

**TENDER FOR PURCHASE OF NOTE SORTING & PROCESSING MACHINES (NSPM)
AGAINST BUYBACK**

Central Bank of India intends to purchase **approximately 40 (with 20% VARIATION)** NSPMs (4+1 pockets) for its Currency Chests across the country on the basis of the buyback of the existing NSPMs (4+1 pockets). The vendors are requested to quote/ offer their best price.

SR NO	TABLE OF CONTENTS	PAGE NO
1.	Invitation for Tender Offer and Scope of work	3
2.	NSM Parameters, Accessories, Execution of Work and Liquidated Damages, Authority to submit Bids	3
3.	Eligibility criteria	4
4.	Locations to be covered, Two Bid Offer, Reverse Auction Process, Bid Security	5
5.	Validity Period, Technical Bid, Price Composition, Erasures and alterations, Price Freezing, Clarification on tender	6
6.	Opening of offers, Evaluation process	7
7.	Notification of award, No Commitment for any Offer, Order splitting, Right to alter quantities, Order cancellation, Payment terms	8
8.	PBG, Guarantees, Availability of spares, Warranty, Maintenance standard, AMC	9
9.	Force Majeure, Liquidation and Bankruptcy, Completeness, Installation schedule, Stress test	10
10.	Training, Installation conditions, Maintenance, Negligence and Indemnity, Penalty	11
11.	Insurance and Risk, , Enforceability, Assignment, Upgradation, Inspection, Settlement of Disputes and Arbitration	12
12.	Waiver, Statutory Regulations, Applicable Law, Jurisdiction, Others, Confidentiality and Pre Contract Integrity Pact	13
13.	Annexure I - NSPM Parameters & Technical specifications - NSPM 4+1	14
14.	Annexure II - Price model NSPM 4+1 (Commercial Bid)	17
15.	Annexure III - Reverse Auction	18
16.	Annexure IV - Letter to Bank	21
17.	Annexure V - Vendor Profile	22
18.	Annexure VI - Declaration	24
19.	Annexure VII - Agreement	25
20.	Annexure VIII - Pre-Contract Integrity Pact	29
21.	Annexure IX - Bidders of countries sharing land border with India	36
22.	Annexure X - Purchase Preferences	37

NOTICE INVITING TENDER
FOR
PURCHASE OF NOTE SORTING & PROCESSING MACHINES (NSPM)
AGAINST BUYBACK

SR NO	DESCRIPTION	REMARKS
A.	Name of the work & Scope	Supply, installation, training and commissioning of 4+1 Heavy Duty NSPMs at Currency Chests across the country against buyback of existing NSPMs on 'As Is Where Is' basis.
B.	Cost of application/ tender document. Availability of forms	₹ 5000/- (Non-refundable) by DD favouring Central Bank of India, payable at Mumbai. Tender may be down loaded from the banks web site www.centralbankofindia.co.in . DD should be enclosed in the Technical Bid. Application without the DD shall be rejected. <u>MSEs as per the norms (not being start-ups) are exempted from payment of Tender Fee.</u>
C.	Date and Time for floating of tender	05 Apr 2021
D.	Pre Bid Meeting	11.30 Hrs on 15 Apr 2021
E.	Time and last date of submission of Tender	Up to 1600 H on 23 Apr 2021
F.	Date, Time and Place of opening of Tender	1630 Hrs on 23 Apr 2021. Address as provided
G.	Address for submission of tender, contact person, telephone No.	The General Manager/ Incharge Business Support, Central Bank of India, Central Office, Chandermukhi, 16 th Floor, Nariman Point, Mumbai - 400 021. Tel. No. 022 6638 7874 or 6638 7666
H.	Quantum of Earnest Money Deposit (BID SECURITY)	₹ 20 lakhs - DD/BG of any Bank other than Central Bank favouring the Bank, Mumbai Valid for three months. <u>MSEs as per the norms (not being start-ups) are exempted from payment of Bid Security.</u>
I.	Terms of payment of Bills	Against Commissioning of each machine, by the Currency Chests/ linked Branches concerned
J.	Stipulated time for completion of the work/supply	6-8 weeks from the date of Supply Order
K.	Validity period of the Price Bid	180 days from the date of opening of Commercial Bid
L.	Electronic Payment	Payment shall be made by way of Electronic fund transfer. Firm should furnish details of the Bank A/c No, IFSC code.
M.	Escalation of price	No escalation permitted. Prices shall be firm & fixed
N.	AMC	For 4 years after warranty of minimum one (1) year/ specified by the company if more than one (1) year
O.	Performance Bank Guarantee	3 % of the contract amount (Basic Price of the number of machines proposed to be purchased from the supplier). The PBG shall be valid till 60 days after the expiry of all contractual obligations including warranty. BID SECURITY shall be refunded on furnishing the Bank Guarantee.

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

1. INVITATION FOR TENDER OFFERS

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

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

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

2. SCOPE OF WORK

Supply, installation and commissioning of 4+1 pockets Note Sorting & Processing Machines (NSPMs) against the buyback of existing NSPMs as per 'As Is Where Is' basis, at our Currency Chests across the country. The number of machines mentioned above is only tentative and the actual number may increase/ decrease depending upon the future requirements.

3. NSPM PARAMETERS

The NSPMs should meet the latest RBI norms on authentication and sorting parameters and should be Table Top Models, which can be operated by a single person. Must have the features mentioned in **Annexure I**.

4. ACCESSORIES

Printer has to be provided with the NSPM. There will be no separate charges for the supply of the Printer. In addition, the firm has to provide the facility of downloading the data of sorting operations from the NSPM directly to a Computer. For this purpose, any other required software/hardware/integrator/ accessories between the NSPM and the Computer has to be provided by the firm free of cost.

5. TERMS OF EXECUTION OF WORK & LIQUIDATED DAMAGES

The supply and installation of currency note sorting machines is to be completed within the stipulated time commencing from the date of acceptance of the Work Order issued by the Bank.

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

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

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

6. AUTHORITY TO SUBMIT BIDS

Only authorized personnel of the firm/ organization shall sign the Bid. The proposal must be accompanied with a 'Letter of Undertaking' duly signed by an 'Authorised Signatory'. The letter should indicate the complete name and designation of the signatory. Necessary resolution/authority/ Power of Attorney available shall be enclosed. In case the Principal Vendors authorize their business partners or authorized distributors to bid on their behalf, a separate 'Authorization Letter' along with a commitment to fulfill the terms of tender should be submitted. One firm or organization cannot quote on behalf of multiple manufacturers. Further if a particular machine is marketed by one or more firms, only one firm should respond to the tender for that particular model.

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

Sr No	Criteria	Documentary Proof/ Remarks
a)	The vendor/firm should be in the business of Note Sorting Machines for the last FIVE years as of 31 Mar 2021, in Indian Market and should have a minimum installation base of 35 (twenty) NSPM in 4+1 category as of 31 Mar 2021.	Relevant purchase orders to be enclosed along with current dated Service Performance Certificates. Even purchase orders in hand pending supply shall also be considered.
b)	The firm must have an annual turnover through sale of NSPMs only for minimum ₹ Five (5) Crores in each year during the last three financial years ended 31 Mar 2018, 31 Mar 2019 and 31 Mar 2020. <u>MSEs which are not Start-Ups should read minimum ₹ Three (3) Crores instead of ₹ Five (5) Crores</u>	Documents required : Audited Profit & Loss Account and Balance Sheet for the three (3) years. Turnover Certificate on sale of NSPMs not less than ₹ Five (5) Crores each year during the three years, from the auditor be enclosed. <u>Valid certificate for claiming the relaxation/exemptions.</u>
c)	The vendor/firm should have positive net worth (must be in profit) for the last three Financial Years.	Auditors Certificate be enclosed
d)	The machines must meet the Technical Specifications in entirety (Para 3)	Refer <u>Annexure I</u> . Certificate to this effect be enclosed.
e)	The vendor should have National Presence, own authorized centre with qualified and trained Engineers OR Resident Engineers of the Company in all the States except NE States. However, as far as NE States are concerned, the firm should have at least two Resident Engineers. (Franchisees shall not be considered)	Documents required : - List of Service Centers/ Resident Engineers should be submitted with address and contact numbers. - The list must include the GST Numbers. (The above information shall be checked by the Bank through its own sources)
f)	The vendor/firm should be ISO 9001-2015 certified	Enclose certificate
g)	Current dated Satisfactory performance certificate is required from two Banks out of which one has to be necessarily a Public Sector Bank	Enclose Certificates
h)	If the Bidder is not the Original Equipment Manufacturer (OEM) but only an authorized dealer, it should have a valid authorization letter from the OEM to supply the machine in India. The OEM/ authorized dealer intending to participate in the Tender should have an administrative Office in India. The firm should have been in the business with the same OEM for a minimum period of three years.	Documentary evidence viz., attested copies of Audited Balance Sheets, Profit and Loss account, work orders issued by the Banks, satisfactory installation reports issued by the Banks, Auditor's reports as required etc. should be enclosed.
i)	The firm has not been blacklisted or is involved in litigation with any PSB/PSU/Private Organization	Undertaking is required to this effect
j)	Restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23 rd July, 2020	The firm has to provide a Certificate with reference to the clause regarding. (Refer <u>Annexure IX</u>)

Sr No	Criteria	Documentary Proof/ Remarks
k)	Purchase Preferences through MSEs, Startup, Make in India, MEITY & DoT	The firm has to adhere to respective Govt. guidelines related to the Purchase Preferences as per the below mentioned NOTE & Annexure X .

NOTE:

- **In addition to the various classes of suppliers, ‘Non-local suppliers’ also may participate in the bidding process as applicable under the orders issued by Govt. of India namely Public Procurement (Preference to make in India) Order 2017 as revised from time to time.**
 - Ref: PPP-MII Order dated 16.09.2020 (Order number P-45021/2/2017-PP (BE-II) and as amended time to time).
 - **No exemptions/relaxation shall be given to the STARTUP.** (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended time to time).
 - **The exemptions/relaxation shall be given to MSEs which are not a STARTUP.** (Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time.)
 - **The clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India shall be adhered to.**(Ref: Order No F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure).

8. LOCATIONS TO BE COVERED

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

9. TWO BID OFFER

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

- **TECHNICAL OFFER - NSPM**
- **COMMERCIAL OFFER - NSPM (Format enclosed as Annexure II)**

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

10. REVERSE AUCTION PROCESS

Reverse auction process will be held. The details are given in Annexure III to the tender.

11. BID SECURITY

₹ 20 lacs (₹ Twenty Lakhs only) by DD favouring Central Bank of India, payable at Mumbai valid for 90 days from the last date of submission. BID SECURITY should be submitted along with the Technical Bid. This amount will be forfeited if the vendor withdraws his bid during the period of validity or refuses to accept purchase order or having accepted the purchase order fails to carry out the obligations mentioned therein. BID SECURITY can be submitted in the form of DD/BG/FDR.

No interest will be payable on BID SECURITY. In the event of non-submission of BID SECURITY, the offer will be rejected.

12. VALIDITY PERIOD OF THE OFFER

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

13. TECHNICAL BID

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

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

- Covering letter on the prescribed format (Format attached as **Annexure IV**)
- Technical specifications complete with all columns filled in
- Photocopies of required certificates/documents/proof, P&L A/c Balance Sheet
- Auditors Certificate, copies of orders executed etc.
- Product brochures, leaflets, manuals
- Service Network details with complete details and mapping
- Bid Security as specified
- Vendor's profile(**Annexure V**)
- Certificate from two PSBs as required under eligibility criteria
- Declaration as per format attached as **Annexure VI**.

14. PRICE COMPOSITION

The price quoted shall be in Indian Rupees only. The price quoted shall be inclusive of the following:

- Cost of the machine with all components, duties and levies, transportation, freight, forwarding, insurance, installation and commissioning charges and minimum one year warranty covering all parts, service and visits to sites.
- The Price quoted must include cost of modification, up gradation of software for any new design or denomination of banknote that may be introduced by RBI or any currency withdrawn by RBI from circulation. Shall also include up gradation of software for Counterfeit note detection.
- The vendor will also be required to quote for four years Comprehensive AMC, post warranty. This will be taken into consideration while evaluating and deciding on the overall cost of the machine. This will remain firm/unchanged and valid for four years from the date of expiry of the warranty period.
- The L1 will be arrived at through the Basic Price + AMC Price - Buy Back Price

Note: Taxes, as applicable, shall be additional.

15. ERASURES AND ALTERATIONS

Corrections or alterations, if any, should be authenticated. In case corrections/alterations are not properly authenticated, the offer shall be rejected.

16. PRICE FREEZING

The price finalized shall remain valid for a period of **one year** from the date of Purchase Order. The validity of the price shall be extended for one more year, at the discretion of the Bank and acceptance by the vendor. This should be applicable even for repeat orders. This excludes taxes which shall be at actuals as per State/Central Govt. directives/revisions, as may be applicable from time to time.

17. CLARIFICATIONS ON TENDER

Clarifications, if any required on the Tender/ RFP could be sought through e- mail till 7 days prior to the last date of submission of 'Tender' excluding the date of submission. The clarifications can also be obtained during the pre-bid meeting.

18. OPENING OF OFFERS

Tender will be opened at Central Office. Vendor presence is welcome but not mandatory. No separate intimation will be given in this regard to the vendors unless there is a change in the date/time of opening the Tender or the venue.

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

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

19. EVALUATION PROCESS

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

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

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

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

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

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

- Speed test to check the machine's speed
- Authenticity check with reference to the features of genuine notes as disclosed by the RBI to sort suspect notes
- Fitness sorting with reference to the fitness parameters laid down by RBI
- Consistency test to check the consistency of the machine's performance
- Modularity test to confirm feasibility of upgrading the machine through addition of minimum 4 pockets
- Stress test to check the suitability of the machine to work continuously for long hours

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

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

The commercial bids of the successfully qualified vendors only (viz Eligibility criteria, Technical specifications of the Machines and Test results under various parameters - Technical assessment

through a Committee) are found acceptable will be opened subsequently on the date that will be conveyed to them.

20. NOTIFICATION OF AWARD OF CONTRACT

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

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

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

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

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

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

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

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of Courts at Mumbai only.

21. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

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

22. SPLITTING OF ORDER

The order/ quantity shall be allocated between two vendors. The order will be in **60:40 Ratio**, provided the L2 vendor agrees to match the price and other terms and conditions quoted by L1 vendor.

23. RIGHT TO ALTER QUANTITIES

The Bank will be free to either reduce or increase the quantity to be purchased on the same terms and conditions. The Bank also reserves the right to place further/ repeat order upto 25% of the Ordered Quantity on the same terms and conditions within a period of 12 months or during the extended period as mutually agreed upon. Bank also reserves the right to negotiate for reduction of cost in case of repeat orders in case the market conditions indicate such a requirement. The period of repeat orders could also be extended, if agreed to by the vendors.

24. ORDER CANCELLATION

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

25. PAYMENT TERMS

- No advance payment against purchase order.
- 40% of the contract amount will be released on receipt of systems at site.

- 40% on installation, successful commissioning and handing over of the Note Sorting Machine and acceptance letter by the concerned linked Branch Manager of the Currency Chest.
- The Balance 20% will be released, one month after successful completion of Site Acceptance Tests (SAT) by the linked Branch Manager of the Currency Chest.
- **The firm has to raise bills directly to the Currency Chest only.**
- Payment will be released by the Currency Chest linked Branch Manager on actual installation and commencement of the Note Sorting Machine. It is advisable for the firm to clarify all the GST related issues in advance so that future payment related issues do not arise.

26. PERFORMANCE BANK GUARANTEE

An amount equal to 3% of the contract amount (Basic Price of the number of machines proposed to be purchased from the supplier) shall be furnished as the Performance Security/PBG. The PBG shall be valid till 60 days after the expiry of the AMC. During defect liability period (warranty period - minimum one year) vendor should attend to all repairs/ defect/ replacement of spare parts free of cost. In case of failure on the part of the vendor to attend the defects within a reasonable period, Bank on its own will get defects rectified through another agency at the risk and cost of vendor who has supplied the machine.

27. GUARANTEES

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

28. AVAILABILITY OF SPARES

Spares for the product offered should be available for **at least 10 (Ten) years at their stock site in India.**

29. WARRANTY

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

30. MAINTENANCE STANDARD EXPECTED DURING WARRANTY

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

31. ANNUAL MAINTENANCE CONTRACT

The vendor is expected to maintain the supplied machine **for at least Four (04) years after the expiry of the warranty period through Comprehensive Annual Maintenance Contract (AMC).** Since the machine is vital for banking needs, in case any of the components are not available for replacement as per AMC and the procurement is likely to be delayed, the vendor shall be required to provide an alternate machine during the intervening period at no extra cost to the bank.

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

- Routine servicing, trouble shooting , settings, adjustments, cleaning to ensure smooth and trouble free working of the system once in a quarter
- Repairs to the system, trouble shooting of software in the event of any breakdown including cost of repair/supply of spares, components/sub-systems

- Stocking of all essential spares/sub-systems in respective sites or in their representative offices in the country/service centers
- Non availability of spares in the stock at site/at his office in India will not be accepted as reason for waiver of penalty towards delay in rendering prompt service

The contractor shall commit himself to the service contract for a minimum period of 7 years excluding the period of warranty and has no right to terminate the contract within this period. The initial AMC period will be signed with the Bank for Four (04) years. Post completion of this term, the AMC will be extended/ signed for the interval of one (01) year, through the mutual consent of both the parties, till the operational cycle/disposal of the Machine, whichever is earlier. A suggested format for the AMC is attached as **Annexure VII**. Mandatory quarterly preventive maintenance is a MUST. There should be a system of providing service certificates.

32. FORCE MAJEURE

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

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

33. LIQUIDATION, BANKRUPTCY ETC.

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

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

OR

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

34. COMPLETENESS

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

35. INSTALLATION SCHEDULE

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

36. STRESS TEST

Vendor/s will be required to install at his cost, the Desk Top NSPM at a designated place in Mumbai, or any other place as desired by the Bank, for conducting stress test, for period of **minimum three working days** to establish the capabilities of the model being offered, as indicated in the

specifications and user requirements. The machine should be able to authenticate the genuineness of the notes irrespective of the soilage level and carryout sorting under various parameters for a continuous period of minimum 5 hours at a stretch. Emphasis shall be on 100% Fake Note detection and other technical parameters.

37. TRAINING

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

38. INSTALLATION CONDITIONS

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

39. MAINTENANCE

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

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

40. NEGLIGENCE AND INDEMNITY

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

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

The contractor assumes responsibility for and shall indemnify the bank from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, other proceedings resulting from infringement of any patent, trademarks, copyrights etc, attorney's fees, action suits/judgments/decrees/orders and court costs which may be required with respect to any breach of the contractor's obligations under the contract or any other statutory violations.

41. PENALTY

If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 days in Metros, 3 days in Urban/Semi Urban, 5 days in Rural areas, on

account of any breakdown due to machine failures, repairs, settings, a similar stand-by machine in good working condition shall be provided at the cost of the vendor failing which a penalty as mentioned at **Para 5** above.

42. INSURANCE AND RISKS

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

43. ENFORCEABILITY

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

44. ASSIGNMENT

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

45. UPGRADATION

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

46. INSPECTION

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

47. SETTLEMENT OF DISPUTES AND ARBITERATION:

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

etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligation under the contract unless they otherwise agree and the purchaser shall pay the supplier any monies due to the supplier unless the dispute is relating to such payment.

48. WAIVER

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

49. STATUTORY AND OTHER REGULATIONS

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

50. APPLICABLE LAW

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

51. JURISDICTION

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

52. OTHERS

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

53. CONFIDENTIALITY

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

54. PRE-CONTRACT INTEGRITY PACT

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

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

Col AK Jha (Retd)
Chief Security Officer

NSPM PARAMETERS & TECHNICAL SPECIFICATIONS

Name & Number of Model: 4+1 _____

NSPM PARAMETERS

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

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

Sr No	Description	Remarks
1	Image Based Technology- State of art user interface, simplified operation using self-explanatory language/symbols	
2	Ergonomic design for prolonged comfortable operation with touch screen	
3	Easy and rapid upgradable soft ware	
4	Processing-Authentication, Denomination, Orientation, Fitness identification and sorting	
5	Sorting of different currencies, denominations and in series	
6	100% rejection/identification of suspected and counterfeits, damaged or unfit bank notes	
7	Fitness sorting - Issuables, Non-issuables, ATM fit etc.	
8	Currency adaptation for new denominations or design as and when introduced by RBI	
9	Suitably designed for easy maintenance and removal of stoppages	
10	High speed note sorting @ minimum 30,000 Notes/Hour. Robust enough for non-stop operation for at least Six hours per shift per day	
11	Low noise level - below 70-80 db within one meter radius.	
12	Operated at standard power supply with battery option and voltage stabilizer	
13	After sales service set up on all India basis with presence in all the States and Union Territories. Easy availability of spares.	
14	Elegant and robust design with Dust collecting mechanism capable of functioning in dusty, heat and humid conditions	
15	Generation of reports- Should have user interface with PC or Printer for generation of reports.	
16	Long life span of minimum seven years	
17	High precision accuracy to detect counterfeit notes.	
18	The software up gradations will be carried out at no cost to the bank whenever the authentication features are revised by RBI and/or certain currency notes are drawn out of circulation by RBI or when new currency notes are introduced.	

19	Approvals - GE Tested/CE Mark	
20	Should have Serial Number reading and comparison of all denominations i.e. INR 10 to INR 2000	
21	Should be modular in nature i.e. expandable for addition of minimum 4 pockets at a later stage, if required by the Bank	
22	Should have large Feeder and Reject Pockets i.e. minimum 500 Notes for Feeder and minimum 100 Notes for Reject Pockets	
23	Should have large stacker with minimum feeding capacity of 200 Notes	

TECHNICAL SPECIFICATIONS

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

Sr No	Description	Remarks
1	The Technology must be image based or any other advanced technology	
2	User Interface – machine should have display with Function, menu keys, external display for count & sorting of notes	
3	Printer must be provided (for generation of reports) Interface facility for downloading the data of sorting operations from the NSPM to the PC	
4	Feeder (Hopper) capacity - 1000 Notes Stacker Capacity - 200 Notes	
5	Operated at standard power supply - 230V $\pm$ 10 %, 46 Hz $\pm$ Steady & Transient	
6	Voltage stabilizer should be provided, if it is not inbuilt/ if required	
7	Whether any specific climate control is required to run the machine?	
8	Sorting in terms of denomination, facing, orientation and fitness.	
9	The machine must detect & sort mutilated, physically damaged, soil, scotch tape, corner fold, tear, hold, missing corner, notes etc	
10	The machine should have first note recognition capability or have suitable software program to upgrade every time a different currency is to be sorted	
11	The machine must detect counterfeit notes	
12	The machine should have software up gradation capability to add new denomination of currency and to make the changes, whenever RBI changes the features of the existing denomination of notes or on withdrawal of any currency, or for detection of counterfeit notes, free of charge i.e. no cost to the bank.	
13	The machine should have Sorting/Processing speed of minimum 30000 Notes per hour.	
14	The machine should have LCD graphic mode, Digital display of information with value / no. of notes	
15	The machine should have Sound alert, or any other system	

	for specific diagnosis (stacker full or machine jam).	
16	The machine should have Sensors - Image scan sensor or magnetic sensor or UV dull sensor or fluorescence or Phosphorescence sensor or thickness sensor Infra-red sensor or other machine readable security features for effective and fool proof counterfeit detection	
17	Machine should have Serial Number Reading and comparison facility for all the denominations	
18	Reliability - should function normally in typical Indian conditions Temperature $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$, Humidity - RH not exceeding 60%, Dust level - 5% micron with 95% efficiency	
19	Should be modular in nature i.e. facility to upgrade by addition of minimum 4 pockets	
20	Warranty/ Guarantee period should be minimum 1 year	
21	The company should provide Comprehensive AMC for 4 years with spares and software upgrades, as and when required	
22	After sales service set up on all India basis - as per eligibility criteria	
23	Capability to deliver within 30 days	
24	The dealer must provide demonstration/ stress test for a minimum of 3 (three) days at Mumbai and/or any other place of choice of the bank at their cost	
25	Fitness sorting: The machines shall perform the following fitness sorting functions as per criteria and standards laid down in RBI Guidelines on Note Authentication and Fitness Sorting Parameters:-	
a.	Soiling:	
b.	Limpness:	
c.	Dog-Ears:	
d.	Tears:	
e.	Holes:	
f.	Stains:	
g.	Graffiti:	
h.	Crumples/Folds:	
i.	Decolouration:	
j.	Repair:	
k.	Mutilated, Imperfect and Mismatched Notes:	
l.	First Note recognition:	
m.	Denomination sorting:	
n.	Orientation sorting:	
o.	Face sorting:	

NOTE

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

(COMMERCIAL BID)
PRICE MODEL 4 + 1 POCKETS

Sr No	Item Description - Model 4 + 1	Price per unit of new Machine (₹) (A) *	AMC FOR 4 YEARS IN ₹ (B) **	Buy back of old M/s G&D Machine BPS 200 (₹) (C)***	FINAL PRICE (A+B-C)
1	Note Sorting & Processing Machine (Model - _____)				

Price A (in Words) _____

Price B (in Words) _____

Price C (in Words) _____

NOTE:

- * The MINIMUM quoted rate of (A) will be the base of the Reverse Auction Process for further below quotes
- ** The MINIMUM quoted rate of (B) will be the base of the Reverse Auction Process for further below quotes
- *** The MAXIMUM quoted rate of (C) will be the base of the Reverse Auction Process for further higher quotes
- The prices should be exclusive of GST which will be paid as per actuals.
- Obtaining Road permit wherever necessary and payment if any shall be the responsibility of the Branch. However, vendor shall provide necessary assistance.
- In case of any discrepancy, unit prices quoted in words will be considered for computation of Total Cost

AUTHORISED SIGNATORY

REVERSE AUCTION PROCESS

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

Modalities of Reverse Auction Process

The Total Cost of Ownership (TCO) will be the basis of arriving at L1. TCO will consist of the Machine Price, the AMC Price for 4 years to be paid on an yearly basis of the agreement with firm, which will be renewed every year and the Buy Back Price of the Machine.

E-PROCUREMENT RULES FOR REVERSE AUCTION

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

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

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

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

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

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

TERMS & CONDITIONS OF REVERSE AUCTION

- **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Vendors on the bidding process. The Vendors have to participate in the training at their own cost.
- **LOGIN NAME & PASSWORD:** Every technically qualified Vendor will be assigned a Unique User Name & Password by the agency appointed by The Bank. The Vendors are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by The Bank. All bids made from the Login ID given to the Vendor will be deemed to have been made by the Vendor.
- **BIDS PLACED BY VENDOR:** The bid of the Vendor will be taken as an offer to sell. Bids once made by the Vendor cannot be cancelled. The Vendor is bound to sell the material as mentioned above at the price that they bid.
- **LOWEST BID OF VENDOR:** In case the Vendor submits more than one bid, the lowest bid will be considered as the Vendor's final offer to sell
- **AUCTION TYPE:** The Vendors will be able to view the rank of different vendors. The vendor will not be able to view the current lowest price on the portal.
- **VISIBILITY TO VENDOR:** The Vendor shall be able to view the following on his screen along with the necessary fields:
 - Rank of other Vendors
 - Rank of the Vendor

- **MASKED NAMES:** The original names of the Vendors shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by The Bank shall submit the Report to CBI with the original names displayed.
- **GENERAL TERMS & CONDITIONS:** Vendors are required to read the “Terms and Conditions” section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.)

OTHER TERMS & CONDITIONS

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

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

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Vendor at a particular position/ rank, which means one(1) L1, one(1) L2 & so on. The criteria followed here is of Price only. So, the Vendor who quotes the lowest Price is declared as the winner of the Auction. A vendor here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	The Bidder should complete the following steps: • Participate in the training Program for bidding by the agency appointed by The Bank on the dates mentioned in this document • Be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by CBI for the reverse auction event. Vendors can bid only lower than the start bid price. Start bid price shall be available to the Vendors during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the vendors during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids:	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of 1 hour duration. In case there is a bid by any vendor within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 90 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained

		during training.
Price evaluation award purchase order	Bid and of	At the end of reverse auction process, L1 of Reverse Auction will be identified. CBI reserves the right to reject any or all the bids without assigning any reason whatsoever.

OTHER IMPORTANT TERMS AND CONDITIONS RELATED TO OUTSOURCING

- The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
- The vendor should have a well-documented BCP and Disaster Recovery Plan and also security and control practices.
- The vendor shall provide a non-disclosure and integrity pact.
- The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.
- The vendor shall disclose security breaches if any to the Bank, without any delay.
- Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

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

To

**The General Manager/ Incharge Business Support
Central Bank of India
Chandermukhi, Nariman Point
Mumbai - 400 021.**

Dear Sir,

Reg: Tender for purchase of NSPMs (4+1 pockets) at Currency Chests and disposal of old NSPMs

1. With reference to the above Tender/ RFP, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer detailed in your above referred Tender/ RFP.
2. We confirm that the offer is in conformity with the terms and conditions as mentioned in the tender and all required information have been enclosed.
3. We also confirm that the offer shall remain valid for 180 days from the date of opening of Commercial Bid.
4. We hereby undertake that the equipment to be delivered to the Bank will be brand new including all components and that the equipment and its parts are licensed and legally obtained.
5. We hereby undertake to provide Performance Bank Guarantee equivalent to 10% of the value of the Invoice amount with a validity period of three years (excluding the warranty period) **OR**
6. The Bank may retain 10% of the contract amount as interest bearing fixed deposit to be released after four years.
7. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
8. We enclose Demand Draft/ Pay Order for ₹ _____ favouring Central Bank of India and payable at Mumbai, towards Earnest Money Deposit, details of the same are enumerated as under:-
 - Demand Drafts/ Pay Orders Nos:
 - Date of Demand Drafts/ Pay Orders :
 - Name and address of Issuing Bank :
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
10. Shri _____, who has signed this letter is the authorized signatory for all correspondence, agreements, documents etc, on behalf of the Company.

Yours faithfully,

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

VENDOR'S PROFILE

Sr No	Description	Remarks
1	Name of the Organisation	
2	Address	
3	Tel. No. & e-mail	
4	Year of Establishment	
5	Status of the firm Subsidiary/ Authorised dealer	
6	Name of Directors/ Key officials: i) ii) iii) iv) v)	
7	Whether registered with the Registrar of Companies/ Registrar of Firms. If so, mention number and date	
8	Name and address of Bankers:	
9	Turnover of the Company/ Firm in 2018-19, 2019-20 & 2020-21 (Please attach a copy of audited Balance sheet and Profit & Loss Account for the periods and CA certificate)	
10	Whether registered for sales tax purposes. If so, mention number and date Also furnish copies of sales tax clearance certificate	
11	GST Number	
12	Income Tax Permanent Account Number	
13	Furnish copies of Income tax clearance certificate	
14	Equipment: Indigenous/ Imported	
15	Is the Company/ Firm a manufacturer or Dealer/ Distributor of Currency Note Sorting Machine	
16	If the Company is 100% subsidiary or authorized dealer, give the Name of Manufacturer(s) and their Country.	
17	In case the Manufacturer's Offices are located in India, give their address in India and telephone numbers & e- mail	
18	Enclose Certified True copies of the current Dealership certificates given by the manufacturers	
19	Give details of the after sales service facility provided by your company/ firm on all India basis (Service Centre details).	
20	Since when and how long your Company/ firm has been dealing in Note Sorting Machine. Minimum three years association of the Company (Service Provider) with the same manufacturer is required.	
21	Is the Company / Firm / Manufacturer ISO 9001 certified. If Yes, copy of the certificate be enclosed.	

22	If you are registered in the panel of other organizations/ statutory bodies, such as Banks, PSU, RBI, etc. for Note Sorting machines, furnish their names, category and date of registration.	
23	Details of Technical Staff/ Engineers - Service Centers. Confirmation letter certifying that the Engineers are on the pay roll of the Company.	

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

Sr No	Name of the Organization with Address	Year of Installation	Number of Machines installed	Value of orders (Rs)
-------	--	-------------------------	---------------------------------	-------------------------

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

DECLARATION

1. I/ We have read the instructions and I/ We understand that if any false information is detected at a later date, any future contract made between ourselves and Central Bank of India, on the basis of the information given by me/ us can be treated as invalid by the Bank and I/ We will be solely responsible for the consequences.
2. I/ We agree that the decision of Central Bank of India in selection of Vendors will be final and binding to us.
3. All the information furnished by me/us hereunder is correct to the best of my/ our knowledge and belief.
4. I/ We agree that I / We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets.
5. I/ We understand that the quantity of Note Sorting Machines is approximate only and it may decrease or increase at the discretion of the Bank.

SIGNATURE

NAME & DESIGNATION

SEAL OF THE FIRM / COMPANY

PLACE:

DATE:

FORMAT FOR ANNUAL MAINTENANCE CONTRACT AGREEMENT

This agreement is made at Mumbai on (Date of agreement) the..... day of 2021 between **CENTRAL BANK OF INDIA**, a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at Chandermukhi, Nariman Point, Mumbai – 400021, (herein after referred to as “**The Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assignees) of the ONE PART

And

M/s _____ a company incorporated under the Companies Act, 1956 and having its Corporate Office at _____, India (herein after referred to as the “**Service Provider**” which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and permitted assignees) of the SECOND PART

Whereas the Bank and Service Provider is under mutual discussion for the purpose of maintenance and services of **Note Sorting Machines (4+1 Pockets)** (hereinafter referred to as “**Machines**”) under this maintenance contract, comprising of preventive and corrective maintenance of Machines as per Annexure enclosed.

Whereas the Bank has Machines shown in this Agreement hereof and is now desirous of availing a Comprehensive Maintenance Services for the Machines installed at the currency chests of Bank’s offices located at different parts in India, as per the Annexure enclosed to this Agreement.

AND WHEREAS the Service Provider has agreed to accept the offer and to perform the said maintenance of Machines as mentioned in this Agreement, as per Annexure enclosed to this Agreement.

Now both the Parties agree to the following:

- 1.0 SCHEDULES TO THE AGREEMENT: The Annexure enclosed in this Agreement forms an integral part of this Agreement. However during the tenure of this Agreement, Bank is at liberty to add to or delete from the annexure any number of Machine, if so required. In case of addition of work, the same will be done on already agreed and settled rates for the main contract of maintenance.
- 2.0 **TERMS & CONDITIONS OF THE COMPREHENSIVE MAINTENANCE CONTRACT**
 - 2.1 The Service Provider shall truly and faithfully carry on the performance under this Agreement as is required by any service provider performing services of similar nature. The services shall be performed in a proper manner and to the extent and satisfaction of the Bank for a period of 4 (Four) years (As per attached Annexure), after the expiry of the initial warrantee period of 12 months from the date of installation of Machine. During the term of this Agreement the Service Provider agrees to maintain the equipment in a good and working order and for this purpose will provide the following repair and maintenance service described in the subsequent clauses.
 - 2.2 The comprehensive maintenance includes preventive maintenance, quarterly regular services of the Machines as mentioned in the Annexure and/or replacement of any items necessary for keeping the said items active and free from any defects or disturbance and also on any scheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right its malfunctioning.
 - 2.3 Maintenance shall be provided on site for the Machine by the Service Provider, during official working hours of Bank. This Maintenance contract is comprehensive, which covers both spare parts and labour. Broken and burnt parts, parts damaged due to end user mishandling and parts damaged due to adverse electrical conditions on site, will not be covered under the AMC. Consumables material such as printer, paper roll & ribbon are not covered under this Agreement.
 - 2.4 The replacement of defective spares with original spares or spares of equivalent specification will be done by the Service Provider without any extra charge.

- 2.5 The comprehensive maintenance shall be carried out primarily at the premises of the Bank during the office hours. In case, the Service Provider considers that the Machine cannot be repaired on-site, it will carry the defective Machine/ part (as the case may be) with the consent of Bank's officials, after giving due receipt of the defective Machine/ part and deliver it back to the Bank at the Service Provider's own cost and risk.
- 2.6 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the Second Party will not raise any condition with regard to the working environments for the equipment covered under the Maintenance Contract.
- 2.6 The Service Provider agrees to maintain uninterrupted service to the Bank as per the terms and conditions of this Agreement.
- 2.7 **The Bank agrees to pay an AMC charge of ₹ ____/- (Rupees _____ only) excluding GST, per annum per Machine for a period of Four (04) years. The Bank shall pay quarterly flat fees per Machine post expiry of the Quarter. The agreement shall remain valid initially for a period of Four (04) years or as long as the machine is being used in respective Branch/ Currency Chest.**
- 2.8 The Service Provider's maintenance personnel shall be given access to the Machine mentioned herein, for purposes of performing the repair and maintenance activities whenever necessary. The Service provider has to upgrade the Software as well as the Hardware of the Machine as and when required, as per the RBI guidelines or Government notifications.
- 2.9 All confidential information disclosed by one of the parties hereto to the other shall be kept secret from third parties. Any confidential information received may only be made accessible to a third party with the prior written consent of the disclosing party. Each party shall ensure, by concluding appropriate agreements with those of its own employees who are to be given access to the above-named information and/or documents for the performance of their professional duties, that these employees are equally obliged to observe secrecy, whereby the obligation shall survive the termination of their respective employment contracts.
- 2.10 The Service Provider shall provide preventive maintenance, corrective maintenance and break down calls for the items covered under this Agreement. All problems shall be reported by the Bank as per procedure already provided by the Service Provider.
- 2.11 The Service Provider shall conduct Preventive Maintenance and general servicing (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior of the Machine, checking and testing of Machine and necessary repairing of the equipment's related to the Machine) at least Four (04) times in a calendar year.
- 2.12 Qualified maintenance engineers totally familiar with the Machine shall perform all repair and maintenance service described herein.
- 2.13 In the event where the request for corrective maintenance is received by Service Provider from the Bank on a working day, i.e. from Monday to Saturday, between 09.00 am to 03.00 pm local time ("reporting time"), Service Provider shall arrive at the Bank's premises as per below mentioned schedule:-

Location	Distance	Response Time
City	0-50 Kms	0 - 24 Hrs
Remote 1	50-80 Kms	24 - 48 Hrs
Remote 2	Beyond 80 Kms	72 - 96 Hrs

- a. If the request is received by the Service Provider after 03.00 pm then the Parties shall mutually agree that the request shall be addressed on the next working day.
- b. The response time specified at the foregoing paras shall not apply if it cannot be met due to force majeure reasons briefly described in this Agreement, or if otherwise agreed between the Parties in special cases.

c. **Turn Around Time**

Turn Around Time shall be the time taken by the Service Provider to rectify a reported problem and handing over the Machine for processing back to the Bank. The Turn Around Time shall depend on the nature of breakdown i.e. Minor and Major

- i. Minor Breakdown shall refer to breakdowns involving either no parts or wearing parts only. The turnaround time for minor breakdowns shall be 24-48 hours in the case of metros, 48-72 hours in the case remote 1 location and 72-96 Hours in the case of remote 2 location.
- ii. Major Breakdowns shall refer to breakdowns involving electronic parts like but not limited to power supplies, other electronic boards or sensor blocks that are expensive and cannot be stocked at the Bank site. The turnaround time for such breakdowns shall be 72-120 hours in the case of cities and 120 to 170 hours in the case of remote locations.

- 2.14 **Penalty Clause:** Failure in adhering to any of the terms and conditions mentioned in the scope of the Agreement will attract a penalty. If the service level as agreed in this Agreement is not maintained, a penalty of @ ₹ 500/- (Rupees Five Hundred only) per day for the first 10 days and ₹ 5,000/- (Rupees Five Thousand only) per day beyond 10 days shall be claimed by the Bank. Maximum penalty shall be limited to 10% of the AMC value of any particular Machine.
- 2.15 Notwithstanding the provisions mentioned herein, the Bank shall have the right to cancel the Agreement for any default on the part of Service Provider due to non-performance thereof, provided it gives a 3 months prior intimation to the Service Provider before such cancellation. The statement of Bank as to occurrence of default, to be mentioned in the notice, shall be final.
- 2.16 The Service Provider shall maintain a written maintenance and repair log and shall record therein each incident of the Machine malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed at the Banks' site.
- 2.17 Force Majeure shall mean and be limited to the following:
- a) War / hostilities
 - b) Riot or Civil commotion
 - c) Earthquake, flood, tempest, lightening or other natural physical disaster.
 - d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the Second Party. However, increase in cost to perform the obligations due to any of the said factors as mentioned in this Clause, shall not be treated as a force majeure situation if it is otherwise possible to perform the obligations.
- 2.18 Completion period may be extended to circumstances relating to Force Majeure by the Bank. The Service Provider shall not claim any further extension for completion of work before the said stipulated period. The Bank shall not be liable to pay extra costs under any conditions.
- 2.19 The contract will be initially valid for a period of Four (04) years from the date of start of AMC as per attached Annexure and may be renewed further, which is at the discretion of the Bank and based on the satisfactory services provided by the Service Provider.
- 2.20 Compliances under Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressed) Act, 2013 - That Service Provider has established an internal Policy on Prevention of Sexual Harassment (PoSH) in line with the provisions of the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressed) Act, 2013 ("the Act") and accordingly has constituted an Internal Complaint Committee (ICC) to comply with the provisions of the Act related to filing, disposing, hearing, taking necessary action, maintaining records etc. with respect to complaints filed by any personnel falling within the ambit of "employee" under the Act. Further such records shall be available to the Bank upon written request.

2.21 The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Mumbai Courts in all matters regarding the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorised representatives on the day, month and year first before written.

Signed by
Central Bank of India

Signed by
M/s _____

Name:
Designation:

Name:
Designation:

ON THE FIRST PART
In the Presence of witness: -

ON THE SECOND PART
In the presence of witness:-

1.

1.

2.

2.

PRE CONTRACT INTEGRITY PACT**1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, between, the Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandramukhi, Nariman Point Mumbai-400021, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief executive officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

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

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

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

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

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

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its

officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. PREVIOUS TRANSGRESSION

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

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

6. EARNEST MONEY (BID SECURITY)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest

Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

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

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

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

7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

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

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

BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

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

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

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

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

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

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

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

8. FALL CLAUSE

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

9. INDEPENDENT EXTERNAL MONITORS

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

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

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

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

Name of the Officer CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Designation

Name of Wing

Central Bank of India

Witness

Witness

CERTIFICATE

(On letter head of the Company/ Firm)

To,

**The General Manager/ Incharge
Business Support Department (BSD)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021**

Request for Proposal (RFP) Ref:

1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
 - a. An entity incorporated, established or registered in such a country
 - b. A subsidiary of an entity incorporated, established or registered in such a country
 - c. An entity substantially c o n t r o l l e d through entities incorporated, established or registered in such a country.
 - d. An entity whose beneficial owner (as per definition attached) is situated in such a country
 - e. An Indian (or other) agent of such an entity
 - f. A natural person who is a citizen of such a country
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Place:

Signature:

Date:

Name & Designation

Company Seal

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

PURCHASE PREFERENCES

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. MICRO & SMALL ENTERPRISES [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centers or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per Form PP-B.
- 1.4. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. STARTUP

No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)

3. Procurement through Local Suppliers (MAKE IN INDIA):

Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2, 3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15.6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised "Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.