



***Central Bank of India
Department of Information Technology,
CBD Belapur, Navi Mumbai***

Request for Proposal (Bid) Document

For

Rate Contract for Various Hardware Items

&

Peripherals

CONTENTS

No	Topic	Page
1	Invitation to Bid	7
2	Eligibility Criteria	7
3	Quality Standards	9
4	Unacceptable Quality Of Computers	9
5	Earnest Money Deposit(Bid Security)	9
6	Performance Guarantee	9
7	Cost of Bidding	10
8	Manufacturer's Authorization form	10
9	Terms / Scope of Execution of Work	10
10	Bid	11
11	Integrity Pact	11
12	Technical Offer	11
13	Commercial Offer	11
14	Evaluation & Acceptance	12
15	General Terms	12
16	Order Cancellation	16
17	Indemnity	16
18	Liquidated Damages	17
19	Confidentiality & Non – Disclosure	18
20	Guarantee on software license	18
21	Force Majeure	19
22	Resolution of Disputes	19
23	Format of the Letter of undertaking of Authenticity to be submitted by the Bidder to the Bank	20
24	Independent Contractor	20
25	Assignment	21
26	Bidder's liability	21
27	Information Ownership	21
28	Inspection, Audit, Review, Monitoring & Visitations	22
29	Intellectual Property Rights	23
30	Termination	24
31	Privacy and security safeguards	25
32	Governing Law and Jurisdiction	26
33	Compliance with Laws	26
34	Violation of terms	27
35	Corrupt and Fraudulent Practices	27
36	Publicity	27
37	Entire Agreement; Amendments	27
38	Survival and Severability	28
39	Bidding Document	28
40	Amendments to Bidding Documents:	28
41	Period of Validity	28
42	Last Date and Time for Submission of Bids	28

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

43	Late Bids	28
44	Modification and / or withdrawal of bids	29
45	Clarification of bids	29
46	Bank's Right To Accept Or Reject Any Bid Or All Bids	29
47	Signing of contract	29
48	Revision of price due to fluctuations in Dollar exchange rate	29

Annexure-1	Technical specification of hardware items (A-M)	30
Annexure-2	Commercial Bid	40
Annexure-3	Guidelines for reverse Auction	42
Annexure-4	Bidders information	47
Annexure-5	Details of Support Centres	48
Annexure-6	Proforma for Performance Statement	49
Annexure-7	Letter to be submitted by bidder along with bid document	50
Annexure-8	Manufacturer Authorization Form	51
Annexure-9	Integrity Pact	52
Annexure-10	Non-Disclosure Agreement	57
Annexure-11	Format of Performance bank Guarantee	61

List of abbreviations

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

Invitation for tender offers

Central Bank of India, a body corporate constituted under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Central Office at Chander Mukhi , Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 59 Regional Offices (RO), 13 Zonal Offices (ZO) and approx. 4900 branches spread across India, intends to obtain the rate contract of various hardware items & peripherals to be used at branches/ Regional Offices/ Zonal Offices/ Central Office spread across the country for various purposes.

Central Bank Of India invites sealed tender offers (technical offer and commercial offer) from eligible, reputed manufacturers and/or their authorized dealers for **Rate contract of Computer Hardware and Peripherals** as specified in Annexure - I.

A complete set of tender documents may be purchased by eligible bidders upon payment of a non-refundable fee of Rs.5,000/-(Rupees Five thousand only) by demand draft/ banker's cheque in favor of "**Central Bank Of India**" and payable at **Mumbai/Navi Mumbai** or may be submitted with the Technical Bid, who wants to download the RFP.

The details are given below:

Tender Reference Number	CO:DIT:PUR:2017-18:251
Cost of RFP – non refundable	Rs.5,000/- (Rs. Five thousand only)
Date of Issue of RFP	25-10-2017
Bid Security (EMD)	Rs. 5,00,000/-(Rs. Five Lacks only)
Last Date of Written request for Clarifications Before the Pre-bid Meeting	cmdit@centralbank.co.in latest by 07-11-2017 upto 12:00 hrs
Pre-Bid meeting	09-11-2017 at 15:00 hrs
Last Date and Time for receipts of tender offers	24-11-2017 up to 15:00 hrs
Time & Date of Opening of technical bids	24-11-2017 at 15:30 hrs
No. Of Envelopes	Two (2) Envelopes. <u>Envelope 1 containing:</u> Technical Bid + Document Cost + Bid Security <u>Envelope 2 containing:</u> Commercial Bid
Address for Communication	Asst. General Manager-IT Central Bank Of India Department Of IT (DIT) 1 st Floor, Plot no-26, Sector-11 CBD Belapur,Navi Mumbai-400614 Mail address: smitpurchase@centralbank.co.in, cmdit@centralbank.co.in

Place of Submission / Opening tender offers : Contact Telephone Numbers	Central Bank Of India 1 st Floor, DIT, Plot No-26, Sector-11 CBD Belapur, Navi Mumbai- 400614 022- 67123681, 67123669
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The pre bid meeting will be held only with the bidders who have paid the cost of the tender document, on the date specified above, in order to address any queries in connection with the tender document. However, bidders, if decides to procure the tender document afterwards or to submit the tender document cost at the time of submission of the bid, may mail their queries to the above email addresses. A maximum of two representatives of a bidder can attend the pre-bid meeting.

Earnest Money Deposit mentioned above must accompany all tender offers (technical bid) as specified in this tender document.

Tender offers will normally be opened half an hour after the closing time, in the presence of the bidder's representatives who choose to attend the opening of tender. Any tender received without Document Cost and/or EMD, will be disqualified outright.

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

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

DISCLAIMER

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

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

1. Invitation to Bids

Offers are invited from reputed bidders with all India presence for quoting rate contract of the following hardware items:

- Desktop
- Laptop
- LaserJet Printer/Multi-Function /Ink Tank Printers
- Scanner
- Passbook Printer
- 136 Col DMP
- 80 Col DMP
- DMS Scanner

The detailed technical specifications of above hardware items are given in Annexure-1.

2. Eligibility Criteria

The Bidder must have following eligibility criteria:

S.No.	Eligibility of the bidder	Documents to be submitted
1.	The bidder must be a firm/company/ organization incorporated in India and doing relevant business for last 3 years.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office of the bidder.
2.	The bidder must have turnover of minimum Rs.100 Crore out of which Rs.50 Crore should be in Computer hardware business per year in the last three financial years as per the audited balance sheet available at the time of submission of tender, in individual capacity and not as a group as whole.	Copy of audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years
3.	The bidder should have made operating profits in at least two financial years out of last three financial years	Copy of audited balance sheet and / or Certificate of the Chartered Accountant.
4.	The vendor should have executed at least one single order of minimum Rs.2 Crore for supply and installation of IT components in either of the last two years.	Documentary proof to be submitted
5.	The bidder should have minimum 50 support centers in minimum Fifteen States including at least one in the North-East either own or franchisees.	Submit the self-declaration on Company's letter head with address locations and contact number in annexure -5

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

6.	At the time of bidding, the Bidder/OEM should not have been blacklisted/debarred/ by any Government department /PSU /PSE/ or banks for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the self-declaration
7	At the time of bidding the Bidder/OEM should not have any pending litigation against the Bank before any Court of Law.	Submit the self-declaration on Company's letter head
8	Bidder/OEM must not be a NPA holder in any Bank/Financial Institution.	Submit the self-declaration on Company's letter head

OEM can quote directly or through channel partners. However both should not participate in which case both will be disqualified and their offer will be rejected.

The bidder must submit necessary documentary proof for the above. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

3. Quality Standards

Central Bank of India is looking for quality products, which are volume, produced and are used by a large number of users in India. All products quoted should be associated with specific model & part numbers, names and with printed literature describing configuration and functionality. Details of product should be available on their website and bidder should provide the bank the access to the website. Any departures from the printed specifications should be clearly identified in a separate annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. The desktop should be Microsoft and Linux certified and should be and should be from an ISO 9002/9001 manufacturing unit. ***Bidder should submit ISO certification 9001/02***

4. Unacceptable Quality of Computers

The bidder should not substitute any internal components or subsystems of desktop by similar items from different manufacturers, without adequate justification that is acceptable to Central Bank of India.

5. Earnest Money Deposit (Bid Security)

Bidders are required to submit a Demand Draft from any scheduled commercial Bank favoring **“CENTRAL BANK OF INDIA- EMD “ for the amount Rs 5,00,000.00 (Rupees Five Lakhs only) as Earnest money Deposit (EMD) payable at Mumbai** along with their technical offer. Offers made without valid E.M.D as mentioned above will be rejected. **No interest will be paid by the Bank on the Earnest Money Deposit.** EMD can also be submitted in the form of Bank Guarantee as per the Bank's approved format **for the period of six months from the closing date of Tender.**

The EMD of the unsuccessful bidders will be returned on acceptance of the Purchase Order by the successful bidders subject to written demand for the same and EMD of the successful bidders will remain with the Bank till the warranty period is over.

Relaxation in Application cost and EMD will be extended to eligible entities (like having NSIC certificate), as per Government of India guidelines, subject to submission of necessary supporting documents.

6- Performance Bank Guarantee

a) The Successful bidder should provide a performance bank guarantee (Annexure-10) for a period of 3 years which also contain a claim period of three months from the last date of validity period, for an amount equivalent to EMD as above mentioned, in the format specified by the bank, within 30 days from the date of acceptance of letter of intent issued in this regard.

b) In the event of non-performance of obligation or failure to meet the terms of the RFP, Letter of Intent followed by the Agreement, bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Service provider. Bank reserves its right to invoke the Performance Bank Guarantee besides **cancellation of the**

Letter of Intent or contract wholly/partly in the event of breach and/or non-observance of any of guaranteed performance of any of the software and/or hardware.

Performance bank guarantee as required by concerned Regional office/Zonal office/Central office against their individual purchase orders should be submitted by the concerned bidder, to the respective offices.

7. Cost of Bidding

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

8. Manufacturer's Authorization form

Bidders must submit a letter of authority from their manufacturers in Annexure -8 that they have been authorized to quote on behalf of the manufacturer.

9. Terms / Scope of Execution of Work

- 9.1 The rate contract of the hardware items will be as per specifications / configuration given in the Annexure-1. The specifications tabulated are the minimum requirement and bidder can quote higher configuration if needed.
- 9.2 Bank will finalize only one bidder whose commercial bid is found to be lowest after *reverse auction*. However, if L2 / L3 agrees to match the items-wise rates with L1 bidder, Bank may shortlist 2-3 bidders for supply of such items. However, Bank's discretion will be final relating to number of bidders to be shortlisted.
- 9.3 Initially Rate contract will be valid for a period of 12 months from the date of issuance of letter of intent. It can be extended for a period of 1 year, on mutually acceptable terms.
- 9.4 A Letter of Intent (LOI) would be issued to successful bidder(s) from Central Office but individual purchase order would be issued by respective Regional Offices / Zonal Offices / Central Office for actual requirement.
- 9.5 The bidder shall deliver & install all hardware items ordered and make it operational at respective sites.
- 9.6 This tender does not guarantee for purchase of any hardware items. The purchase quantity will depend upon the actual requirements, which may emanate during the rate contract period.
- 9.7 As the Bank's offices / branches are spread across country, bidder is required, if ordered, to supply, install and maintain hardware items at respective offices / branches spread across India.

10. Bid

- 10.1 The offer will be in two parts consisting of Technical bid and Commercial Bid.
- 10.2 The bids must be submitted in two separate sealed cover giving full particulars and duly super-scribed “ **Technical Offer for Rate contract of Hardware Items & Peripherals** “ and “ **Commercial offer for Rate Contract of Hardware Items & Peripherals** “. These covers should also indicate name and address of the bidder submitting the offers.

11. Integrity Pact

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

12. Technical Offer

- 12.1 The Technical Offer (TO) should be complete in all respects and contain all information asked for in this document.
- 12.2 It should not contain any price information. But a copy of the commercial bid without mentioning the price should be attached with TO. However, any mention of price in TO will result in cancellation of the bid.
- 12.3 The TO must be submitted in an organized and structured manner. All the product brochures / leaflets / manuals etc. to be submitted along with the TO. The technical offer should comprise compliance of Technical configuration / specifications as per Annexure-1.
- 12.4 The TO must contain the document cost (if not already submitted) and bid security. Without any of these two, bidder will be disqualified and bid submitted by them will be not processed.
- 12.5 The TO envelope must also contain the soft copy of the technical offer in a CD or Pen Drive either in MS Word or MS Excel format.

13. Commercial Offer

- 13.1 The Commercial Offer (CO) should be complete in all respects and contain all information asked for this document. It should contain only the price information as per Annexure - 2.
- 13.2 The commercial offer should comprise compliance of Technical configuration / specifications as per Annexure-1.
- 13.3 The price to be quoted in individual items and it should be unit price in Indian rupees.
- 13.4 The price is exclusive of taxes like Goods and Services Tax etc., which shall be paid as per actuals.
- 13.5 The prices should include comprehensive on site warranty maintenance of hardware items covering all components, services, visits to the concerned offices and insurance of hardware items up to installation.

- 13.6 The Bank will consider the Total Cost of Ownership (TCO) over a five-year period (3 years warranty and 2 years AMC).

14. Evaluation and acceptance

- 14.1 Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered while evaluating the commercial bid. Bank may, at its sole discretion, waive any minor non-conformity or deviations.
- 14.2 Bank will award the contract to the successful Bidder whose bid has been determined as the **Lowest Commercial bid (L1) through the Reverse Auction process** of this commercial evaluation. The details of Reverse Auction process are given in Annexure 3.
- 14.3 Bank reserves the right to reject an offer under any of the following circumstances:
- a) If the offer is incomplete and / or not accompanied by all stipulated documents.
 - b) If the offer is not in conformity with the terms and conditions stipulated in the RFP.
 - c) If there is a deviation in respect to the technical specifications of hardware items.

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

15. General Terms

This tender is for entering into Rate contract agreement with bidders for hardware items as listed in this RFP. This rate contract shall be valid for 12 months from date of issuance of letter of intent. Bank can issue purchase order on Rate contract finalized for hardware items based on actual requirements during the validity of this contract.

15.1 Delivery Period: Bidder will complete the supply and installation all the hardware items & peripherals within 6 weeks from date of the order. However, if the delivery and installation is not complete within stipulated time, they are liable for penalty as per point No 15.7.

In case, the site is not ready for installing the hardware and peripherals, the bidder should get a letter from the concerned RO/ZO/CO to that effect and carry out a notional installation within 30 days from the date of delivery and get the installation certificate from the concern RO/ZO/CO. Such installation date will be treated as the start date of warranty. Subsequently, the bidder can claim the payment from the respective offices. However, the bidder should give an undertaking in writing to the Bank that they would install the hardware as and when site is ready. However, wherever road permit will be necessary, the delivery period will be 8 weeks, subject to the fact that it is mentioned in Purchase Order by the respective offices.

Bank reserves the right to shift the equipment's to new location/s and warranty / AMC / support for the same will continue to be in force at the new location.

15.2 Payment Terms: Payment will be released by the respective Central office/Zonal offices/Regional Offices from where the purchase orders are issued. Payment terms are as under:

- a. 90% against delivery and successful installation of hardware items at the respective locations
- b. Remaining 10% payment will be made after completion of Warranty period by the respective offices. However this 10% amount can be released against Performance Bank Guarantee of equivalent amount valid upto the Contract Period. The format of the PBG must be in the form of Bank's approved format.
- c. Successful bidder will be responsible for removing all the data and software from the old hardware through degaussing or physical destruction at no cost to the Bank.
- d. The payment for AMC will be made on quarterly basis in arrears.

15.3-Fixed Price and Taxes

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

(B) Taxes:

1- The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

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

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

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

(ii) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST

Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

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

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

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

15.4. Warranty Period and AMC: The Hardware items & peripherals will be under on site comprehensive warranty for period of three years, from date of successful installation of the hardware at the respective locations and thereafter under the annual maintenance contract (AMC) for 2 years. The AMC should include all costs that the original manufacturer would charge the Bidder. Please note that the warranty will start only after **complete** and **successful installation** of equipments at the respective locations.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period/AMC period. During the warranty/AMC period, bidder shall maintain the systems and repair/replace at the installed site all defective components, at no charge to Central Bank of India. The bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty / AMC period at their support office across the country.

Successful bidder will be liable to replace the whole unit during the warranty period in case of following:

- The Unit is not repairable.
- The Unit is repaired 4 times or more during the warranty period, for faults in main parts like motherboard, Memory, Monitor, Fan, Hard disk, SMPS.
- The Unit is repaired with inferior spares.

Warranty should not become void if Central Bank of India buys any other supplemental hardware from a third party and installs it with/in these machines in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware items installed by Central Bank of India.

The Bidder will enter into an AMC agreement with the bank at the discretion of the Bank, after the expiry of warranty period to support the Hardware & Software supplied for a minimum period of 2(two) years at the rate quoted in “Commercial Proposal”.

15.5 Software Warranty: All the software supplied will carry following warranties:

Media warranty for 90 days
Patches and updates for one year

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

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

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

15.7 Penalty: Penalty of ½ % of purchase order per week or part thereof for delay in supply after scheduled time as specified in this RFP subsequent to acceptance of purchase order with maximum penalty of 10% of purchase order amount for a particular office. However, Penalty will not be levied for reasons solely attributable to the Bank. In case of site is not ready, Bank will not charge penalty for that period.

In case of any dispute, at any stage, the same to be settled as per terms and conditions stipulated in the RFP. If the same is not settled as per as per terms and conditions stipulated in the RFP, the parties may approach before court of law situated within jurisdiction of Bank’s office location from where purchase order was issued.

15.8 Buyback of old hardware and peripherals:

- a) The successful bidder should collect the old hardware and peripherals from the concerned branches, if the procurement is made as a replacement of the existing hardware. Respective RO/ZO/CO will provide the details of old hardware items to be lifted, if any, from the locations. Bidder should produce the relevant document as proof for having collected old hardware and peripherals, against which only the payment will be released by the paying offices.
- b) Quantity mentioned in Annexure-2 is tentative. No of Units actually offered for Buy-Back will depend on the availability and figures mentioned above are only for calculation of TCO. For Buy-back, the units will be offered “as is where is” basis.
- c) In case, the buyback machines are not provided by the branch, for whatever

reasons, it is the responsibility of the bidder to get a letter from the concerned Branch /Regional Computer center, within one month from the date of installation of new hardware, stating the reasons for not handing over the old hardware, so that the invoice/payment can be processed.

16. Order Cancellation

16.1 If the bidder fails to deliver and / or install the equipment within time schedule or the extended date communicated by the Bank, it would be considered as a breach of contract. Bank reserves the right to cancel the Letter of intent/purchase order or entire contract in all such cases of breach of contract by giving 30 days' notice.

16.2 The Bank reserves its right to cancel the order in the event of delay in delivery / Installation / commissioning of equipment.

16.3 Serious discrepancy in hardware noticed.

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

17. Indemnity

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

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

vi. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

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

i. Notifies the Bidder in writing; and

ii. Cooperates with the Bidder in the defense and settlement of the claims.

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

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

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

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

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

b) the Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, and incidental damages and compensations.

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

18. Liquidated Damages

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

2. The Liquidated Damages (LD) shall be a sum equivalent to ½% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract

amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or forfeiture of Bank guarantee. In this context Bank may exercise both right jointly or solely. Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

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

19. Confidentiality & Non – Disclosure

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

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

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

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

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

The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 30 days from, the date of issuance of Letter of intent.

20. Guarantee on software license

The bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation. Software supplied should not have any embedded malicious and virus programs.

21. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

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

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

Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

22. Resolution of Disputes

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

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

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

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

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

of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

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

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

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

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

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

We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of PO or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard".

24. Independent Contractor

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

before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank

25. Assignment

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

26. Bidder's liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

27. Information Ownership

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

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

28. Inspection, Audit, Review, Monitoring & Visitations

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

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

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

Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures,

physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

Visitations

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

29. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. The Bidder represents that a separate agreement is required to be entered into by the Bank with Third-party Bidders either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered . The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

30. Termination

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

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

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

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

4. Termination for Insolvency

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

5. Termination – Key Terms & Conditions

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

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

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

6. Exit Option and Contract Re-Negotiation

- a. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;
 - ii. Delay in delivery, performance or implementation of the solution beyond the specified period;
 - iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)
- b. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- c. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third party suppliers. As aforesaid The Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.
- d. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

31. Privacy and security safeguards

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

Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

- ii. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Bidder hereby agrees that they will preserve the documents.

32. Governing Law and Jurisdiction

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

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

33. Compliance with Laws

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

34. Violation of terms

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

35. Corrupt and Fraudulent Practices

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

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

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

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

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

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

36. Publicity

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

37. Entire Agreement; Amendments

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

38. Survival and Severability

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

39. Bidding Document:

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

40. Amendments to Bidding Documents

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

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

41. Period of Validity

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

42. Last Date and Time for Submission of Bids

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

43. Late Bids

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

44. Modifications and/or Withdrawal of Bids

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

45. Clarifications of Bids

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

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

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

Further, Rate contracting of hardware items with bidders does not assure that work order will be issued to the bidder(s) for Hardware Items. Separate purchase order will be issued by respective offices as and when required.

47. Signing Of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 30 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

48. Revision of price due to fluctuations in US Dollar exchange rate

Keeping in view the fluctuating US Dollar-Rupee exchange rate, Bank intends for monthly price revision (upwards or downwards, as the case may be). The following will be the important aspects of the price review mechanism.

- The USD exchange rate at the close of the day of final reverse auction will be considered as base rate.
- After three months from the date of Purchase order, on the 1st working day of every quarter during the contract period, Base Rate will be reviewed.
- Revision will be done, only if the average exchange rate of USD with INR exceeds +/- 5% from the previous Base Rate.
- If average exchange rate of USD with INR exceeds +/- 5% from the previous Base Rate, individual prices of the line items will be modified (increased or decreased) by the same percentage. The average exchange rate for this purpose, will be the average of closing exchange rate as on 15th and last day of three months of the previous quarter.
- The revised rate of the line items of the Purchase Order will be intimated to Zones/Regions during the first week of the month.

Annexure-1

Technical specifications of hardware items

A. Configuration of Desktop with Intel/AMD Processor:

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations, if any
1	Make	Must be specified		
2	Model	Must be specified		
3	Processor	Intel® Core™ i3-7100 Processors(3.9 GHz, 3 MB L3 cache) 7 th generation or Higher / AMD A10 PRO 9700 Processor (3.5 GHz, 2 MB cache) or higher (The processor should have been launched by the OEM within 1 year from the date of RFP- Documentary Proof to be submitted)		
4	Chipset	H110 or higher/AMD A78 or higher		
5	Motherboard	OEM motherboard should have the following features: • Minimum 2 Free PCI/PCIe slots • Compatible with CPU & RAM		
6	System Memory	1 x 4 GB DDR4 or higher with minimum 2133 MHz , RAM upgradeable up to 32 GB or more with minimum 2 DIMM slots		
7	HDD	500 GB or higher SATA III (3 Gb/s) HDD 7200 RPM		
8	Ports	1 serial, 1 parallel, 6 USB port with minimum 2 high speed USB 3.0 & 4 USB 2.0, VGA, Speaker and Microphone		
9	Graphics	Intel HD Graphics/HD 7000 Series or higher, Radeon R7 series or higher for AMD		
10	Audio	Integrated Audio Controller		
11	Monitor	18.5 Or higher "TFT OEM color monitor asset controlled/ Energy Star 5.0 /TCO 05 or higher.		
12	Keyboard	104 Keys, heavy duty bilingual keyboard, having key life of 20 million keystrokes (Same Make and Color as base PC) , if bilingual key board of same make is not available then bidder has to provide keyboard of reputed brand with above specification		
13	Mouse	2 button Optical scroll Mouse with mouse pad		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

14	Power Supply	150 watts ACPI compliant or more SMPS, should be capable to support fully configured PC		
15	BIOS	Flash Bios		
16	Ethernet Port	Embedded Auto Sensing gigabit LAN with WOL & PXE		
17	Recovery and back up S/w	Bundled S/w for Data Recovery in media		
18	Operating System	Microsoft Windows 10 Pro or higher license, The system should be provided with Professional (64 bit) CD , Drivers CD and recovery along with Windows 10 Pro (Or Higher) CD, Drivers and recovery CD		
19	Security	Serial & USB Interface Control, Power -On Password, Setup Password, Memory Change Alert functionality with Pad lock		
20	Manageability	Manageability features like Asset tracking (BIOS, HDD, Memory, O/S Information, BIOS, Serial Number, Model and Manufacturer). DMI 2.0 compliant		
21	Compliance	OEM 9001:2008		
22	Power Management & Environmental standards	Energy Star 5.0 compliant, Hard disk and system idle Mode in, Power On, Setup Password, Power Supply Surge protected, EPEAT- Certified , Green Peace rating of 4 and above (OR) any other similar rating or certification that aims at green brand PC		
23	Warranty	3 years comprehensive onsite warranty		

B- Configuration of Gateway

Same as A with Intel processor only, without OS (compatible with Windows 2008 server), inclusive of standard DVD RW Drive

C. Configuration of Desktop with Intel/AMD Processor without Monitor:

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations, if any
1	Make	Must be specified		
2	Model	Must be specified		
3	Processor	Intel® Core™ i3-7100 Processors(3.9 GHz, 3 MB L3 cache) 7 th generation or Higher / AMD A10 PRO 9700 Processor (3.5		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

		GHz, 2 MB cache) or higher (The processor should have been launched by the OEM within 1 year from the date of RFP- Documentary Proof to be submitted)		
4	Chipset	H110 or higher/AMD A78 or higher		
5	Motherboard	OEM motherboard should have the following features: • Minimum 2 Free PCI/PCIe slots • Compatible with CPU & RAM		
6	System Memory	1 x 4 GB DDR4 or higher with minimum 2133 MHz , RAM upgradeable up to 32 GB or more with minimum 2 DIMM slots		
7	HDD	500 GB or higher SATA III (3 Gb/s) HDD 7200 RPM		
8	Ports	1 serial, 1 parallel, 6 USB port with minimum 2 high speed USB 3.0 & 4 USB 2.0 (with at least 2 in front), VGA, Speaker and Microphone		
9	Graphics	Intel HD Graphics/HD 7000 Series or higher, Radeon R7 series or higher for AMD		
10	Audio	Integrated Audio Controller		
11	Keyboard	104 Keys, heavy duty bilingual keyboard, having key life of 20 million keystrokes (Same Make and Color as base PC) , if bilingual key board of same make is not available then bidder has to provide keyboard of reputed brand with above specification		
12	Mouse	2 button Optical scroll Mouse with mouse pad		
13	Power Supply	150 watts ACPI compliant or more SMPS, should be capable to support fully configured PC		
14	BIOS	Flash Bios		
15	Ethernet Port	Embedded Auto Sensing gigabit LAN with WOL & PXE		
16	Recovery and back up S/w	Bundled S/w for Data Recovery in media		
17	Operating System	Microsoft Windows 10 Pro or higher license, The system should be provided with Professional (64 bit) CD , Drivers CD and recovery along with Windows 10 Pro (Or Higher) CD, Drivers and recovery CD		
18	Security	Serial & USB Interface Control, Power -On Password, Setup		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

		Password, Memory Change Alert functionality with Pad lock		
19	Manageability	Manageability features like Asset tracking (BIOS, HDD, Memory, O/S Information, BIOS, Serial Number, Model and Manufacturer). DMI 2.0 compliant		
20	Compliance	OEM 9001:2008		
21	Power Management & Environmental standards	Energy Star 5.0 compliant, Hard disk and system idle Mode in, Power On, Setup Password, Power Supply Surge protected, EPEAT- Certified , Green Peace rating of 4 and above (OR) any other similar rating or certification that aims at green brand PC		
22	Warranty	3 years comprehensive onsite warranty		

D – Configuration of Monitor

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations , if any
1.	Model & Make	Specify		
2.	Display	18.5 Or higher “TFT OEM color monitor		
3.	Resolution	Minimum 1366x768 or higher		
4.	Refresh Rate	60Hz or higher		
5.	Connectivity	Minimum VGA Connector, HDMI / DVI connector (Cables to be included)		
6.	Features	Adjustable Stand, Wide Viewing Angle (178 degree or more)		
7.	Compliance & Certification	Energy Star 5.0 or above, RoHS		
8.	Warranty	3 years comprehensive onsite warranty		

E - Configuration of Laptop

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations , if any
1.	Model & Make	Specify		
2.	Processor	Processor Minimum Intel core i3 7 th generation 7100U (2.4 GHz, 3MB Cache) or higher		
3.	Chipset	Intel Integrated Chipset or equivalent		
4.	Mother Board	Intel / OEM Mother board		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

5.	RAM	8 GB DDR4 or higher operating at minimum 2133 MHz		
6.	Hard Disk	Min 500 GB SATA 5400 RPM or higher.		
7.	Operating System	Preloaded Genuine Windows 10 or above Professional 32/64bit, OEM Version, with recovery CD		
8.	Network Card	Integrated 10/100/1000 Mbps Gigabit Ethernet		
9.	Display	Minimum 14" screen WXGA LED backlit		
10	Graphics	Integrated Intel HD Graphics		
11	Optical Disk Drive	8 X DVD +/- RW Drive		
12	Webcam	Integrated Minimum 1.3 Megapixel or 720p HD or higher		
13	Expansions Ports	USB 3.0x2, USB Cx1, Integrated Microphone , VGA, RJ-45, 1 HDMI		
14	Wireless	Wireless 802.11.b/g/n/ac, Bluetooth		
15	Carry Bag	Executive Carry Case		
16	Audio	Integrated Speakers		
17	Keyboard and Pointing Device	Standard Keyboard with touchpad		
18	Card Reader	Integrated 3 in 1 Card Reader		
19	Battery Type/Life	Lithium-ion/Polymer battery, minimum 3.5 hours of battery backup.		
20	Certification	Windows certification and Energy star Compliance and EPEAT certified		
21	Warranty	3 years comprehensive onsite warranty		

F- Configuration of Pass Book Printer

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations, if any
1	Make	Must be specified		
2	Model	Must be specified		
3	Print head	24 pins		
4	Print width	238 mm at 10 cpi		
5	Print matrix	24x12 draft, 24x36 LQ		
6	Resolution	240 * 360 dpi		
7	Character pitch	10,12,15,16.6,17.1 cpi		
8	Line pitch	6, 8 lpi, incremental		
9	Print speed	360 cps (HSD), 260 CPS (Draft), 87 cps (LQ), 130 cps (NLQ) @ 10 cpi		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

10	Print Method	Horizontal/Vertical		
11	Print modes	Draft and LQ, Condensed, Double h/w, Graphics, Bit-image mode		
12	Print attributes	Bold, Italics, underline, wide-font, super and sub scripting with in-built hindi language printing		
13	Paper Handling	Automatic, Front feed for handling average size passbook with automatic document alignment		
14	Emulation	Epson / IBM/ESC-P2 & Olivetti		
15	Standard Interface	USB and Serial or parallel		
16	Noise Level	Less than 64 DB		
17	MTBF	Minimum 10000 POH		
18	Print head life	300 million characters or more		
19	Compatibility	All Windows OS /Server Versions		
20	Data cord	Console data cable for Serial/Parallel port		
21	Warranty	3 years comprehensive onsite warranty including Printer head.		

G- Configuration of LaserJet Printer Normal

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations, if any
1.	Make	Specify		
2.	Model	Specify		
3.	Print Speed	Minimum 20 ppm or higher		
4.	RAM	Minimum 8MB RAM		
5.	Processor	Minimum 150 MHz processor or above		
6.	Interface	High Speed USB 2.0		
7.	OS Compatibility	All Windows OS /Server Versions		
8.	Duty Cycle	5000 pages/month		
9	Cartridge	Printer should not be Demo Toner Cartridge		
10.	Warranty	3 years comprehensive onsite warranty		

H- Configuration of LaserJet Printer Duplex (Basic Version)

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations , if any
1.	Make	Must be specified		
2.	Model	Must be specified		
3.	Print Speed	Minimum 30 ppm or higher		
4.	RAM	Minimum 8MB RAM		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

5.	Processor	Minimum 150 MHz processor or above		
6.	Interface	High Speed USB 2.0		
7.	OS Compatibility	All Windows OS /Server Versions		
8.	Duty Cycle	15000 pages/month		
9.	Support	PCL 6/5e,		
10.	Duplex	Built in		
11.	Cartridge	Printer should not be Demo Toner Cartridge		
12.	Warranty	3 years comprehensive onsite warranty		

I- Configuration of LaserJet Printer Duplex (Higher Version)

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations , if any
1.	Make	Must be specified		
2.	Model	Must be specified		
3.	Print Speed	Minimum 38 ppm or higher		
4.	RAM	Minimum 64 MB RAM		
5.	Processor	Minimum 375 MHz processor or above		
6.	Interface	High Speed USB 2.0		
7.	OS Compatibility	All Windows OS /Server Versions		
8.	Duty Cycle	50000 pages/month		
9.	Support	PCL 6/5e,		
10.	Duplex	Built in		
11.	Cartridge	Printer should not be Demo Toner Cartridge		
12.	Warranty	3 years comprehensive onsite warranty		

J. Ink tank Multifunction Printer

SR No	Multi- Function Printer (MONO)	Required Specifications	Compliance (Yes / No / WA). Mention deviation if any with details.	Deviation if any
1	Make & Model	Must be specified.		
2	Features	Print, Copy Scan		
3	Bundle Yield	5000 Pages (Minimum)		
4	Print Speed	25 PPM minimum		
5	Copy Speed	25 PPM minimum		
6	Resolution	300 X 300 DPI		
7	Print Output	Mono Chrome		
8	Paper Input Capacity	80 sheets input tray minimum		
9	Paper Output Capacity	30 -sheet output bin		
10	Interface	Hi-speed USB 2.0, 10/100 Ethernet port		
11	Cartridge	Printer should not be Demo Toner Cartridge		
12	Scan resolution (Optical)	1200x600 dpi		
13	ADF Capacity	30 sheets or above		
14	Warranty	3 years comprehensive onsite warranty		

K- Configuration of 80 Col DMP Printers

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations, if any
1	Make	Must be specified		
2	Model	Must be specified		
3	Print head	24 pins		
4	Print modes	Draft and LQ		
5	Print width	Minimum 80 column		
6	Print speed	Minimum 200 cps @ 10 cpi in draft mode		
7	Print Method	Bi Directional, Logic Seeking / Uni-directional for image and Graphics Printing		
8	Print feed	Both friction and tractor feed with push or pull tractor		
9	Paper type	Cut Sheet & FAN Fold continuous stationary		
10	Print head life	200 million characters or more		
11	Ribbon life	Minimum 3 million characters in draft mode		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

12	Data Buffer	64 KB (minimum)		
13	Print attributes	Bold, Italics, underline, wide-font, super and sub scripting with in-built hindi language printing		
14	Emulation	Epson / IBM		
15	Standard Interface	USB and Parallel or Serial		
16	MTBF	Minimum 6000 POH		
17	Number of copies	1 + 3 Carbon		
18	Desirable features	Multiple copies, Automatic tear-off		
19	Noise Level	Less than 64 DB		
20	Drivers	DOS, All Windows OS /Server Versions,		
21	Data cord	Console data cable for Serial/parallel port		
22	Cartridge	Printer should not be Demo Toner Cartridge		
23	Warranty	3 years comprehensive onsite warranty including printer head		

L- Configuration of 136 Col DMP Printers

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations, if any
1	Make	Must be specified		
2	Model	Must be specified		
3	Print head	24 pins		
4	Print modes	Draft and LQ		
5	Print width	Minimum 136 column		
6	Print speed	Minimum 450 cps @ 10 cpi in draft mode		
7	Print Method	Bi Directional, Logic Seeking / Uni-directional for image and Graphics Printing		
8	Print feed	Both friction and tractor feed with push or pull tractor		
9	Paper type	FAN Fold continuous stationary (101-406 mm)		
10	Print head life	200 million characters or more		
11	Ribbon life	Minimum 3 million characters in draft mode		
12	Data Buffer	64 KB (minimum)		
13	Print attributes	Bold, Italics, underline, wide-font, super and sub scripting with in-built hindi language printing		
14	Emulation	Epson / IBM		
15	Standard Interface	USB and Parallel or Serial		
16	MTBF	Minimum 10000 POH		
17	Number of copies	1 + 3 Carbon		
18	Desirable features	Multiple copies, Automatic tear-off		
19	Noise Level	Less than 64 DB		
20	Drivers	DOS, All Windows OS /Server		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

		Versions		
21	Data cord	Console data cable for Serial/parallel port		
22	Cartridge	Printer should not be Demo Toner Cartridge		
23	Warranty	3 years comprehensive onsite warranty including printer head		

M- Configuration of Scanner

Sr. No.	Component	Minimum Requirement	Your Offer	Deviations, if any
1	Make	Must be specified		
2	Model	Must be specified		
3	Scanner Type	Flat Bed, color and monochrome		
4	Scan Resolution	1200 dpi		
5	Scan resolution, Hardware	1200 x2400 dpi		
6	Interface	USB Port		
7	Document Size	Standard A4 size		
8	File format supported	BMP, TIFF, JPEG, PCX, TXT, PDF		
9	Software	Scanning , OCR,		
10	Compatibility	All Windows OS /Server Versions		
11	Warranty	3 years comprehensive onsite warranty		

N- FLATBED SCANNERS (for bounded documents):

Sr No	Component	Minimum Requirement	Your Offer	Deviation if any
1	Make	Must be specified		
2	Model	Must be specified		
3	Image Sensor	CCD		
4	Light Source	CCFL		
5	Optical Resolution	600 dpi		
6	Hardware Resolution	600 x 1200 dpi		
7	Scan Modes	Color: 48-bit input, 24-bit output		
		Gray scale: 16-bit input, 8-bit output		
		B/W: 1-bit output		
8	Book Edge	2mm		
9	Scanning Speed	2.48 sec (Color mode, 300dpi, A3)		

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

		2.10 sec (Gray scale/ B&W mode, 300dpi, A3)		
10	Scanning Area (W x L)	Max. 304.8 mm x 431.8 mm (12" x 17"), A3		
11	Daily Duty Scan (Sheets)	5,000		
12	Interface	USB 2.0		
13	Protocol	TWAIN Compliant		
14	OS	Windows 7 / 8 / 10		
15	Warranty	3 years comprehensive onsite warranty		

Annexure-2
Commercial Bid format

Sr. No	Hardware Items	No. of Units (A)	Cost per Unit (₹) (B)	Total Cost C = A*B	AMC Unit Cost for 2 (Two) years (D)	Total AMC Cost (₹) E = A*D	Total Cost F = C + E
1	Desktop with Intel/AMD processor	500					
2	Desktop with Intel processor, Without OS (Configuration same as Sr. No. 1, compatible with windows 2008 server) along with DVD drive	100					
3	Desktop with Intel/AMD Processor without Monitor	500					
4	Monitor	100					
5	Laptop	100					
6	Passbook Printer	100					
7	LaserJet Printer Normal	100					
8	LaserJet Printer Duplex (Basic Version)	100					
9	LaserJet Printer Duplex (Higher Version)	100					
10	Ink tank Multifunction Printer	100					
11	80 Col DMP	100					
12	136 Col DMP	100					
13	Scanner	100					
14	Flatbed Scanners (for bounded documents):	100					
	Total Cost = (1+2+3+4+5+6+7+8+9+10+11+12+13+14)						(G)
	Buy Back Cost						

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

14	CPU	100					
15	Monitor	100					
16	Laptop	100					
17	LaserJet/Deskjet Printer	100					
18	Passbook Printer	100					
19	136 Col DMP	100					
20	80 Col DMP	100					
21	Scanner	100					
	Total Buy Back Cost =(14+15+16+17+18+19+20+ 21)					(H)	
	Total Cost Of Ownership (TCO) = (G)-(H)		-				

**To be filled in
Commercial Bid only**

Signature of the bidder with Seal

***Please note that the “No. of Units” mentioned above are not the actual Quantity and will be used only for calculation of TCO. A Letter of intent would be issued to successful bidder(s) but individual purchase order would be issued by respective ROs / ZOs / Central Office listing the actual requirement.**

No of Units actually offered for Buy-Back will depend on the availability and figures mentioned above are only for calculation of TCO.

For Buy-back, the units will be offered “as is where is” basis and may not be in working condition.

Annexure 3

Guidelines, Terms & Conditions and Process Flow for Reverse Auction Business Rules for Reverse Auction

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

Reverse Auction Event Information

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

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

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

Terms & Conditions of Reverse Auction

1. **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. **LOG IN NAME & PASSWORD:** Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. **BIDS PLACED BY BIDDER:** The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. **LOWEST BID OF BIDDER:** In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.

5. **AUCTION TYPE:** The Bidders will be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Leading Bid in the Auction
 - Bid placed by You
 - Auction Opening price and bid decremental value
 - Your rank in the auction
7. **MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Central Bank of India with the original names displayed.
8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms and Conditions” section of the auctions site of the agency concerned, using the Login IDs and passwords given to them.
9. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
 - The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
 - Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
 - Central Bank of India can decide to extend, reschedule or cancel any Auction. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - Central Bank of India and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
 - All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 60 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 Bid evaluation and award of purchase order	☐ <i>At the end of reverse auction process, L1 of Reverse Auction will be identified.</i> ☐ Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

(REVERSE AUCTION PROCESS)

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

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

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of Central Bank of India for

Rate Contract for Various Hardware Items & Peripherals

This letter is to confirm that:

The undersigned is authorized representative of the company.

We confirm that we have changed our password after first login.

We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBI and confirm our agreement to them.

We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We confirm that CBI and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.

We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Central Bank of India or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

I/we do understand that the agency may bid on behalf of other bidders as well in case of above-mentioned exigencies.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –Sign this document and Fax it to the agency.

DECLARATION by the BIDDER

We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the RFP for **Rate Contract for Various Hardware Items**

Seal of the Bidder

Signature of Bidder

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

(REVERSE AUCTION PROCESS)

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

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

Sir,

We refer to our bid for your RFP No. Ref No. _____ dated _____ for **Rate Contract for Various Hardware Items**. We, _____ (Company) hereby undertake to indemnify central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

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

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

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

Yours faithfully,
(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:

Annexure -4

Bidder's Information

S.No	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address	
4.	Authorized Person for bid	
5.	Contact Details	
6.	Years of Incorporation	
7.	Number of years of experience in hardware items	
8.	Turnover (In Rs) 2013-14: 2014-15: 2015-16: (submit audited B/S for last 3 years)	
9.	Profit (In Rs) 2013-14: 2014-15: 2015-16: (submit audited P/L for last 3 years)	
10.	Whether OEM or authorized distributor	
11.	Number of service outlets across India	
12.	Whether all RFP terms & conditions complied with.	

Signature:

Seal of company:

Date:

Note:- Bidder may submit the audited balance sheet and P & L for FY 2016-17 in lieu of 2013-14

Annexure-5

Details of Service support centers

[illegible]

(Bidder to provide the updated list containing the name of the contact persons and contact numbers at each location once in every quarter to the Bank)

Annexure-6

Proforma for performance statement
(for a period of last 3 years)

Name of Firm:

Order placed by Full address of purchaser	Order No and date	Description and quantity of ordered hardware items	Date of completion	Name & No of Contact person

Signature & Seal of bidder

Annexure-7

Letter to be submitted by bidder along with bid documents

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

Sir,

Reg: Our bid for Rate contract of Hardware items as and when required by the bank.

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

We understand that if our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Dated at _____ / _____ day of _____ 2017

Yours faithfully

For _____

Signature _____

Name _____

Address _____

(Authorized Signatory)

Annexure 8

Manufacturer Authorization Form

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

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

Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at,, and do hereby authorize M/s (who is the bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

The model(s) / product(s) proposed in this rate contract is covered under 5 Yrs (3 Yrs Wty + 2 Yrs AMC) onsite comprehensive support from the date of installation of product.

We hereby extend our guarantee and warranty during this 5 year period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s bidder in respect of the warranty and AMC terms defined in the RFP, (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorised Signatory

Name:

designation

Phone No.

Fax

E-mail

Annexure –9

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7) e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos. 8-17).

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the

Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

_____	_____
—	
(For & On behalf of the Principal)	(For & On behalf of
Bidder/ Contractor)	
(Office Seal)	(Office Seal)
Place -----	
Date -----	
Witness 1:	
(Name & Address)	_____

Witness 2:	
(Name & Address)	_____

Annexure-10

NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 2017.

BETWEEN

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

AND

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

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

WHEREAS:

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

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

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

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and

publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

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

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

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing

party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:
Designation:

For and on behalf of
CENTRAL BANK OF INDIA

Name of Authorized signatory:
Designation:

Annexure-11

PERFORMANCE BANK GUARANTEE

TO,

CENTRAL BANK OF INDIA
MUMBAI

-----.

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

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

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

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

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

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as

Central Bank of India - Tender No. CO:DIT:PUR:2017-18:251
RFP for Rate Contract for Various Hardware Items & Peripherals

aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

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

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

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

10) Notwithstanding anything contained herein:-

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

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

Date this ----- day of ----- 2017 at -----

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

sd/- -----

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