

Annexure-1F Undertaking letter

Pro forma of letter to be given by all the vendors participating in the RFP for *Procurement of 1320 PVU of IBM MQ licenses with one year Software subscription & Support*, on their official letter-head

To

Date:

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

Sir,

Sub: Tender No CO:DIT:PUR:2021-22:326 - Procurement of 1320 PVU of IBM MQ licenses

We _____(bidder name), hereby undertake that-

- We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response. • We have not filed for bankruptcy in any country including India
- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- We also confirm that we are not a NPA holder in any Bank/Financial Institution.
- We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

Yours faithfully,

Authorized Signatory
Designation
Bidder corporate name

ANNUAL TECHNICAL SUPPORT (ATS)

This Annual Technical Support Contract("Agreement") for IBM MQ Support is entered into at Mumbai on this _____ day of _____,2021.

Between

_____ (A company incorporated under the provisions of the Companies Act, 1956) and having its Corporate Office at _____ and its place of business at **Mumbai** (hereinafter referred to as "**VENDOR**" which expression shall, unless it be repugnant upon the meaning and context thereof include its successors and permitted assigns), on the One Part

And

Central Bank of India, a Body Corporate, constituted under the banking companies (Acquisition and transfer of undertaking) Acts 1970, and having its Central Office at Chander Mukhi, Nariman Point, Mumbai – 400021 (hereinafter referred to as "**BANK**" which expression shall, unless it be repugnant upon the meaning and context thereof include its successors and permitted assigns), on the Other Part.

ATS issued pursuant to the Purchase order, _____, dated _____ to carryout activity therein. If any clause not specifically incorporated herein and mentioned in above said RFP/subsequent corrigendum and purchase order shall be construed and interpreted be part of this agreement.

Both, Vendor and BANK hereinafter sometimes jointly referred to as 'the Parties' and individually referred to as 'the Party'.

THIS AGREEMENT WITNESSETH as follows:

1. General Details

- | | |
|--------------------|--|
| A. ATS Purpose | : ATS for Software support |
| B. ATS Period | : From _____ to _____ |
| C. Bank Location | : Central Bank of India, DIT
Plot 26, Sector-11
CBD Belapur, Navi Mumbai – 400614,
Maharashtra. |
| D. User Department | : Central Bank of India,
RTGS Deptt. DIT. Navi Mumbai |

2. Annual Technical Support Fee

As per Purchase Order, the fee for Annual Technical Support Contract ("ATS") mentioned in this Agreement will be Rs._____ (Rupees in words) excluding taxes, which will be paid on actuals basis for the period mentioned above. The payment term would be as follows-
The payment for 1320 (PVU) IBM MQ licenses and software subscription & Support for 12 months in advance after delivery of licenses with proper evidences i.e. Proof of Entitlement.

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

4. Updates and New Releases

Vendor will not charge BANK for the effort spent on improving the package / bringing about changes on accounts of observations raised by Bank / Regulatory/Statutory Authorities during the period of contract.

5. Vendor Responsibilities under Annual Technical Support Contract

The Bank shall provide suitable working space/facilities to the Vendor for storage of maintenance equipment.

As per Bank's Policy, the proper service support for the software should be set right within 24 hours of reporting the complaint. In case vendor fails to meet the above standards of maintenance, there will be a penalty in rupees per day as specified in the table below, subject to a maximum of 10% of the order value, for the services affected :

Sr.No.	Item	Amount in Rs./day
1	1320 (PVU) IBM MQ licenses and software subscription & Support for 12 months	Rs.2000/-

The normal Supports required should be 24(Twenty Four) hours without impediment as per satisfaction of the Bank.

1. Vendor's obligation to provide the Maintenance Service under this Agreement shall be limited by each of the following exclusions:
 - (a) Licensed Software shall have been used exclusively for the permitted purpose and at BANK sites in terms of the license agreement thereof.
 - (b) Vendor shall provide the guidelines to follow all material suggestions and procedures for installing, using and maintaining the licensed software (including upgradation) in accordance with the license agreement thereof.
 - (c) BANK or any authorised third party will not have modified or attempted to modify the licensed software and shall not have breached any other terms of its License.
 - (d) The licensed software should have been operated on compatible hardware or software as per requirement of the Bank inter-alia Application software recommended by IDRBT/Regulatory Authority time to time.
 - (e) 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 IBM MQ supplied by the Vendor as part of this Agreement.
2. Onsite Support Role & Responsibility:-
 - 2.1 The vendor should have back to back support from software OEM i.e. IBM.
 - 2.2 All the complaints received shall be attended by them in following manner.
 - 2.2.1 Major faults which require visit to Site within 24 hrs.
 - 2.2.2 The support for IBM MQ (maintenance) shall be as per manufactures instructions and as per the decision of IT Department of Central Bank of India.
 - 2.2.3 The vendor should provide Escalation matrix for support clearly mentioning escalation levels with corresponding contact details.
 - 2.2.4 IBM Product Support services to be offered to Bank for direct access via both Telephone and Web to IBM skilled staff of technical analysts for problem resolution, bug reporting and technical guidance on a 24 x 7 basis. This service should be provided through telephone, fax, e-mail and direct connection to IBM's Web Interface without any limitation.
 - 2.2.5 Audit related observation must be closed by the vendor on priority.

3. Hours of Service:

- a. The provision, by the vendor, of maintenance / support services will be confined to the Banks working hours on all working days.
- b. However, the working hour of the RTGS/NEFT department is 24*7 on all working days of Bank. Therefore, no additional charges / cost will be paid if the maintenance / support services are required beyond normal working hours in case of exigencies.
- c. This service should be provided through telephone, fax, e-mail and direct connection to IBM's Web Interface without any limitation.

6. Performance Bank Guarantee

- i. As mentioned above, the Successful Vendor will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank, in the format given by the Bank, for 3% of the total project cost valid for 24 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Vendor.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- iv. In the event of the Successful Vendor being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the vendor is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Vendor in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Vendor for its failure to complete its obligations under the contract.
- vii. The Bank shall also be entitled to make recoveries from the Successful Vendor's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Vendor under the contract. However, no interest shall be payable on the PBG.

7. Confidentiality

The VENDOR 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 VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers; advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The VENDOR agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK'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 VENDOR and the VENDOR shall be accordingly liable therefore and indemnify to the BANK.

Provided that the VENDOR 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 VENDOR shall, unless prohibited by law or regulation, promptly notify the BANK of such order and afford the BANK the opportunity to seek appropriate protective order relating to such disclosure.

8. Intellectual Property Rights

The VENDOR shall ensure that the IBM MQ licenses do not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the VENDOR shall be required to, at no further expense, charge, fees or costs to the Bank,

(i) Obtain a license so that the Bank may continue use of the licenses in accordance with the terms of this Agreement and the license agreement; or

(ii) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (ii) shall be exercised by the Bank in the event of the failure of the VENDOR to provide effective remedy under options (i) within a reasonable period which would not affect the normal functioning of the Bank. The VENDOR will have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the VENDOR, despite notice of such failure by the VENDOR in writing, (ii) any change, not made by or on behalf of the VENDOR, to some or all of the software/deliverables supplied by the VENDOR or modification thereof.

9. Liability

The aggregate liability (whether in contract, tort or otherwise) of Vendor arising out of any breach of the terms of this Agreement shall be at actuals and limited to the value of this Agreement (ATS Cost). The Vendor liability in case of claims against the Bank resulting from misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

In no event shall Vendor be liable towards BANK for any indirect, incidental, consequential or exemplary damages, including without limitation any damages as to lost profit, data, goodwill or business, or any reliance or cover damages.

10. Force Majeure

- a. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- c. If a Force Majeure situation arises, the Vendor shall promptly notify The Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by The Bank in writing, the Vendor shall continue to perform Vendor's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, The Bank and the Vendor shall hold consultations in an endeavour to find a solution to the problem.
- e. In any event the decision regarding whether a particular event as claimed by the vendor is a force majeure event, will be taken by the bank and the same shall be final. Vendor undertakes not to dispute such a decision of the bank.

11. Indemnity

VENDOR shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software / equipment etc. maintained and supported by him. The Vendor 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.

12. Governing Law and Arbitration

This Agreement is made under and will be governed by and construed in accordance with the laws prevailing in India. The parties to the Agreement shall be adhered all prevailing laws of the Land for the time being enforced.

In the event of a dispute or difference of any nature whatsoever between VENDOR and BANK during the course of the assignment arising as a result of this Agreement, the same will be referred for arbitration before a mutually agreed Sole Arbitrator failing which to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise three arbitrators. VENDOR and BANK will each nominate an arbitrator to the Board and these arbitrators will appoint the third arbitrator, who shall be the presiding Arbitrator. The decision by the arbitrator shall be binding and conclusive upon the parties, or their successors, assigns and trustees and they

shall comply with such decision in good faith. Unless the award states otherwise, each of the parties shall bear the costs of arbitration equally. The language of the arbitration shall be in English. Venue of arbitration shall be Mumbai and courts in Mumbai shall have exclusive jurisdiction.

The Arbitration and Conciliation Act, 1996, as amended and in force and any Rules and Schemes framed there under shall govern the arbitration proceedings. The Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

13. Termination

Either party may terminate this agreement at any time, if,

- (a) Any voluntary insolvency petition is filed against the other party, and if the other party is declared as insolvent by the competent court only; or,
- (b) Either party has not cured any breach of a material term of this agreement, within a period of Fifteen days of being notified of such a breach. Neither party shall have any liability upon such termination save that BANK shall make payments for all services rendered including parts thereof by VENDOR, until the actual date of termination.

Termination – Key Terms & Conditions

The contract may be terminated by BANK by giving one month notice in writing.

The Bank reserves the right to terminate the agreement with the vendor at any time by giving Thirty (30) days prior written notice to the Vendor.

The Bank shall also be entitled to terminate the agreement at any time by giving notice if the Vendor.

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

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

Exit Option and Contract Re-negotiation

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

- a. Failure of the successful VENDOR to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract;
- b. Serious discrepancy in supplied equipment / functionality of any service, which has an impact on the Bank's equipment in production environment;

(ii) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of EMD given by the VENDOR.

(iii) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the VENDOR at more favourable terms in case such terms are offered in the industry at that time.

(iv) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the VENDOR should continue to supply the equipment and provide services to the

Bank as per the contract.

(v) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The VENDOR should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 3 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the VENDOR regarding the delivery of the reverse transition services.

(vi) The reverse transition services to be provided by the VENDOR shall include the following:

- a. The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Centre Solution.
- b. Vendor shall provide adequate documentation thereof.
- c. The vendor shall jointly manage the hardware equipment with the bank or designated team for a reasonable period of time.
- d. The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.

(vii) Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor's Intellectual Property Rights of this Agreement.

(viii) Warranties:

- a. All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.
- b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- c. The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
- d. The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

(ix) The cost for reverse transition if any should be part of the commercial offer.

(x) During which the existing VENDOR would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The VENDOR agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

(xi) The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

(xii) The Bank and the VENDOR shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

(xiii) The VENDOR agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required.

The Bank reserves the right to terminate the agreement with the vendor at any time by giving Thirty

(30) days prior written notice to the Vendor, at no cost to the Bank.

14. Corrupt and Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Vendors (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.

The Bank reserves the right to cancel the contract if it determines that the Vendor has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a Vendor 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.

15. Statutory Requirement

VENDOR shall be responsible for all Statutory / Regulatory changes for this project at no additional cost to the BANK interalia provide any or all statutory / Regulatory report to the BANK free of cost.

16. Right to Inspect, Examine and Audit:

All OEM/Vendor records with respect to any matters / issues covered under the scope of this LIMITED TENDER shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank’s auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Vendor which shall not be less than 7 days.

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

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

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

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

If Auditor find out that any procedural lapses / error / requirement, VENDOR should carryout to eradicate / fulfil as per requirement of the BANK without any additional cost to the BANK.

17. Miscellaneous

- a. Relationship of Parties/Independent Contractor: The relationship of the parties shall be that of independent contractors. Any employee, servant, subcontractor or agent of VENDOR who is assigned to provide Services under this Agreement shall remain at all times under the exclusive direction and control of VENDOR and shall not be deemed to be an employee, servant, subcontractor or agent of BANK. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity, except as specifically provided herein. BANK Shall not be liable towards any government authority in respect of any claim, wages, dues raised by employee, servant including subcontractor or agent under applicable labour laws for time being enforce.
- b. Entire Agreement; Amendments: This Agreement sets forth the entire agreement between the parties 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 authorised officials of both parties.
- c. Assignment:- Bank may assign AMC provided therein by Vendor 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 contractors/Vendor , at its sole option, or upon the occurrence of the following: (i) Vendor refuses to perform; (ii) Vendor is unable to perform; (iii) termination of the contract with Vendor 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 Vendor. Vendor shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favourable terms than that

provided by Vendor and shall include appropriate wordings to this effect in the agreement entered into by Vendor with such sub- contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Vendor to perform or termination/expiry of the contract.

- d. No Waiver: Either party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
- e. Notices: All notices or other communications which are required or permitted to be given hereunder shall be in writing and shall be sent to the address of the recipient set forth below or such other address as the recipient may designate by notice given in accordance with the provisions of this Section with copies to:

In the case of VENDOR:

In the case of BANK

**The Assistant General Manager-DIT,
Dept. Of Information Technology
1st floor, Plot 26, Sector-11
CBD Belapur, Navi Mumbai - 400614**

Any such notice shall be delivered first class registered or certified airmail, postage prepaid, or by express courier service, service fee prepaid or by hand delivery or by Electronic Mail.

- f. Employment: During the continuation of this Agreement and for two years thereafter, neither of the parties shall hire, solicit nor otherwise contract for services, as its own employee or as a contractor, either directly or indirectly, any person who at any time during the continuation of this Agreement shall have been an employee of the other.
- g. Survival and Severability: Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on VENDOR 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.
- h. Compliance with Laws
- i) Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify 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 tender 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.

- ii) Compliance in obtaining approvals/permissions/licenses: The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.
- iii) 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 up to 10% of the value of supplier.

I. This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

J. Notwithstanding anything contained hereinabove or elsewhere, AMC Agreement shall prevail any or all document associated with this Agreement, if any conflict encountered.

For VENDOR

For Central Bank of India

Authorised Signatory

Authorised Signatory

Place:

Date:

Witness:

Witness: