shall seek prior approval of the Bank.

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4.3 The successful bidder must ensure and confirm due diligence / KYC / Physical verification of its own as well as the employees, its service providers / sub-contractors and must be able to provide documentary evidence for the same if required.

4.4 The bidder and OEM should not be currently black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.

5. Functional:

Original Equipment Manufacturers (OEM) of PBPK or their authorized distributors/ agents in India with at least 3000 installations in India of the proposed brand of PBPKs in the last 3 years. OEM or their authorized business partner must have an experience of supply, installation and maintenance of at least 3000 PBPKs in India during last 3 years. Vendor must integrate PBPK with the CBS solution of the bank and such integration will be at no additional cost to the bank.

6. The bidder should be an ISO 9001 & 14001 or above certified company with valid certificate
7. If Bidder (Authorised Partner) is not able to fulfill its obligation during the contract period, OEM will have to ensure support and services as per contract. An undertaking from the OEM to this effect must be submitted.
8. Bids should be for latest models and should not include models, which are marked to be withdrawn (End of Life) during the next 12 months and End of Support for next 60 Months.
9. The bidder shall be the owner / certified or authorized agent / reseller / Channel partner of the PBPK Hardware offered.

10. Bidder to provide following additional certificates:

1. ISO Certificate for manufacturing process
2. Certificate of compliance to all government guidelines regarding outsourcing of work if any, compliance to the Minimum Wages Act in terms of employees, service providers, sub-contractors etc.

SECTION V

INSTRUCTIONS TO THE BIDDERS

1. Two Bid System Tender

1.1. The Bids shall be submitted in two separate sealed envelopes, super-scribed as Technical bid and commercial bid, as the case may be.

1.2. Both of Technical & Commercial Bids must be submitted at the same time, in separate sealed envelopes super subscribing the full particulars as mentioned below at the Bank's given address.

1.3 Order will be placed with L1 bidder after reverse auction process. Bank at its discretion, may further negotiate with L1 vendor for arriving the final TCO.

2. All the envelopes must be super-scribed with the following information:

2.1. Type of Bid (Technical or Commercial)

2.2. Bid Reference Number Central Bank of India, Tender No.

2.3. Due Date

2.4. Name of Bidder

2.5. Address of Bidder

3. The Bank will not be responsible for payment to sub-Bidders.

4. Both the Technical and Commercial Bids should cover all activities involved in complete implementation and integration of the proposed solution.

5. These two envelopes containing the Technical and Commercial Bid should be separately submitted. Please note that if any envelope is found to contain both Technical and commercial bid, then that bid will be rejected summarily. All documents submitted with the bids must be properly bound and indexed. No loose papers should be submitted in the bids.

6. Bids received after due date and time will not be entertained; However, Bank's decision in this regard shall be final looking into the factual circumstance.

7. OPENING OF QUOTES:

7.1. STAGE –I:

Only the Technical Bids will be opened and evaluated. Those bidders satisfying the technical requirements of the solution as determined by the Bank and the eligibility criteria and accepting the Terms and conditions of this document shall be short-listed. If the bank is not satisfied with the technical specifications and/or the feasibility of the technical offers or the eligibility criteria, the offers will be technically disqualified. Such technically disqualified offers will not be taken for further processing and no correspondence shall be entertained in this regard. The technical offer must not contain any commercial offer. The technical offers found to be containing any commercial offer, shall be summarily rejected.

7.2. STAGE II:

In this stage, the Commercial Bids from only those bidders, which are technically qualified, will be opened.

8. BID LANGUAGE

The bid submitted by the Bidders with all enclosures and other supporting documents should be in English language with font size 12.

9. FORMAT AND SIGNING OF BID

An accompanying letter is required with the bid, which should be signed by an authorized signatory of the bidder.

10. AUTHORITY TO SUBMIT BID

Each tender will be submitted in the legal name of the Bidder and shall be signed and duly stamped by the Bidder or a person duly authorized to sign on behalf of the Bidder.

11. ELIGIBILITY CRITERIA

Only Bidders, who fulfill all the qualifications mentioned in 'eligibility criteria' of the tender are eligible to participate in the tender. The Bank reserves its right to relax or enhance the eligibility criteria depending on the merits and may accept/reject any or all of the offers without assigning any reason whatsoever.

12. TERMS AND CONDITIONS

Terms and conditions for the Bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the Bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful Bidder on the outcome of the tender process.

13. NON-TRANSFERABLE TENDER

This tender document is not transferable. Only the party, which has purchased this tender, is entitled to quote.

14. OFFER VALIDITY PERIOD

The offer should hold good for a period of 1 year from the date of the submission of the bid.

15. ADDRESS FOR COMMUNICATION

Offers should be addressed to the following officer at the address given below:

Deputy General Manager
Central bank of India
Txn Banking department, Ground floor,
Sorabji Bhavan Homi Modi Street,
22, Fort Mumbai – 400 023.

16. MODIFICATION AND WITHDRAWAL OF OFFERS.

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

17. OPENING OF OFFERS BY CENTRAL BANK OF INDIA

17.1. Technical bid will be opened by tender opening committee in the presence of Bidder's representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document.

17.2. The Bidder's representatives present shall sign a register of attendance.

18. PRELIMINARY SCRUTINY

18.1. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

18.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and The Bank reserves the right for such waivers.

19. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, The Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

20. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

21. DOCUMENTATION

21.1. The following information should be furnished along with the technical offer by means of printed technical brochures as per checklist provided.

21.2. Make and model numbers of all the items quoted `

21.3. Specifications of all items asked along with technical specifications table.

21.4. Version number in case of software packages. It is required to indicate if the software requires any particular version of the operating system for compatibility.

21.5. Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

22. CREDENTIALS:

The technical offer must contain credentials of the Bidder, which shall clearly indicate that the Bidder is eligible by all means in tendering process. The responsibilities to prove the eligibility of the Bidder to participate in the tendering process is on Bidder himself.

23. SUBMISSION OF TECHNICAL DETAILS

It is mandatory to provide the technical details in the exact format of Technical Details column given in the technical specifications. The Bank may not evaluate the offer in case of non-adherence to the format or partial submission of technical details as per the format given in the tender. The Bank will not allow/permit changes in the technical specifications once it is submitted. The relevant product information brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer Annexure 7)

24. MAKE AND MODELS OF THE EQUIPMENT

It is mandatory to provide make, model and part number of all equipment and their subcomponents as asked in the technical specification. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough.

25. FORMAT FOR TECHNICAL OFFER:

The technical offer must be made in an organized, structured and neat manner. Brochures , leaflets etc should be submitted as a bound document and not in loose form. The suggested format for submission of technical bid is as below:

- Index.
- Compliance Certificate (This should be as per Annexure 2)
- Bidder Profile as per Annexure 3
- Details of Track record as per Annexure 4
- Details of Service Centers as per Annexure 5
- Compliance checklist for qualification criterion as per Annexure 6 and 6A
- Technical Offers with specification as given in Annexure 7 completed with all columns filled
- Manufacturer's authorization form as per Annexure 9.
- Terms and conditions compliance table in the following format. This table must cover all the terms and conditions specified in the tender document.

Term No.	Short description of term	Complied Yes/No	Detailed explanation, about deviation, if not complied.
1			

- Warranty and AMC details (for all relevant schedules.) This should not contain any price information.
- Delivery and implementation as per project implementation schedule as specified in this document.
- Technical document (Product Brochures, leaflets, manuals etc) an index of technical documentation submitted with the offer must be enclosed.
- Systems software details.
- Valid Bank Draft as Earnest Money Deposit.

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- Bidder's financial details (Audited Balance sheet etc and other supporting documents as asked in the tender document).
- A statement that the Bidder complies with Payment schedule given in the tender.
- Masked price bid format (Annexure 17)

26. Technical Evaluation Process:

Technical evaluation of the response to the RFP based on the broad parameters (as indicated below) will be done by a committee. These parameters and weightages are only indicative. The Bank reserves the right to modify the parameters and weightages before opening of final Technical Bids.

Technical / Functional Evaluation Parameters	Maximum Score
Technical / Functional Specifications (Details as per annexure 16)	70
Product Presentation	10
Showing a live installation	10
Remote monitoring solution	10
Total	100

- Technical Evaluation Committee will evaluate the responses and due weight-age as mentioned by the bidder in their proposals during the demo /presentation of the proposed terminal and reference Site visits.
- Minimum 85% of the Total Score will be required by Bidder to qualify in the technical evaluation.
- Technical Evaluation Committee decisions on markings will be final and will be binding on all the bidders. No Communication regarding marks will be entertained.

27. FORMAT FOR COMMERCIAL OFFER

The Commercial offer must not contradict the technical offer in any way. The suggested format for submission of Commercial offer is as follows:

- Index
- Covering letter
- Commercial Version of Bill of Materials / Total Cost of Ownership -TCO (as per Annexure 8). This must contain all price information, including AMC details. This commercial offer should strictly adhere to our format and offers, which are not in that format, may be liable for rejection.

28. ERASURES OR ALTERATIONS

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Central Bank Of India may treat offers not adhering to these guidelines as unacceptable.

29. ALTERNATIVE OFFERS:

Submission of alternative / multiple offers by the same bidder is not allowed. The single offer submitted by a bidder should specify only a single solution, which is cost-effective and meets the tender specifications and should not include many alternatives

30. PBPK ROLL OUT

The Corporate Office of Central Bank of India is floating this tender. The installation of PBPK sites shall be at various locations throughout India.

30. COSTS & CURRENCY

The offer must be made in Indian Rupees only, including the following:

1. Basic Cost of equipment/machines/services.
2. Other charges / applicable taxes shall be paid on actual. Transit Insurance for 3 months to cover equipment shall be Bidders' responsibility.
3. All costs should be given in Figures and Words.
4. The rate would be based on fixed prices except GST (Goods and Services Taxes) that shall be payable as per applicable structure laid down under GST Law.

31. FIXED PRICE AND TAXES

(A) The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in applicable taxes, 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 service provider 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 service provider. The applicable tax shall be paid by the service provider to the concerned authorities.

2- Goods and Services Taxes (GST) and its Compliance

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

(a) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the

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existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

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

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

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

32. PRICE COMPARISON

Central Bank of India will consider the Five years TCO (Total Cost of Ownership) for the purpose of price comparison.

33.THE TOTAL COST OF OWNERSHIP

The Bidder will quote the rates as per the format enclosed in Annexure 8.

34. TCO period

The total cost of ownership (TCO)will extend for a period of 5 years reckoned from the date of commissioning of first PBPK.

35. SHORT-LISTING OF BIDDERS

Central Bank of India will create a short-list of technically qualifying Bidders and the indicative commercial offers of only these Bidders will be opened. These Bidders will have to participate in the Reverse Auction to arrive at the successful (L1) bidder. Bank will set the base price each line item wise . However, bidder shall bid on the TCO price. After the successful Reverse Auction, the bidder who emerged as the L1 bidder will submit the revised commercial offer in line with the lowest bids submitted during Reverse Auction. The price for each line item should be in line to the instructions as communicated prior to reverse auction.

For Example :-

Each Line wise item base price set by Bank say
Line item 1 total : Rs.A which is say P% of X
Line Item 2 total : Rs.B which is say Q% of X
Line item 3 total : Rs.C which is say R% of X

Total Cost of ownership (TCO) adding all line cost (A+B+C)- Rs. X.

After reverse Auction, the final price is Rs. Y (Y<X) .

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The Bidder has to submit the revised BOM on the final reverse auction price and the all line items breakup should be of the same percentage as provide prior to the reverse auction.

Bank at its discretion, may conduct further negotiation with L1 vendor after completion of reverse auction process.

The Bidder awarded the contract will be bound to sign SLA agreement based on the Terms & Conditions laid in the RFP and the subsequent clarifications/modifications/enhancements hereafter.

36. REPEAT ORDER:

The Bank reserves the right to place orders for additional 25% of the quantities specified in this RFP at the same terms and conditions within 1 year from the date of purchase order.

37. PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES:

The prevailing Purchase preference policy of the Government for Public Sector Enterprises as per CVC circular DPE13 (12)/2003 – Fin. Vol. II dated 18/07/2005 will be applicable. Preference will be given to PSEs at the lowest acceptable price. Under this policy, other things being equal, purchase preference will be granted to the PSEs at the lowest valid price bid (L 1), if the price quoted by the CPSE is within 10% of the L1 price. The Bidder availing this preference policy should claim and produce a proof of the same while submitting their offers.

38. BANK'S RIGHTS:

The Bank reserves the right to modify any part of the tender or cancel the RFP/tender before submission of bids

SECTION-VI

TERMS AND CONDITIONS OF THE TENDER

1. TECHNICAL INSPECTION AND PERFORMANCE EVALUATION

Central Bank of India reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of machines offered by short-listed Bidders.

2. PBPK DEPLOYMENT.

Selected Bidder will complete installation/commissioning of all 1000 Pass Book Printer Kiosks (PBPK) under CAPEX Model. Details of PBPK specification and technical specification is attached vide Annexure 7

Successful Bidder as part of project implementation should obtain acceptance certificate or sign off report (Acceptance tests include operationalization of PBPK and implementation of PBPK services as outlined in the RFP) from the concerned / base branch.

3. INSURANCE:

The Bidder is required to take comprehensive transit insurance for 3 months with Bank clause under electronic insurance policy for the machines installed at the site.

The equipment (hardware, software etc.)supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

Should any loss or damage occur, the selected Bidder shall:-

- i. initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

4. RIGHT TO ALTER QUANTITIES

Bank reserves the right to alter the quantities specified in the tender. Central Bank of India also reserves the right to delete one or more items from the list of items specified in tender.

5. BRAND OF PBPK, MANUFACTURER, MODEL

Bidders should offer a model that is state of the art, multifunctional, energy-efficient and which can be supported for a period of atleast 7 years after installation. Model numbers of machine quoted should be clearly mentioned. Deviations in technical specifications should be clearly indicated. Minor deviations from the specifications in the current models will not be a reason for rejection of the technical bid as long as the bidder indicates that it can provide the specifications sought by the bank.

6.PREDISPATCH INSPECTION:-

6.1 Bank may conduct the pre-dispatch inspection (PDI) of kiosks as a onetime inspection at the beginning of the project. However, Bank shall be free to carry out such inspection as and when required. The bidder shall make all necessary arrangement without any extra cost to the Bank for PDI.

6.2 The Bidder to give a categorical undertaking after the inspection that the inspected standard configuration will be maintained throughout the Contract period

6.3 Bank retains the right to oversee successful bidder's services; and that any regulatory agency including the Reserve Bank of India shall not be impeded from carrying out its supervisory functions and objectives as it may relate to the services provided by Bidder. Therefore Bank and Reserve Bank of India shall have access to all books, records and information of the bank available with Bidder and such information shall remain protected.

7. ACCEPTANCE TEST

The system is subject to an Acceptance test. Bidder has to arrange for performing the Acceptance Test in the presence of official of the Bank at the time of installation of the PBPK machine or any other date and time mutually acceptable to the bank and bidder. Acceptance test date will be the start date for warranty period/release of payment. Acceptance Test will have to be invariably performed by the Bidder after commissioning of the PBPK and in case of any deficiencies, the defective parts will be replaced / machine will be replaced by the bidder. Acceptance test will include physical, functional as well as technical testing.

8. ACCEPTANCE OF ORDER

8.1 The bidder shall give acceptance within 5 working days from the date of receipt of the order. Bidder should provide centralized email address/s for enabling the Transaction Banking department. Central Office to send the scanned copies of the Purchase Order through email. The date of sending such email will be deemed as the date of placing of order by the Bank. Bidders will respond by accepting the purchase order through email to the concerned Office maximum within 5 working days.

8.2 If email for acceptance of order/ any issue or query raised by the bidder before accepting the order, is not received within five days, then the PO will be deemed to have been accepted and in such cases the fifth day from the date of email of the Office will be deemed as the date of acceptance.

8.3 Upon receipt of Delivery Order, bidder will ensure a visit to the site for which Delivery Order has been placed, if required, by an engineer/company representative to study the feasibility of installation of PBPK at the site and also suggest to the branch by marking points for fixing prerequisites like I/O port and power point etc.

9. ACCEPTENCE AND PROJECT IMPLEMENTATION Schedule:

PBPK would be treated as accepted when it completes 24 hrs of successful operation or 50 transactions whichever is later.

Bank will identify and hand over two POC site (pilot sites) after issuing the order. Bank reserves its right to extend the pilot phase based on the implementation process and customization.

10.PAYMENT TERMS AND CONDITIONS:

10.1 The Bank shall make payments to the Bidder as follows:

Payments of any kind (pertaining to Servers/kiosk terminals/OS/Application software/middleware etc)to be released only after successful POC. Payments pertaining to Kiosks , AMC of kiosks, consumable etc will be done at respective Zonal Offices. The payment towards Server hardware, Application Software, Middleware, integration charges, Antivirus, Facility Management charges, AMC/ATS of DC & DR hardware/software to be done at Central Office.

All payments for PBPK shall be made by respective Zonal Offices under whose jurisdiction the PBPK location falls. As a proof, bidder will provide the concerned Zonal Offices, the following documents for the CDs & CRs installed:

- Invoice copy
- Order Copy
- PBPK installation certificate
- User Acceptance Test Report

The PBPK Installation and User Acceptance Test documents should be duly verified by the official from base branch / Regional /Zonal Office

10.2 PAYMENT TERMS:

- a. Kiosk Terminals : 20:40:30:10
[Delivery (20%) : Installation & Commissioning (40%): Three months after commissioning (30%): Three months after commissioning against PBG (10%)]
- b. Server hardware, middleware, OS, Antivirus, Application software & CBS Integration charges: 60:30:10
[Delivery, Integration, Testing & Commissioning (60%): Three months after commissioning (30%): Three months after commissioning against PBG (10%)]
- c. AMC/ATS / Facility Management resource charges : Quarterly arrears
- d. Zonal Office will reimburse the vendor every quarter for the costs incurred by them on the replenishment of ribbons / cartridges based on the actuals

Please note that all above payments will be subject to the bidder submitting Performance Bank Guarantee to the Bank upfront as per Clause related to Performance Bank Guarantee of the RFP document.

11. ANNUAL MAINTENANCE CONTRACT (AMC)

- a. The bidder is required to quote separately for Annual Comprehensive Maintenance from the date of expiry of one year of warranty period (post warranty). AMC will start from after expiry of one year warranty.
- b. Acceptance test date will be the start date for warranty period and warranty will be for one year from that date.
- c. The bidder must give firm commitment to provide maintenance at the price quoted in the Bill of Material (Total Cost of ownership). During the AMC period, bidder is required maintain, repair and replace any defective or failed component of the PBPK including the printer head at no additional cost to the Bank. The bidder is also expected to maintain the equipment supplied for at least 7 years from the date of acceptance by the Bank. The bidder shall have to ensure and comply the period in respect of term in detail as per mentioned in Scope of work under caption SECTION-III of this RFP.
- d. In the PBP Kiosk, only printer ribbon/cartridge shall be considered as consumable item. Passbook printer ribbon/cartridge, which requires replenishment, needs to be managed by the Vendor. Printer head will not be treated as consumable item and will be covered under warranty / Comprehensive AMC.
- e. During the AMC period, bidder is required to perform the Preventive Maintenance (PM) once every quarter and submit report without fail. Bank has got right to withhold the payment of AMC for non –performance or non-submission of PM reports.
- f. The Bank will pay the AMC charges for services rendered on a quarterly basis in arrears from the respective Regional /Zonal Offices on submission of PM reports .
- g. As comprehensive AMC is proposed the selected vendor will have to replace damaged/worn out components at no additional cost to the bank except in case of force majeure viz damage due to external factors (robbery, arson, rioting, willful damage). Damage due to electrical/voltage problems will not be in the scope of force majeure clause.
- h. **Preventive maintenance:** the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment, updation of latest antivirus and patches as per bank's policy once within first 15 days of the installation and then once within the first 15 days of every quarter during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter. The Bank may also schedule the preventive maintenance to an earlier date as per operational needs.
- i. All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.

- j. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- k. The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- l. The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
- m. It is expected that the VENDOR provides good quality hardware/ software which do not fall out of order frequently. Therefore, the maximum number of complaints in a year should not be more than Six times of the number of kiosks installed. The number of complaints as well as the penalty will be calculated for each Zone.
- n. All the kiosks should be connected to RMS all the time.
- o. One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface server, MIS, Call complaints/monitoring etc., faster resolution of issues at no extra cost to the Bank. Vendor to provide an experienced and competent person as resource. This support is required for contract period of 5 years. The resources will be at the disposal of the Bank.
- p. The Vendor should provide one additional kiosk to the Bank (to be installed at DIT Belapur) for testing purpose for the entire duration of the contract at no additional cost to the Bank. The Vendor will be responsible for the maintenance of the kiosk.
- q. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank
- r. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement
- s. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement
- t. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

- u. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.

12.PENALTY for implementation delay, Service level & downtime penalties

- a. For delay in installation of hardware/application software/OS, middleware, CBS integration, testing & POC : The activities to be completed within 6 weeks from date of PO to the vendor. The penalty for delay will be 0.5 % of the order value (with a cap of 10 % of the order value) for completed weeks beyond 6 weeks
- b. For transit delay (delay in delivery / commissioning of terminals at sites): Delivery, installation & commissioning to be done within 4 weeks from the date of delivery order along with site details : The penalty for the delay will be Rs.200/- per day per kiosk beyond 4 weeks (maximum 5000 per terminal).
- c. Service level & downtime penalty details are given in Annexure 10

13.INDEMNITY

The Bidder hereby indemnifies and agrees to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc. or such other statutory infringements in respect of all PBPK, Software etc. supplied by the Bidder as per Annexure 12.

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

In the event of any loss or damage at an PBPK for any reason whatsoever, Bidder shall be liable to the Bank for each such event and in respect of each Site at which such event occurs. If the Bank is in a position to recover a part of or the entire amount of loss suffered by the Bank from its insurance

claims and provided that the Bidder has reimbursed the Bank of the entire loss, the amount recovered by the Bank from the insurer shall be refunded to the Bidder.

The limit of losses suffered by Bank of customer on account of fraudulent transaction committed due to lapses of any security procedure or standards etc., shall be quantified to Rs.5 lac per PBPK per incidence. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

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

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

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

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

(i) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or

(ii) resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

- a) The Bidder has sole control of the defense and all related settlement negotiations.

b) the Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and

c) 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, consequential and incidental damages and compensations.

5. Indemnity would be limited to Court awarded damages and shall exclude indirect, consequential 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.

6. The Bank do hereby indemnify the Bidder, and should keep indemnified and hold the Bidder harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the Bidder as a result of:

a) third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software;

b) Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Bidder.

14. PUBLICITY

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

15. GUARANTEES

Bidder should guarantee all components are new. In the case of software, the Bidder should guarantee that the software supplied to The Bank is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation. The Bidder shall be fully responsible for manufacturer's warranty in respect of proper design, quality and workmanship of the equipment, accessories etc. covered by the offer.

16. SERVICE LEVEL AGREEMENT

The Bidder should execute a Service Level Agreement, 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. The Bidder will execute SLA within one month from the date of issue of Purchase Order. This RFP document and subsequent corrigendum/s (if any) will become integral part of SLA.

17. WARRANTY

The entire hardware equipment's, PBP Kiosks, associated software, application software, OS, middleware, Remote Monitoring solution etc. will remain under maintenance warranty for a minimum period of 12 months from the date of acceptance test of the site after installation & commissioning. The Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period and replace any defective part at no additional cost to the Bank. Date of acceptance test will be the start date of warranty.

18. Preventive maintenance

Bidder will carry out checking of health of PBPKs and submit the reports to the PBPK link Branch with a copy to the Controlling Office (respective Regional Office/Zonal office) on Quarterly basis. Bank has got right to extend the warranty period by quarterly basis for the non- submission of PM reports. Warranty should not become void if the Bank buys any other supplementary hardware / software from a third party and installs it within these machines in presence of the respective bidder. However the warranty will not apply to such third party hardware/software items installed by the Bank.

19.FORCE MAJEURE

The Bidder may not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify The Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by The Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, The Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of The Bank shall be final and binding on the Bidder.

20. DISPUTE RESOLUTION MECHANISM AND REMEDIES

In the event of a dispute or difference of any nature whatsoever between bidder and Central Bank of India during the course of the assignment arising as a result of this Agreement, the same will be referred for arbitration before a mutually agreed Sole Arbitrator failing which to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise three arbitrators. bidder and Central Bank of India will each nominate an arbitrator to the Board and these arbitrators will appoint the third arbitrator, who shall be the presiding Arbitrator. The decision by the arbitrator shall be binding and conclusive upon the parties, or their successors, assigns and trustees and they shall comply with such decision in good faith. Unless the award states otherwise, each of the parties shall bear the costs of arbitration equally. The language of the arbitration shall be in English and Venue of arbitration shall be in Mumbai only.

The Arbitration and Conciliation Act, 1996, as amended and in force and any Rules and Schemes framed there under shall govern the arbitration proceedings.

This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Mumbai for resolution of disputes arising out of the subject matter.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find expedient to do so.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, 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 are serving satisfactorily, as per satisfaction of the Bank.

The bidder acknowledges that if bidder fails to comply with any of its obligations hereunder, if Bank suffers any or all immediate, irreparable harm for which monetary damages may not be adequate. The bidder agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representation contained in this Agreement (including RFP/PO). 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.

21. Execution of NDA and Integrity Pact:

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-13 on duly stamped of Rs. 500. Integrity pact should be submitted by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

The Bidder should execute Non- Disclosure Agreement (NDA) and Integrity Pact as per Annexure 13.

22. ESCROW MECHANISM

The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Complete Solution for End to End solution for PassBook Printing Kiosks and all the 3rd party applications supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor.

The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the Complete Solution for End to End PassBook printing kiosks solution, and all other third party applications which have been duly reviewed by an external independent organization. The Escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or amalgamation or should the vendor cease, or give notice of intention to cease to provide maintenance or technical support service for the solution as required by the agreement.

23. SHIFTING OF KIOSKS

If Bank desires to shift the equipment to a new site and install it thereof urgently, the Vendor shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the Vendor shall carryout the shifting. In doing so The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the Vendor. Bank will bear the shifting charges. Shifting charges would be as follows: Rs. 1000/- to adjacent room/premises, Rs 5,000/- within city, Rs 10,000/- outside city within state, Rs 15,000/- outside state (including de-installation, shifting, and installation). However, vendor cannot charge for the shifting /relocations order placed before the equipment is delivered to Bank premises specified originally. The above shifting charges include transportation charges also.

24.REFERENCE CHECKS

Bidders are required to provide reference of the clients along with reference sites for whom they have provided similar solution. Bidder has to give authority to Bank to collect opinion from such clients. The Bank may contact these reference sites to obtain information on Services and Support being provided by the Bidder. Bidders will co-ordinate with the reference sites and arrange the visits on request from the Bank. The cost incurred by the evaluation team representing the bank, for the reference site visits, will be borne by the Bank.

25.LIQUIDATED DAMAGES

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

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

- Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation
- Delivery/Availability, but no installation of the components and/or software /No Integration
- System operational, but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per completed weeks (6 days will be treated as a week); and the maximum deduction is 20% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

26. Bidder's liability

Notwithstanding anything contained in this RFP document, the Bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting

from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited.

In no event shall the Bank be liable for any indirect, incidental 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 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.

27. Inspection, Audit and Review, Monitoring& Visitations

(a)Inspection, Audit and Review

All OEM/Vendor records with respect to any matters / issues covered under the Tender or subsequent Agreement 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 Bank's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

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

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

Access to books and records/Audit and Inspection would include:-

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

Banks shall at least on an annual basis, review the financial and operational condition of the VENDOR. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the VENDOR. Such assessment and reports on the VENDOR may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

(b)Monitoring

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

(c)Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

28. Cancellation of Order

The Bank reserves its right to cancel the Purchase Order at any time, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the Bidder to recover the damages. The Bank reserves its right to initiate any appropriate proceeding due to violation of the contractual obligation as per Agreement executed with vendor.

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 to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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 vendor, but disputed payment shall be adjusted by way of penalty from invoices or PBG.

4. Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving 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. Termination – Key Terms & Conditions

The Bank reserves the right to terminate the agreement with the Bidder / vendor at any time by giving ninety (90) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder.

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

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

6. CONSEQUENCES OF TERMINATION:

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], CENTRAL BANK OF INDIA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that

termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by CENTRAL BANK OF INDIA, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as CENTRAL BANK OF INDIA may specify including training, where the successor(s) is a representative/personnel of CENTRAL BANK OF INDIA to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

30. 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 specified time 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 Vendor 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 Vendor.

c. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Vendor at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Vendor's offer does not match such lower price. Notwithstanding the foregoing, the Vendor shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third party suppliers.

As aforesaid The Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Vendor can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

d. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services 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.

e. The Bank and the Vendor 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 Vendor to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

f. The Bank reserves the right to terminate the agreement with the Bidder / vendor at any time by giving ninety (90) days prior written notice to the Bidder.

31. Intellectual property rights

The Vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

The Vendor represents that a separate Agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Hardware or Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Vendor in performing its obligations under this Project.

If a third party's claim endangers or disrupts the Bank's use of the Software or Hardware, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Hardware or 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 Hardware or Software in any manner so as to avoid the infringement; or (iii) replace the Hardware or Software with a compatible, functionally equivalent and non-infringing product.

All third party software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Vendor as part of this RFP.

32. Confidentiality

"Confidential Information" means any and all information that is or has been received by the Vendor ("Receiving Party") from the Bank ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know

how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality for the term and thereafter.

Nothing contained in this clause shall limit Vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services, subject to strict confidential obligation, contemplated under this clause, provided further that the Vendor shall at no point use the Bank’s confidential information or Intellectual property.

The Vendor Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of centralized Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party / Bank or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party / Vendor on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document
- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party / Bank

- a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.
- b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
- c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
- d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- e. The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank
- f. The Vendor represents and agrees that during the Term of this RFP or until the Bank takes over the Deliverables from the Vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non functioning of Deliverables) is caused due to the willful act or gross misconduct of the Bank or any of its personnel as certified jointly by the Project Directors of the Parties. In such an event, the Vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP without any additional cost to the Bank.

- The restrictions in the preceding clause shall not apply to:

- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party / Bank contrary to the terms of this document); or any information which is independently developed by the Receiving Party / Vendor or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party / Vendor shall promptly notify the Disclosing Party / Bank of such requirement with a view to providing the Disclosing Party / Bank an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party / Bank and its disclosure hereunder shall not confer on the Receiving Party / Vendor any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank. The Vendor shall execute NDA (Non-disclosure Agreement) with Bank as format shared provided in this RFP.

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

33.Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative

penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder.

Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered.

Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

34.Independent Contractor:

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

35. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Vendors / 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 Vendors (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 Vendor 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.

36. Sensitive Information:

Any information considered sensitive must be protected by bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank systems which the Service provider may 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

37. 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; (iii) 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.

38. Privacy and security safeguards

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

ii. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.

iii. The Vendor hereby agrees that they will preserve the documents.

39. 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 RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

40. Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement.

All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract.

41. Compliance with Laws

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

2. Compliance in obtaining approvals/permissions/licenses: Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.

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

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

42. Bank Property

All data or information supplied by the Bank to the bidder in connection with the services being provided by bidder ('the software and Hardware') shall remain the property of the Bank or its licensors. All deliverables to the extent prepared by bidder hereunder for delivery to the Bank ('the Deliverables') shall be the property of the bidder and the bidder shall grant to the Bank a worldwide, non-exclusive, fully paid, royalty-free license to use, display, execute, reproduce, and distribute

copies of the Deliverables for its internal use only, to the extent necessary for the intended use of the Deliverables. Except as otherwise provided herein above, if the bidder discloses any data or information to any unauthorized party the bidder agrees to indemnify and hold harmless the Bank against all claims, causes of action, liabilities, losses, damages, costs, and resulting from such disclosure.

43. 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 Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. 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.

44. Survival and Severability:

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

45. Grant of License, Delivery, and Obligation

Subject to the terms and conditions of this RFP, Vendor grants perpetual licenses with unlimited capability use of license to the Bank, a License to the Software. Such License shall not be transferred, assigned, sublicensed by the Bank, or used by outsources of, the Bank.

The Bank (Licensee) shall be permitted to use the Software for the benefit of end users of the Bank (including authorized persons). at its present and future wholly owned subsidiaries, sponsored RRBs(if any), wholly owned affiliates, and wholly owned associates established by the Bank in the course of its ordinary business. The Bank shall also be permitted to use the software for Disaster Recovery Site, Test and Development, Training purpose. The license shall specifically include right-

A. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users.

B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.

C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change, has to be carried out by the Vendor free of any additional License charge or fees or expenses.

D. Operating System, Database and Application end of support should be compatible with new version in future.

The Bank shall not be held liable for and is absolved of any or all responsibility or claim/Litigation or penal liability towards civil or criminal proceeding pending or proposed before competent authority including court/Judicial/Quasi judicial authority or forum arising out of the use of any third party software or modules supplied by the Vendor as part of the project. Licenses shall be transferable to the resultant entity in the event of the Amalgamation or merged entity, without any additional cost to the Bank.

Grant of License-

The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates within India and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to independently sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person or separate Vendor Software from the deliverable in which they are incorporated for creating a stand alone product for marketing to others.

Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trademarks, trade secrets and any other form of intellectual property rights in and to software and its solution, any derivative works thereof , any enhancements , customizations, improvement ,modification made thereto as part of or in the course of performing the services hereunder, hardware and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in Project/Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software including software solution or any derivative works thereof , enhancements any customizations, improvement ,modification thereto,. Nothing contained herein shall be construed to preclude the Vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software including any or all Solution .

46. Performance Bank Guarantee(PBG)

The successful Bidder has to furnish a Performance Bank Guarantee (PBG) within 15 days from scheduled commercial bank 10% of the order value as guarantee for his/her (Bidder) Performance.. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. If, Bank invoke the Performance Bank Guarantee due to stated reason above said, vendor shall submit again PBG of the same amount as submitted earlier within 15 days. Non submission of PBG as per time scheduled deems to violation of the contract and bank shall take appropriate action.

47-Bank' Right- The Bank reserves its right to blacklist to concern Vendor to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP/Agreement

47- Duration of contract

The period of contract shall initially be for 5(five) years which may be extended for additional period of 2(Two) years on mutually agreed between the parties as per the existing terms, which may be renewed on annual basis as per satisfaction of the Bank . Decision for renewal shall be at the sole discretion of the Bank.

However, there shall be a yearly review of the performance of the vendor by the Bank.

48.Amendments

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract.

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ANNEXURE-1
BANK GUARANTEE
TO

Whereas _____ having its registered office at _____ (hereinafter called "the Bidder") has to submit its bid dated _____ for the supply, installation, maintenance and monitoring of Pass Book Printing Kiosks along with application software, middleware & remote monitoring solution etc, as specified in Schedule of requirement against Tender Reference NO. _____ (hereinafter called "the Tender")

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

The conditions of this obligation are:

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

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

Notwithstanding anything contained hereinabove;

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

Date this ----- day of ----- 2018 at -----

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

ANNEXURE –2

To

Deputy General Manager-Txn Banking
Central Bank of India, Txn Banking Dept.,
Ground Floor, Sorabji Bhavan,
Homi Modi Street,
22, Fort Mumbai – 400 023.

Dear Sir,

Ref: - COMPLIANCE CERTIFICATE: RFP for 1000 PASS BOOK PRINTING KIOSKS

Having examined the Request for Proposal (RFP) including all items, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the desired services including supply and maintenance of PBPBs in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid. If our Bid is accepted, we undertake to complete the Project within the scheduled time lines as specified in the Purchase Order. We confirm that this offer is valid for a minimum period of 1 year from the last date for submission of RFP to the Bank. (RFP closing date). This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and that using any type of influence shall be a disqualification for participating in the bidding process. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive. In case of our winning the contract and being given a purchase order we undertake to sign the Service Level Agreement within 30 days of the date of Purchase Order.

We have not been barred/black-listed by any regulatory / statutory authority and we have the necessary powers and all statutory approvals required, permissions, licenses and certificates to be appointed as a service provider and the same are still valid and subsisting. We agree to abide by all the terms and conditions specified in the RFP. Necessary costing has accordingly been considered in our commercial offer.

Signed Dated Seal & Signature of the Bidder

Phone No.:

Fax:

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ANNEXURE –3

BIDDER'S PROFILE.

1. Details of the Bidder and their Channel Partners

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S.No	Item	Requirement	Documents submitted yes/no	
1	Name of Company			
2	Postal Address			
3	Physical address of the Main office			
4	Telephone and Fax numbers.	Visiting card/letter head of the company.		
5	Constitution of the Company:	Sole Proprietorship / Partnership/ Ltd company. Certificate of commencement of business/Incorporation.		
6	Name and designation of the person authorized to make commitment to Central Bank of India.	Letter to this effect.		
7	Email Address			
8	Whether any of the family members of Directors/ Majority share holder/ Authorized signatory working with Central Bank of India.	If yes please submit details thereof.		
9	Year of commencement of Business			
10	GST number			
11	Income Tax PAN			
12	Whether manufacturer/authorized dealer/agent.			
13	Name and Address of manufacturer			
14	Location of Manufacturing facility			
15	Brief Description of facilities for manufacture, production, inspection, Testing and quality assurance.			
16	Brief Description of after sales service facilities available with the Bidder			
17	Income Tax Clearance Certificate Yes/No	Copies of Income Tax Returns filed During last – 3- years.		
18	Copies of the Audited Balance sheet and Profit & Loss Accounts of last –3- years (2014-15, 2015-16 & 2016-17)			
19	Average turnover of last –3- years period from Kiosk business. (Please submit auditor certificate if not clear from Audited balance sheet.			

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ANNEXURE –4

A. DETAILS OF TRACK RECORD:

Name of the client	Supply, Commission and managing of PBPK		Date of completion of delivery as per contract as well as actual		Contact person's name, Tel No. Fax No. And address
	Service	Quantity	As per contract	Actual	

B. DETAILS OF PAST CONTRACTS /ORDER EXECUTED.

C.

Name of client	Installation/Supply/Services Rendered	Date of completion of delivery as per the contract and actual execution of order		Contact person, Name and Telephone Numbers. Copy of order to be enclosed.
		As per contract	Actual	
	Supply, installation and commissioning of PBPK			
	Supply of middleware and Integration of the same with Bank's CBS system			
	Maintenance of PBPK			
	Remote Monitoring Solution			

The above terms and conditions are acceptable to us.

Seal of the bidder

Signature of the Bidder

CENTRAL BANK OF INDIA

ANNEXURE-5

DETAILS OF SERVICE CENTERS:

[illegible]

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ANNEXURE –6

COMPLIANCE CHECKLIST WITH QUALIFICATION CRITERIA.

Sl No.	Item	Yes	No
1	Whether bidder or the parent company are a registered company/firm in India as per company Act 2013 or under any other Indian law.		
2	Whether bidder is an ISO 9001 or above certified company with valid certificate		
3	Whether OEM is an ISO 14001 or above certified company with valid certificate		
4	Whether the company is in operation for a period of at least 3 year as on date of RFP.		
5	Whether a Profit making company since last 3 years.		
6	Whether a minimum turnover of Rs.5 Crores per annum in last 3 years from the kiosk business alone		
7	Whether the Bidder have their own support offices / resident engineers in major Centres, (which should include all the Cities/Centres where Bank's Regional Offices are situated and be able to provide & maintain equipments including all components/Add-On items in sufficient quantities with their operational support engineers in all these cities (List of Regional/Zonal Offices is placed at Annexure 11). List of support offices/resident engineers with complete address and contact details be provided.		
8	Whether Original Equipment Manufacturers (OEM) of PBPKs or their authorized distributors/ agents in India with at least 3000 installations in India of the proposed brand and model of PBPKs in the last 3 years. OEM or their authorized business partner must have an experience of supply, installation and maintenance of at least 3000 PBPKs during last 3 years.		
9	Whether a reputed PBPK brand in India for quality and reliability (the Bank will make independent enquiries with users of these brands).In case the bidder is new venture by established/industrial house in India with expertise in similar activities (such as IT related support/service activities mismanaged services, network operating center etc.) The promoter's company / firms past performance in terms of income and net profit shall be evaluated based on the eligibility criterion stipulated above in the above in their field of business. The bidder should have received at least one order from a public sector Bank in India for similar services as stipulated in this RFP. Further, bidder's commitment, ability to provide similar infrastructure/facilities/services sought for in bidder's qualification criterion and their ability to meet the technical specifications as provided in the scope of work shall be reckoned for evaluation. Such companies should provide proof of their financial abilities to execute the project.		
10	Whether PBPKs proposed are capable of the meeting functional (transactional) requirements outlined in this RFP document. Whether the Bidder will demonstrate / substantiate all claims made in the Technical bid to the satisfaction of the Bank, the capability of the machine to support all the required functionalities at their cost in their lab /office/ in any other organization where the function is in use.		

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11	Whether terms and conditions laid in this RFP are acceptable to the bidder.		
12	Whether Capable to integrate with the Bank's CBS solution		
13	Whether bidder has integrated PBPKs to any Bank's CBS system earlier (The cases where Bank is doing integration to PBPKs supplied by vendor not to be included)		
14	Whether the bidder and OEM is NOT currently black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect.		

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ANNEXURE –6 A

COMPLIANCE CHECKLIST WITH QUALIFICATION CRITERIA IN CASE OF A NEW VENTURE.

SINo.	Item	Yes	No
1	Whether bidder or the parent company are a registered company/firm in India as per company Act 2013 or under any other Indian law.		
2	Whether bidder is an ISO 9001 or above certified company with valid certificate		
3	Whether OEM is an ISO 14001 or above certified company with valid certificate		
4	Whether the company is in operation for a period of at least 3 year as on date of RFP.		
5	Whether a Profit making company since last 3 years.		
6	Whether the bidder has received at least one order from a scheduled commercial Bank, in India for similar services as stipulated in this RFP under scope of work.		
7	Whether proof of their performance/track record is enclosed duly signed by not less than General Manager-IT/Head IT of the Bank.		
8	Whether minimum turnover of Rs.5 Crores per annum in last 3 years by the promoter company from kiosk business alone		
9	Whether the Bidder have their own support offices / resident engineers in major Centres, (which should include all the Cities/Centres where Bank's Regional Offices are situated and be able to provide & maintain equipments including all components/Add-On items in sufficient quantities with their operational support engineers in all these cities (List of Regional/Zonal Offices is placed at Annexure 11). List of support offices/resident engineers with complete address and contact details be provided. .		
10	Whether Original Equipment Manufacturers (OEM) of PBPKs or their authorized distributors/ agents in India with at least 3000 installations in India of the proposed brand and model of PBPKs in the last 3 years. OEM or their authorized business partner must have an experience of supply, installation and maintenance of at least 3000 PBPKs during last 3 years.		
11	Whether the bidder or their partners have a primary managed center in India to execute the PBPK management services related activities as prescribed in the scope of work. The secondary center may be located abroad.		
12	Whether PBPKs proposed are capable of the meeting functional (transactional) requirements outlined in this RFP document. Whether the Bidder will demonstrate / substantiate all claims made in the Technical bid to the satisfaction of the Bank, the capability of the machine to support all the required functionalities at their cost in their lab /office/ in any other organization where the function is in use.		
13	Whether terms and conditions laid in this RFP are acceptable to the bidder.		
14	Whether Capable to integrate with the CBS solution of the Bank		

ANNEXURE –7

PBPK Technical Specification Details & Service level requirements

Brand of PBPK:

Manufacturer:

Model:

Bidders should offer their best and latest model PBPK, which will meet Bank's requirement and comply with RBI guidelines also.

1.Performance

It should not take more than 5 seconds to print a page full of transactions. This should be the USP of the solution and should be met.

2. Scalability

Bank is in the process of setting up 1000 PB printer kiosks . The solution shall aim at centralized roll-out of the software and minimum intervention shall be expected at branch for setting up of kiosk in respect of software implementation. The server hardware, middleware and application should be able to support 5000 PB printer kiosks

3.Security

Security norms shall be adhered as per the Banks IS policy. Software-solution shall be subjected to IS (Information Security) audit. The entire dataflow should be secured and encrypted as per Bank's requirement at different stages. Whatever changes are required/ controls and checks required to be built-in in the software for meeting IS Policy provisions would be part of the scope (without any extra cost to the Bank).

4. Maintainability

Proper version control shall be maintained for the software solution.

5. Usability

The solution shall be user-friendly with ease of use.

6. Multilingual Support

At present Bank is going ahead with only two languages (viz. Hindi & English). However, system should have the capability of meeting future requirements of regional languages, if the Bank decides to do so. Multilingual support (text and audio) shall be provide by the vendor without any additional cost to the Bank.

7.Auditing & Logging

All important transactions should be available for audit trail. Logs should be generated for different stages of transactions. Customer-sensitive information should be strictly encrypted even in the logs.

8.Availability

High availability shall be expected in respect of hardware at the component level.

9. General Requirements

Post implementation support including rectification of defects and small enhancements without extra charges to the Bank/ at no commercial cost to the bank. Vendor should be able to provide onsite Post implementation support (including L2 Service Desk at Sorabji Bhavan/DIT Belapur Mumbai). Support SLAs based on severity of disruption/ defect and desired TAT would be signed by the selected bidder with the Bank.

Must comply with Information Security policy of the Bank. Modification of the code/ incorporation of the checks & controls as per Bank's Information Security policy would be part of the scope.

The LI vendor selected on the basis of commercials have to conduct POC at 2 locations in Mumbai/Navi Mumbai for integration of their software (including UAT) with bank's CBS system & network without any commercials / extra cost to the Bank. Adequate technical resources will be deployed by the selected bidder at DIT, CO, CBD Belapur for the integration process.

Application development/ customization/ integration including testing of all functionalities required and POC should be completed within 6 weeks from the date of issuance of purchase Order.

Availability of technical maintenance support at the proposed PassBook printing kiosk locations to be provided by the bidders.

No licensing requirements for any software/ utility (other than provided by the selected bidder) should be required to be procured by the bank for deployment of software at bank's backend/ at proposed kiosk locations.

The vendor will have to customize the product/ solution to suit the requirement/ processes of the Bank.

The deployment at 1000 branches/e-lobbies will have to be covered within strict timelines to be informed by the Bank at RFP stage.

NDA & SLA shall be signed with Bank by the selected bidder(s) within 1 month from date of issue of Purchase Order.

10. Hardware & other requirements

- a. The Hardware equipment (servers etc) shall be the latest, ergonomically designed, with less footprint, able to be accommodated inside the existing racks in DC & DR, flexible etc.
- b. Pass Book Printing kiosk with barcode scanner (PB printer & Bar code scanner should be of same make) – 1000 Nos
- c. All Kiosk equipment supplied should bear branding as decided by the Bank. Branding artwork will be provided by the bank and branding will have to be done on the kiosks without any extra cost to the bank
- d. The other requirements are:
 - I. Compatibility of all devices supplied with the proposed solution is the responsibility of the selected bidder.

- II. The Kiosks should be capable of supporting a third party software agent.
- III. Built in auto software and OS recovery module in case of any OS or application failure.
- IV. The Production and Testing Hardware will be hosted at a specified location(s) of the Bank. All the hardware components should be IPv4 and IPv6 compatible.
- V. Technical specifications of offers shall be enclosed with comparative statement, if any. To meet the 99.99% up-time of the equipment, the spares maintenance policy should also be specified.

11. Software requirements

The software components used in various Kiosks are as under:-

- a. Passbook printing application. Passbook printing solution wherein Customer can update the transaction history or Printing can be done for unprinted transactions or adhoc transaction. – (Software licences, if any, with licencing model for operating the entire system).
- b. Middleware (for integration with CBS, Remote monitoring, Reports generation, Centralized patch control etc capable of meeting the requirement specified in the RFP.)
- c. Centralized Kiosk Monitoring and Management System with MIS reports and dashboards Monitoring Solution.
- d. Call Log system / Helpdesk.

12. Please note that the configuration given below is the minimum configuration. Higher configuration may be provided.

Process Overview

- Customer would walk in the lobby/ branch where this Kiosk would be placed and place the passbook in the printer slot.
- Each of these passbooks will have a barcode affixed on it. This barcode would have account related information which would be read by the barcode reader and transaction details would be fetched from the bank's CBS system.
- The same details would be printed on the passbook. Customer has to place the blank sheet where transaction details has to be printed
- At each stage a voice enabled graphic as well as written (bilingual) instructions will be displayed on the screen for customers
- In the absence of barcode on the passbook / or display screen prompts the bar code is not readable, customer will get option to input his account number on the LED touch screen of the kiosk. The LED display will prompt the customer for OTP for authentication process to access the account related information and printing of transactions details. The Pass Book will be updated if the OTP authentication is successful.

Minimum Specifications required are:

Sl. No.	Technical Specifications / Requirements	Yes / No	Remarks
1	KIOSK PROPERTIES		
	Exterior: Height- 5'2" – 5'7" feet, Width- Max 2'25" feet, Depth- 2'25" feet		
	Touchscreen: Lower point of Touchscreen should start from Height 3'7"- 4'5" feet		
	Passbook Printer: Height from base 3-3'7" feet		
	Keyboard and mouse for maintenance purposes and the same are to be placed inside the kiosks or as decided by the Bank		
	Mounting Type: Floor Mounted		
	Mobility: Plug and Play		
	Wake on LAN, Audio line out, Line in, Speaker (external)		
	Sheet Metal: IS513 Draw material or equivalent to 1.6 mm		
	Powder coated		
	Provision to bolt the kiosk to floor (Grouting)		
	Strong mechanical key lock		
2	KIOSK CPU		
	Intel based system- Intel i3, 5 th generation(minimum) or above, 3.10 GHz or above running on Linux OS		
	3MB Cache or above, 4 GB DDR3 RAM, 1X500 GB server grade or higher HDD (seagate/samsung or equivalent), Gigabit Network Interface, min 4 USB, 2x Serial and 1x Parallel Ports for connection of the required peripherals, 2x PS/2 ports, 1x VGA, 10/100 mbps Ethernet card and audio port, Inbuilt SMPS to work on 230V 50 MHz power supply or external adapter ROHS certified, Mouse and Keyboard, OS hardening (with Firewall) 52x CDRW (Optional) Enabled with Wi-Fi Module.		
3	KIOSK OPERATING SYSTEM		
	The Operating System on kiosk should be GUI based (TCP/IP enabled) and supported by OS provider		
	OS should be Linux (Ubuntu 16.04 (min), 64-bit) , capable of multitasking real time operations with original licenses		
	OS should be hardened to allow only few applications to run on kiosk (provided by bank) and restrict all other applications		
4	KIOSK TOUCH SCREEN		
	Size:15" minimum LED/LCD		
	Type: Capacitive/SAW		

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Sl. No.	Technical Specifications / Requirements	Yes / No	Remarks
	Material :Pure Tempered Glass, Anti-Vandal, Anti-Scratch		
	Touch-Screen Resolution: 4096 touch points per axis within the calibrated area or higher.		
	Antiglare Surface : 6:1 minimum		
	Light Transmission :>90%		
	Accuracy: Less than +1% error within the active area.		
	Response time : < 16 ms		
	Endurance: Scratch resistant (must withstand more than 50,000,000 touches in one location without failure)		
	Impact Resistant :meets GB9633-1988 and UL-60950-1 steel ball test or equivalent		
	Operating Temperature : -20° to 50° C		
5	PASS BOOK PRINTER		
	Passbook printer with integrated barcode scanner including the required serial/parallel/USB ports to meet RFP requirement. It should not be an inbuilt or fabricated scanner. The make of Passbook Printer and Barcode scanner should be same.		
	Any change in passbook design /printing format in future should be supported		
	Font size of passbook to be printed is Arial 10 or as per the directions of regulatory authority/RBI from time to time		
	Print speeds up to 480 cps or higher		
	Print Head Life of minimum 400 million characters		
	method 24 pin, impact dot matrix		
	Print direction: Bi-direction with logic seeking		
	Columns : 94 (10 cpi)		
	Standard Integrated Passbook Printers include brands like Olivetti / Epson etc. with capacity of at least 3 mm.		
6	MESSAGE ON KIOSK SCREEN		
	Display of messages/instructions to the customers in multilingual capability i.e. Hindi, English and any one regional language (to be decided by Bank) along with graphics. Display of Low ink in printer and replace of ribbon on the screen. Total of 13 regional languages support required.		
	Compatible with ISO8583-1993 version		
7	VOICE ENABLING IN KIOSK TERMINAL		
	Voice enabled kiosks should support Hindi, English and any one regional language (to be decided by Bank). Voice message of replacing ribbon in case of low ink in printer. Total of 13 regional languages support required.		

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Sl. No.	Technical Specifications / Requirements	Yes / No	Remarks
	Voice clarity should be uniform across all kiosks		
	Multimedia Speakers : Logitech Z110 (2 Channel), Creative SBS A 35, Zebronics Harmony S320 equivalent or higher brands		
8	NETWORK FOR KIOSK		
	Should be able to connect to any type of network switch. Bank will provide LAN port (RJ45). Wifi module should be present.		
9	WEATHER CONDITION FOR KIOSK		
	Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition		
10	POWER FOR KIOSK		
	Support input voltage of 230 V AC/ 50 Hz +- 5% variation. Bank will provide power point		
11	CABINET OF KIOSK		
	The cabinet must house all the components of the terminal / kiosk and must be ergonomically designed and of compact design and colour as per make & model approved by Bank.		
	All devices must be optimally located and secured, with easy serviceability		
12	KIOSK TERMINAL SOFTWARE		
	No Onsite configuration. Entire local terminal configuration should be fetched from the central middleware server.		
	Central Software and Patch updation.		
	User Interface and Services/product offered should be managed centrally.		
	Built in auto software and OS recovery module in case of any OS or application failure.		
13	APPLICATION SOFTWARE		
	The application software shall be integrated by selected bidder with Bank's CBS system. The selected bidder would customize the product/ solution to suit the requirements/ processes of the Bank.		
	Desired Work Flow : Pass Book Printing Kiosk terminal -> Middleware -> Core Banking -> Middleware -> Pass Book Printing Kiosk terminal		
	It should enable kiosk to print pass book entries based on reading of barcode. If the passbook is without barcode or barcode is not readable, it will prompt customer to input account number & then OTP for authentication.		
	Will be a communication tool and will maintain log for all transactions between Pass Book Printing kiosk and Core Banking.		

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Sl. No.	Technical Specifications / Requirements	Yes / No	Remarks
	Capable of remotely managing the kiosk transactions and automatic pulling logs of all kiosks from OS/ App level on daily basis		
	Component level health monitoring like Printer, Touch screen etc		
	Centralized solution to check the patches of OS installed and configuration of Kiosks (like Mac ID, IP address)		
	Remote loading of Patch as and when needed like anti-virus updates, application updates etc		
	Web based Central Office application with admin, supervisor rights.		
	Encryption at network communication level		
	Encryption in Barcoding		
	Switch to preventive maintenance mode when preventive maintenance is being done which will be captured and monitored through Health Dashboard		
13	KIOSK BRANDING		
	The designing on the full body of the Kiosk (Design to be provided by the Bank)		
14	MIDDLE WARE		
14.1	Built in Interface Adapters with CBS system		
14.2	Centralized Monitoring - Centralized monitoring of all kiosk(s) - Centralized Patch Management (OS / application/Anti virus/ others etc) - Dash Board / Report generation - Centralized enabling and disabling of services - Installation of anti virus and protection / safeguarding of all terminal(s) from malware		
14.3	Diagnostics		
	Device Health Status. Middleware Application should be able to show the Real time health of all the hardware peripheral as mentioned below 1) CPU status and HDD status(with % free capacity) 2) PB printer- Online / Offline 3) Bar code scanner- Online / Offline 4) Touch screen- Working / Not working		
	Process Diagnostic – Middleware Application should provide a detailed track report of process failure with re-attempt count.		
	Application should be able to measure the total Turnaround time for each service and transaction.		
	Application should be able to provide a diagnostic of total success and failure transaction.		

Sl. No.	Technical Specifications / Requirements	Yes / No	Remarks
15	SERVERs at DC & DR		
	500 GB X 2 HDD 32 GB RAM 8 cores OS Windows 2012 or higher / Linux – latest version with original licenses. (OS should be able to support DC-DR real time sync) DB (Specify) (The vendor may quote higher configuration, to ensure that the servers should be able support hassle free running of application, middleware, monitoring solution etc. and also meets the scalability requirement specified in the RFP)		
16	Security		
	Software Security : It should conform to Bank's IS policy including 1. Use of strong cryptography and security protocols such as secure sockets layer (SSL) / transport layer security (TLS) and Internet protocol security (IPSEC) to safeguard sensitive customer data during transmission over banks network.		

ANNEXURE –8

BILL OF MATERIAL (BOM) / TOTAL COST OF OWNERSHIP (TCO)

Total Equipment/Solution Cost with 01 year Warranty + 04 years AMC

S.No	Description	Total No. Of Units	Price Per Unit (INR)	Total Price (INR)
1.	Passbook Printing Kiosk	1000	T1 (per Kiosk)	T1 * 1000
2.	Middleware for CBS integration & other functionalities, Application software & Solution for Centralised Remote Monitoring and Management – CRMM (in case of multiple applications, the total cost of all the applications put together and any other third party software will be considered T2)	DC & DR	T2 (total of DC & DR)	T2
3	Servers at DC & DR including OS and any other third party software, Antivirus etc (list software licenses cost separately under this column and the same should be included in T3)	Specify Number (n)	T3	T3 * (n)
4	DB (Specify name & required number of licenses) at DC & DR	Specify Number (n)	T4	T4 * (n)
5	Cost of Annual Maintenance / Technical Support (AMC/ATS) for 2 nd , 3 rd , 4 th and 5 th Year including Servers and other Hardware at DC & DR, Middleware, Application software, CRRM, other software like Server OS, Antivirus etc (max 10% of cost)	4 years	T5 (for one year)	T5 * 4
6	Cost of Annual Maintenance / Technical Support (AMC/ATS) for 2 nd , 3 rd , 4 th and 5 th years of DB at DC & DR	4 years	T6 (for one year)	T6 * 4
7	Cost of Annual Maintenance Services (AMC) / Annual Technical Support (ATS) for 2 nd , 3 rd , 4 th and 5 th Year for Kiosks including OS etc in Kiosks (max 10% of cost)	1000 (for 4 years)	T7 (for one year per kiosk)	T7 * 1000 * 4
8.	Facility Management Resource (One resource)	60 months	T8 (per month)	T8 * 60
9.	Cost Per Man Day – This is exclusive for any future customization not in the current scope	500 Man Days	T9 (per man day price)	T9
10	Isolation Transformer	500	T10 (per kiosk)	T10 * 500
11	Grouting charges	1000	T11 (per kiosk)	T11 * 1000
TCO (Total Cost of Ownership) T(A) = (T1 * 1000) + T2 + (T3 * n) + (T4 * n) + (T5 * 4) + (T6 * 4) + (T7 * 1000 * 4) + (T8 * 60) + T9 + (T10 * 500) + (T11 * 1000)				
Total Cost of ownership Rs. < in words (Total Cost) > only				

The above quantities mentioned are only for the purpose of TCO. Bank may at its discretion place order for lesser quantity for any line item as per requirement and the selected vendor shall have no recourse in the matter.

ADDITIONAL ITEMS OUTSIDE TCO

Sr No	Items	Unit Rate
3	Printer ribbon / cartridge	

*The above mentioned cost for additional items quoted by the vendor will not form part of the TCO. However, based on the costs provided by all the vendors, separate negotiations will take place with the final selected vendor.

this day of 2018

Office seal:

Date:

Place:

Authorised Signatory

Name:

Designation:

Signature Seal of Company

Note:

Please note that the annual AMC rate quoted/finalized after evaluation process will also be applicable for a further period of two years after expiry of the first five years after installation (which includes free warranty period of one years and four years under AMC), if Bank at its discretion decided to extend the AMC for further two years .

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ANNEXURE –9

Manufacturer's Authorization Form (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No. _____

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

We confirm that our company (as a single unit, not the group) has had a turnover exceeding Rs ____ Crores in last three financial years (i.e. 2014-15, 2015-16 and 2016-17). We also confirm that in each of these two financial years, our company has made a profit.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,
(Name)
For and on behalf of
M/s _____
(Name of manufactures)

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

ANNEXURE 10

KIOSK UPTIME & PENALTY

SERVICE LEVEL & DOWNTIME PENALTIES

1. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.

b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all days (viz. Monday to Sunday) convenient to concerned branches. In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.

c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 hours.

d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Branch Business Day.

e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 98% of the time.

f) For purpose of calculating penalty, uptime is calculated as under :

i. For Kiosks available in Branches working from Monday to Saturday:
$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total business hours during the month}} \times 100$$

[Total business hours during the month = (No. of days in the month – All Sundays – 2nd & 4th Saturday – Bank Holidays) x 8 hours]

ii. For kiosks available in Branches working on Sunday:

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total business hours during the month}} \times 100$$

[Total business hours during the month = No. of Bank working days during the month x 8 hours]

iii. For Kiosks available 24*7 (e-Lobbies / Onsite ATM locations etc)

Uptime (%) = $\frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total business hours during the month}} \times 100$

Sum of total business hours during the month

[Total business hours during the month = No. of days during the month x 8 hours]

g) Penalties for SLA uptime shall be as under:

S.N.	Uptime Range	Penalty
1.	97-98%	20% of pro rata AMC for the quarter
2.	96-97%	30% of pro rata AMC for the quarter
3.	95-96%	40% of pro rata AMC for the quarter
4.	Less than 95%	50% of pro rata AMC for the quarter

In addition to this, if down time of a call exceeds 24 hours, the penalty of Rs 100/- (Rupees One Hundred only) per hour (for hours beyond 24 hours) will be charged. This penalty will be levied irrespective of the total downtime of the kiosks. However, the total penalty on account of downtime cannot be more than 50% of AMC for the quarter for the Zone.

It is hereby clarified that the maximum penalty is for all the PBPK put together for each Zone of Central Bank of India and not to be capped at per PBPK level. PBPKs down due to total network failure of branch will not be counted for calculating down time. But PBPK down due to fault of LAN cable connected to kiosk will be added in the down time.

The penalty applicable for first year warranty will be deducted from the subsequent AMCs.

Any penalty due during the Warranty period will be adjusted against the 10% retention money retained by the Bank or PBG or subsequent AMCs.

h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days

i) **Preventive maintenance:** the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment, updation of latest antivirus and patches as per bank's policy) once within first 15 days of the installation and then once within the first 15 days of every quarter during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter. The Bank may also schedule the preventive maintenance to an earlier date as per operational needs. The Bank will levy a penalty of Rs 2000/- per default irrespective of max penalty cap, if the vendor fails to carry out PM every quarter.

j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.

k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.

n) It is expected that the VENDOR provides good quality hardware/ software which do not fall out of order frequently. Therefore, the maximum number of complaints in a year should not be more than Six times of the number of kiosks installed. If this condition is breached, then there will be a penalty of Rs 1 lac. The number of complaints as well as the penalty will be calculated for each Zone.

o) All the kiosks should be connected to RMS all the time. A penalty of Rs 100/- per day per kiosk to be levied if a kiosks is not connected to RMS for 2 weeks. The penalty is capped at Rs 1000/- per kiosk per quarter.

p) Penalty for non-availability of Resources: One resource should be provided by bidder to manage Remote Monitoring Management System (RMMS), Interface server, MIS, Call complaints/monitoring etc., faster resolution of issues at no extra cost to the Bank.

Vendor is liable for a penalty of Rs 1,000 per day on unavailability of the resource. Vendor to provide an experienced and competent person as resource. This support is required for contract period of 5 years. The resources will be at the disposal of the Bank.

q) If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.

r). Nonfunctioning of LCD/LED Touch Screen will also be included in down time calculation.

s) Bank may at its discretion not pay AMC for the full quarter for kiosks down for continuous 15 days or more due to vendor dependency

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ANNEXURE – 11 - List of Regional / Zonal offices

ZONE_NAME	REGION_NAME
Guwahati Zone	GUWAHATI REGION
	BARPETA REGION
	UPPER ASSAM (JORHA REGION
Patna Zone	PATNA REGION
	MUZAFFARPUR REGION
	MOTIHARI REGION
	DARBHANGA REGION
	PURNEA REGION
	RANCHI REGION
Kolkata Zone	SOUTH KOLKATA REGION
	NORTH KOLKATA REGION
	DURGAPUR REGION
	SILIGURI REGION
	COOCHBEHAR REGION
	BHUBANESHWAR REGION
	SAMBALPUR REGION
Lucknow Zone	LUCKNOW REGION
	KANPUR REGION
	VARANASI REGION
	GORAKHPUR REGION
	AGRA REGION
	MEERUT REGION
Delhi Zone	DELHI - B (NORTH) REGION
	DEHRA DUN REGION
	DELHI - A (SOUTH) REGION
	JAIPUR REGION
	KOTA REGION
Chandigarh Zone	LUDHIANA REGION
	JALANDHAR REGION
	AMRITSAR REGION
	CHANDIGARH REGION
	ROHTAK REGION
Ahemdabad Zone	AHMEDABAD REGION
	BARODA REGION
	SURAT REGION
	RAJKOT REGION
MMZO Zone	MRO REGION
	MUMBAI SUBURBAN REGIONAL OFFICE REGION
	THANE REGION
	PANAJI REGION

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Pune Zone	PUNE REGION
	AURANGABAD REGION
	NAGPUR REGION
	AKOLA REGION
	NASIK REGION
	PANAJI REGION
Bhopal Zone	BHOPAL REGION
	SAGAR REGION
	JABALPUR REGION
	CHHINDWARA REGION
	INDORE REGION
	GWALIOR REGION
Raipur Zone	RAIPUR REGION
	AMBIKAPUR REGION
	SAMBALPUR REGION
Hyderabad Zone	HYDERABAD REGION
	VIJAYAWADA REGION
	BANGALORE REGION
Chennai Zone	CHENNAI REGION
	COIMBATORE REGION
	KOCHI REGION

ANNEXURE 12

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To

Deputy General Manager,
Central Bank of India, Central Office

Sir,

We refer to our bid for your RFP No. Ref No. _____ dated _____ for PBPK Outsourcing We, _____ (Company) hereby undertake to indemnify central Bank of India and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc. or such other statutory infringements in respect of all PBPK / Software etc. supplied by the Bidder.

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

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

Bidder is also liable to bear any losses at any PBPK that bank or customer suffers owing to security lapses in CD or due to occurrence of any fraudulent transactions committed due to lapses of any security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorised signatory and company stamp)

Full name and Designation of authorized signatory

Date

ANNEXURE -13

Non-Disclosure Agreement

THIS AGREEMENT made and entered into at Mumbai on this the.....day of.....2018 between Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at Chandermukhi Nariman Point Mumbai 400025,, hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns

AND

.....A company incorporated under the Companies Act 1956/2013 a partnership constituted and registered under the Indian Partnership Act with its registered office at and its local office at Hereinafter called the "Vendor" which term shall wherever the context so require includes its successors and assigns, WITNESSETH:

The Bank and Vendor are hereinafter individually referred to as Party and collectively referred to as Parties.

WHEREAS

The Bank is engaged in the business of banking and in the course of such business activity deployed PBPK providing Passbook updation Services for its customers across various locations in the Country.

The Bank has short-listed the Firm after completion of tendering process for the entire PBPK related activities including integration with CBS through middle ware and Remote Monitoring System. The details of such activities are as under:

- 1.
- 2.
- 3.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

The Vendor may use the information solely for and in connection with the purpose the information was conveyed.

1. USE OF CONFIDENTIAL INFORMATION-

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The vendor shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or 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.

2. EXEMPTIONS

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Parties already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality:

Is or becomes publicly known through no unauthorized act of the receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

3. TERM

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation the Contractual obligation as per Contract executed between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or 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, note or modules thereof

The obligations of the vendor respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

4. TITLE AND PROPRIETARY RIGHTS

Notwithstanding the disclosure of any confidential information by the Firm, the bank 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 the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

5. RETURN OF CONFIDENTIAL INFORMATION:

Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

6. REMEDIES:

The vendor acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

7. AGREEMENT TO BE CONSTRUED AS FINAL DOCUMENT.

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion 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 rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

8. INDEMNITY.

The vendor agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The vendor agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the party would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise on account of such a breach committed by the party, as part of the assignment or other related jobs entrusted and done by the party. The party agrees that the amount of compensation as decided by the Bank will be final.

The vendor agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

9. SEVERABILITY

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. DISPUTE RESOLUTION MECHANISM:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Mumbai.

11. JURISDICTION

The parties to this agreement shall submit to the jurisdiction of courts in Mumbai

12. GOVERNING LAWS

The laws of India shall govern the provisions of this agreement

In witness whereof the parties hereto have set their hands through their authorized signatories

13 NON-DISCLOSURE INFORMATION.

The Successful Bidder shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the bidder in the performance of the work assigned to them.

BANK

FIRM / COMPANY

INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as “The Principal”,

And

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 68-69)

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

(Page nos. 70-76).

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.

(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.

(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.

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(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 the Principal
Bidder / Contractor

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:
Name & Address

Witness 2:
Name & Address

ANNEXURE 14

PERFORMANCE BANK GUARANTEE

TO,

-----,
-----,

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Bidder") having agreed to supply, installation and commissioning of 1000 PBPK , application software, OS, Antivirus, Middleware, Remote Monitoring Solution etc.(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 bidder 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 PBPK 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 bidder, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs----- (Rupees-----only) as may be claimed by the bidder to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the bidder by reason of failure of PBPKs to perform as per the said contract, and also failure of the contractor to maintain the PBPKs and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the bidder as to whether PBPKS has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the PBPKS 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 bidder to establish its claim or claims under this Guarantee but shall pay the same to the bidder 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 bidder on the Bank shall be conclusive and binding notwithstanding any difference between the bidder and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the bidder 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 bidder under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the bidder certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

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

6) The Bank agrees with the bidder that the bidder 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 bidder 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 bidder or any other indulgence shown by the bidder 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 bidder by any amalgamation or absorption or with the contractor, Bank or the bidder, 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 uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

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

10) Notwithstanding anything contained herein:-

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

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

Date this ----- day of -----2018 at -----

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

sd/- -----

ANNEXURE -15

SCOPE OF REMOTE MONITORING SOLUTION

1. Centralized Remote Kiosk Monitoring and Management System with MIS reports and dashboards Monitoring Solution.
2. Monitoring and management of working of kiosks including working of components like PB printer, Scanner, Touch screen etc.
3. General Health Monitoring
4. Remote Switch On and Switch Off of kiosks
5. Restoration of OS in kiosks
6. Remote updation of patches of OS/ application/Antivirus etc in kiosks
7. Providing inputs in the required format for inputting in Bank's corporate dash board and in dash board for RO/ZO.
8. Providing Web based access to the solution to Banks RO/ZO and CO
9. Helpdesk facility to lodge complaint by RO/ZO / branch etc
10. The Facility Management resource to lodge complaints as per the remote monitoring findings in the helpdesk , follow up and ensure that the issues are resolved within given time frame
11. The bidder should provide MIS reports like number of pass books issued in a day , number of hits per day, uptime etc., as per the Bank's requirement on a daily / monthly / over a date range basis. Bank should be able to know the up/down status of PBP Kiosks installed on remote location at any time. The MIS reports will be generated in the Central Server PBP Kiosks interfaced with CBS. Any application required for MIS report generation as per the bank desired format has to be provided by vendor. The MIS should be possible to download in Excel format. All monitoring reports should be configured on centralized server.
12. Performance Reports should be auto generated Region Wise & Zone wise by Central Server and be mailed to various Regional & Zonal Offices on day to day basis in addition to consolidated report with all region & Zone data to central office. The days on which the report needs to be send to regions and the time should be configurable in Central Server. Further, the vendor should provide the application which would monitor centralised servers and PBP Kiosks on realtime basis or near realtime basis to know the health of the machine. The on-line monitoring should reflect the health of servers, memory utilisation, processor utilisation etc. Also, the error in any part of Kiosks with specifics to be reflected in the online monitoring. The said monitoring can be downloaded as report in excel.
13. The vendor should provide the system that would detect the breakdown / error / anomaly of the PBP Kiosks and should generate the mail to their network operating Centre (NOC) describing the fault under a copy to the branch, Bank officials (mail ids will be shared with the successful bidder). Accordingly, the vendor is required to lodge the call and the call number is required to be communicated to the branch as well as Bank officials. The vendor need not depend on the branch to lodge the call. MIS in the respect of number of calls lodged in a particular day, resolution of the calls pertaining to the days etc should be provided to the Bank.
14. Besides the above, branches may lodge the calls through a centralized helpdesk provided by the bidder depending on the issues faced by the users.
15. The vendor should provide MIS on number of calls lodged, type of calls branchwise on day-to-day basis, to analyse the type of calls on regionwise, zonewise etc by the Bank.

ANNEXURE -16

MARKING SCHEME FOR TECHNICAL SPECIFICATIONS

Sno	Technical Specifications marking scheme	
1	KIOSK PROPERTIES	7
2	KIOSK CPU	5
4	KIOSK TOUCH SCREEN	5
5	PASS BOOK PRINTER	10
6	MESSAGE ON KIOSK SCREEN	2
7	VOICE ENABLING IN KIOSK TERMINAL	5
8	NETWORK FOR KIOSK	2
9	WEATHER CONDITION FOR KIOSK	1
10	POWER FOR KIOSK	2
11	CABINET OF KIOSK	2
12	KIOSK TERMINAL SOFTWARE	5
13	APPLICATION SOFTWARE	5
14	KIOSK BRANDING	1
15	MIDDLE WARE	5
16	Security	3
17	Server specs	5
18	Server OS	5
		70

ANNEXURE -17

MASKED PRICE BID

S. No	Description	Total No. Of Units	Make and Model with specification / configuration Where applicable	Remarks If any
1.	Passbook Printing Kiosk	1000		
2.	Middleware for CBS integration & other functionalities, Application software & Solution for Centralised Remote Monitoring and Management – CRMM (in case of multiple applications, the total cost of all the applications put together and any other third party software will be considered T2)	DC & DR		
3	Servers at DC & DR including OS and any other third party software, Antivirus etc (list software licenses cost separately under this column and the same should be included in T3)	Specify Number (n)		
4	DB (Specify name & required number of licenses) at DC & DR	Specify Number (n)		
5	Annual Maintenance / Technical Support (AMC/ATS) for 2 nd , 3 rd , 4 th and 5 th Year including Servers and other Hardware at DC & DR, Middleware, Application software, CRRM, other software like Server OS, Antivirus etc	4 years		
6.	Annual Maintenance / Technical Support (AMC/ATS) for 2 nd , 3 rd , 4 th and 5 th years of DB at DC & DR	4 years		
7.	Annual Maintenance Services (AMC) / Annual Technical Support (ATS) for 2 nd , 3 rd , 4 th and 5 th Year for Kiosks including OS etc in Kiosks	1000 (for 4 years)		
8	Facility Management Resource (One resource)	60 months		
9	Per Man Day – This is exclusive for any future customization not in the current scope	500 Man Days		
10	Isolation Transformer	500		
11	Grouting of Kiosks	1000		

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Annexure	Name of Annexure
Annexure-1	Bank Guarantee
Annexure-2	Compliance Certificate
Annexure-3	Bidder Profile
Annexure-4	Details of Track Record / Past contracts / Order executed
Annexure-5	Details of Service Center
Annexure-6	COMPLIANCE CHECKLIST WITH QUALIFICATION CRITERIA.
Annexure-6-A	COMPLIANCE CHECKLIST WITH QUALIFICATION CRITERIA IN CASE OF A NEW VENTURE.
Annexure-7	Technical Specification
Annexure-8	Bill of Material (BOM) / Total Cost of Ownership (TCO)
Annexure-9	Manufacturer's Authorization Form (MAF)
Annexure-10	Service Level & Downtime penalty
Annexure-11	List of Regional /Zonal Offices
Annexure-12	LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD
Annexure-13	Non- Disclosure Agreement (NDA) and Integrity Pact
Annexure-14	Performance Bank Guarantee
Annexure-15	Scope of Remote Monitoring and Management Solution
Annexure-16	Marking Scheme for Technical Specifications
Annexure-17	Format of Masked Price Bid to be attached with Technical Bid

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