

Central Bank of India

Regional Computer Center,
Mangesh Mangal Karyalaya, Adarsha Colony,
Gorakshan Road , Akola -444001
(Maharashtra)

Request for Proposals (Bid) Document

For

3rd party AMC Hardware & Peripherals

At

Various branches under Akola Region



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1. Invitation for Tender Offers

Central Bank Of India, Regional Office, AKOLA covering branches under Akola, Washim and Buldhana district invites sealed tenders (2 bids, technical offer and commercial offer) from eligible reputed bidders having sound technical knowledge for Annual Maintenance Contract of Hardware for the period one year from date of award of contract. This offer is for maintenance of Hardware at various branches & administrative offices in Akola Region as per **Annexure – I**. Quantity mentioned in this tender is only tentative and may vary depending upon actual requirement.

We invite sealed quotations from bidders for comprehensive Annual Maintenance contract of **Computers and Desktop PCs / Gateway PC / Laptops (CPU, Monitor, Keyboard & Mouse) including all internal parts/sub parts, operating systems (All Microsoft Windows OS) and all Printers (Including Printer Heads for all types of Printers) and software middleware support** at various Branches / Offices of Central Bank of India Akola Region as third party maintenance, as specified in this document.

Vendor will have to furnish unconditional compliance for all terms and conditions of AMC offer.
The details of the Systems / Computers available for AMC are given in **Annexure I**.

Please note that the vendors having **franchise arrangement for maintenance & support are not eligible to apply.**

Tender document can be downloaded from the website www.centralbankofindia.co.in or a copy tender document can be obtained from our Regional Computer Center, Regional Office, Akola. The cost of tender document is Rs.1000/- (Rupees One Thousand Only) and this is to be paid by way of Demand Draft drawn on "Central Bank of India", payable at Akola along with technical bid.


The Tender Details are given below:

Tender Reference	RO/AKL/RCC/2022-23/13 Dated: 22/04/2022
Cost of Tender Copy (Non Refundable)	Rs 2000.00 including taxes by demand draft (Rupees two thousand only)
Earnest Money Deposit (Refundable) (In the form of DD/Performance Bank Guarantee).	Rs.20000.00 including taxes (Rupees twenty thousand only)
Last Date and Time for submission of RFQ responses	30th April 2022 at 15:00 Hrs. Mode:- Physical Bid submission
Date of Opening of Technical Bids	30th April 2022 15:30 Hrs.
Date and Time for opening of Commercial Bids (For successful Bidders of Technical Offers only)	Shall be in formed technically qualified bidders separately
Place of Submission / Opening tender offers : Contact Telephone Numbers	Regional Manager, Central Bank of India, Regional Office, Mangesh Mangal Karyalaya, Adarsha Colony, Gorakshan Road , Akola -444001 (Maharashtra)
Contact Number/E-mail	7507776412, 7507774722, 9923594176 rccakolro@centralbank.co.in/drmakolro@centralbank.co.in





Earnest Money Deposit of Rs.20,000/- (Rs Twenty Thousand only) by way of Demand Draft/Bank Guarantee drawn on "CENTRAL BANK OF INDIA" payable at Akola must accompany the Technical Bids. No cost for MSME Firms after providing necessary documents


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



(Rajesh Mishra)
Regional Manager

केंद्रीय सेन्ट्रल बैंक ऑफ इंडिया
For Central Bank Of India

 सहायक प्रबंधक
Assistant Manager

 प्रबंधक
Manager

 मुख्य प्रबंधक
Chief Manager

 सहायक महाप्रबंधक
Asstt Gen M.

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.



INSTRUCTIONS TO BIDDERS

1.1 NOTICE OF INVITATION:

Central Bank of India, Regional Office, AKOLA invites bids from AMC Vendors for maintenance of computer hardware & peripherals at 60 Branch/ Offices (27 branches/offices of Akola District , 22 branches/offices of Buldhana District and 11 branches/offices of Washim District,) under Akola Region.

Bidders having franchise arrangements are not eligible to quote.

1.2 TWO BID SYSTEM TENDER:

Offers (Technical & Commercial) must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address **on or before the last date submission of bids**. All envelopes should be securely sealed and stamped. Only one bid should be submitted by one vendor.

Both envelopes must be super-scribed with the following information:

- Type of Offer (Technical / Commercial)
- Tender Reference Number
- Due Date
- Name of bidder & mail id with contact number

1.3 ENVELOPE-I (Technical Offer):-

The Technical offer should be complete in all respects and contain all information asked for, except prices. The technical offer **should not contain any price information**. The T.O with any price information anywhere is liable to be rejected. The T.O. should be complete to indicate that all products and services asked for are quoted as per **Annexure –I**.

1.4 ENVELOPE-II (Commercial Offer):-

Bids /Offer should give all relevant price information as per **Annexure – II**.

Both bids (Technical & Commercial) must be submitted, **on or before 15.00 HRS on 30th April 2022** giving full particulars in **sealed envelope** at the Bank's address given below:-

**Regional Manager,
Central Bank of India,
Regional Office,
Mangesh Mangal Karyalaya,
Adarsha Colony, Gorakshan Road ,
Akola -444001 (Maharashtra)**



2. Eligibility Criteria

The Bidder must fulfill following eligibility criteria:

Sr.	Eligibility of the bidder	Documents to be submitted
1.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 and should have been in existence for a minimum period of 3 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office of the bidder.
	The bidder must have turnover of minimum Rs.100 lakhs in AMC of hardware and peripherals each year in the last three financial years (i.e. 2018-19, 2019-20, 2020-21) 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 Certificate of the Chartered Accountant for preceding three years
2	Bidder must have Local Office at Akola city (Maharashtra)	Address must be submitted
	The vendor should have provided computer hardware support to at least two Banks. The relevant "satisfactory service support certificate" should be obtained from Banks and should be submitted along with the tender	Documentary proof from concern banks needs to be submitted
2	Bidder should not have filed for bankruptcy in any country including India	Self-declaration on Company's letter by the Authorized Signatory in original
7.	At the time of bidding, the Bidder/OEM should not have been blacklisted/debarred/ by any Govt./ IBA/RBI/PSU /PSE/ or banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid	Submit the self-declaration on Company's letter head
8.	At the time of bidding the Bidder/OEM should not have any pending litigation or any dispute arises before any court of law between the bidder and bank regarding supply of goods/services.	Submit the self-declaration on Company's letter head
9.	Bidder/OEM Bid should not have <ul style="list-style-type: none"> NPA with any bank in India/financial institutions. Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder to service needs of the Bank	Submit the self-declaration on Company's letter head

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. Bid Security

Prospective bidders are required to submit the Demand Draft drawn in favor of "Central Bank of India" payable at Akola, towards bid security of INR 20,000.00 (Rupees Twenty thousand only). The Bank may accept bank guarantee in lieu of Bid Security for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial bank in India (Annexure-XIII). The Bank will not pay any interest on the Bid security. The Bid Security may be forfeited:

- (a) if a Bidder withdraws its tender during the period of tender validity specified by the Bidder; or
- (b) if the Bidder does not accept the correction of its Tender Price; or
- (c) if the successful Bidder fails within the specified time to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required security deposit.

The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

The Bid Security will be refunded to:

- i. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) as security deposit for 10% of the contract value valid for contract period within one month from the date of acceptance of order, validity starting from its date of issuance.
- ii. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible after acceptance of order by the successful Bidder.

4. Performance Bank Guarantee

- (a) The Successful bidder should provide a performance bank guarantee (Annexure-XII) for contract period of for an amount equivalent to 10% of the contract cost, in the format specified by the bank, within 30 days from the date of acceptance of Purchase Order issued in this regard.
- (b) In the event of non-performance of obligation or failure to meet the terms of the RFP, Purchase orders, contract, 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 Purchase Order 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.

5. 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.

6. Technical Offer

6.1 The Technical Offer (TO) should be complete in all respects and contain all information asked for in this document.

6.2 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.



6.3 The TO must be submitted in an organized and structured manner. All the product brochures/leaflets/manuals etc. should be submitted along with the TO. The technical offer should be in compliance with Technical configuration / specifications as per Annexure-1.

6.4 The TO must contain the document cost (if not submitted already) and bid security. Without any of these two, bidder will be disqualified and bid submitted by them will not be considered for process.

7. Commercial Offer

Commercial Bid of only technically qualified Bidders shall be opened on the basis of technical proposal.

7.1 The Commercial Offer (CO) should be complete in all respect and contain all information asked for in this document. It should contain only the price information as per Annexure - 2.

7.2 The price to be quoted for all individual items and it should be unit price in Indian rupees.

7.3 The price is exclusive of taxes like Goods and Services Tax etc., which shall be paid as per actuals.

7.4 The prices should include comprehensive maintenance of hardware items covering replaceable components, services, visits to the concerned offices.

7.6 The Bank will consider the Total Cost of Ownership (TCO) for AMC for a period one year

8. Evaluation and acceptance

8.1 Technical offers will be evaluated on the basis of compliance with eligibility criteria, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any minor non-conformity or deviations.

8.2 Bank may, at its sole discretion, waive any non-conformity or deviations.

8.3 Bank will award the contract to the successful Bidder whose bid has been determined as the **Lowest Commercial bid (L1)** commercial evaluation. Bank's discretion will be final relating to number of bidders to be shortlisted. Initial AMC contract is for one year. Bank reserves the right to award AMC contract for another one year after mutually agreed terms with the successful bidder after completion of initial AMC contract.

8.4 In case of any of the successful bidders unable to honor the full or part of the contract, Bank may at its discretion may award contract to the second successful bidder.

8.5 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.

8.6 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 reasons whatsoever.

8.7 It is our past experience that due to competition, vendors quote abnormally low rates only with a view to procure the contract and thereafter fail in providing satisfactory services. If the vendor fails to provide the AMC Services to the Branches/administrative offices, Bank may black listed the bidder.



9. **GENERAL TERMS AND CONDITIONS:**

1. Bank reserves the right to issue addendum(s) or amendment(s) to any condition/specification/schedule to all bidders before the date of submission. Quotations submitted by the bidder shall be deemed to cover the effect of such addendum(s) / amendment(s) issued and such addendum (s) / amendments (s) duly signed by the bidder shall be submitted along with the Quotations.
2. The offer must be made in Indian Rupees only and should include all the charges, excluding service/GST/any other mandatory nature of tax.
3. For the purpose of the present job, a single stage bidding process will be followed. Bidder will have to submit the Bid in sealed envelopes, duly superscripting **"3rd party AMC Hardware & Peripherals for various branches under Akola Region"**. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.
4. **No Commitment to Accept Lowest or Any Other Offer:** The Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.
5. The quantities of various items mentioned in **Annexure -II** are indicative and there could be variations with the actual numbers.
6. All maintenance / repairs/complaints lodge by the any official of Central Bank of India shall be attended by the vendor or authorized personnel of the vendor.
7. **Non-transferable Offer:** This Offer document is not transferable. Only the party, who has purchased this offer document, is entitled to quote.
8. **Validity of Offer:** 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.
9. **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.
10. **Opening of Offers:** Offers received within the prescribed closing date and time, will be opened by Bank's Committee appointed for the same. Bids will be opened in presence of the bidders' representatives who choose to attend, if no one attend on behalf of bidder/s, bank is empower to open both the bid on schedule date without waiting the representative on behalf of vender/vendors.
11. **Preliminary Scrutiny:** The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made, whether the documents have been properly signed and whether items are quoted as specified. The Bank may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers.



12. **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the Bank.
13. **Erasures or Alterations:** The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. The Bank may treat offers not adhering to these guidelines as unacceptable.
14. **No Negotiation:** It is absolutely essential for the vendors to quote the best price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiations, except with the lowest quoting vendor, whose offer is found to be other-wise in order.
15. **Right to Alter Quantities:** The Bank reserves the right to alter the hardware quantities specified in the offer. The Bank also reserves the right to add or delete one or more items from the list of items specified in offer. Bank also reserves right to add or delete name of any branch.
16. **Price Variations and Supply of Spares:** The vendor must give an undertaking along with the quotes that he gives service commitment along with availability of spares for a minimum period of one year.
17. In case of scheduled equipment being shifted to any other locations maintenance shall continue.
18. In case of any up-grade of the system during the proposed maintenance period the maintenance shall also cover the upgraded system for the said contract period.
19. **Bank may replace the scheduled equipment under maintenance and also may purchase new components. The payment for the remaining system will be made on pro rata basis.**
20. In case within the contract period, for any reasons, the systems under maintenance are disposed by the Bank, the contract amount for that particular system shall be paid on a pro rata basis.
21. The vendor shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the vendor during the contract period.
22. The vendor shall be required to sign an Agreement as per Banks Standard Format incorporating various terms & conditions. The vendor has to prepare inventory of hardware at each branch and paste vender sticker on each and every AMC items, for calculation of payment charges, and has to submit the said inventory details to RCC, Akola. AMC payment will be paid on quarterly basis in arrear from RO Akola for one year from date of award of contract.
23. The jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the contraction / interpretation thereof shall be that of the appropriate Court in Akola only. The jurisdiction of any other Court other than Akola is specifically excluded.



10. SCOPE OF WORK:

- i) Regional Office, Akola having 60 branches/offices spread over 3 districts of Maharashtra viz. Akola, Buldhana and Washim.
- ii) Bidder shall ensure availability of sufficient number of engineers' (minimum 4 qualified and skilled engineers are to assigned at Regional Headquarter of Bank at Akola, out of which one engineer is dedicated for Regional office, Akola. Minimum 2 skilled engineers should be assigned Buldhana District Head Quarters and 1 engineer should be assigned Washim District Head Quarters to attend to calls from various branches within the time limits specified
- iii) Installation of operating systems (Existing like Windows 7, Windows 10, Windows Server 2016 etc. as well as amended in future to meet the requirement of bank in all PCs as well as in Server), Oracle client, antivirus packages and other application/complete tools/software/middleware as desired by Bank at clients/server systems
- iv) The AMC shall consist of preventive and corrective maintenance of the Computer Systems/machines and will include supply and replacement of all damage parts, at vendor's own cost. The systems support should include the trouble shooting for O.S. (Existing like Windows 7, Windows Vista, Windows 10, and Windows Server 2016 to meet the requirement of bank in all PCs/GWPCs.) creating and deleting of network ID, Domain rights management, Lotus mail services etc. **The vendor shall carry out at least one quarterly Preventive Maintenance (PM) in each branch for all the computer systems and peripherals of the branches included in AMC along with the resolution of complaints lodged by bank officials of branches/offices time to time.**
- v) The Vendor has to depute permanent resident engineer on all working days at RO Akola at Vendor's own cost and expenses
- viii) In case of replacement of parts, the old/defective parts removed from the computer system shall become the property of the vendor.
- ix) Vendor shall not sub contract or permit anyone other than the company personnel to perform any of the services required by the vendor.
- x) The vendor shall maintain adequate numbers of spare machines and other spares at site to facilitate any temporary replacement like Hard Disk, Mother Board, CD/DVD Drive, Memory, Printer Parts, etc as stand by spare in our Office (preferably at Regional Computer Centre Akola). The vendor shall not directly or indirectly open/alter try to tamper with or in any way do any act which will result in intruding with the internal operation of the system and the peripheral units (except routine input/output and data processing) and do any modifications to the configurations of the equipment. In case resolution of issue taking more than 48 hours, stand by hard ware/ peripheral should be provide to branches/offices as stand by immediately.
- xi) The Computer Systems/machines shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose. Update of the software / drivers required for the various applications during the contract period.
- xii) All parts of Computer systems (Mother Board, HDD, RAM etc.), Laser Printers / Desk Jet Printers / Dot Matrix Printers/passbook printer (Printer cables, Printer Knobs, Paper Guide, Power cable, Power adapter, I/O lets, Network equipment's, drums, Laser Printer Toner



Assembly set, Paper tray(s), all plastic parts etc.) excluding ribbons and toner cartridges shall be covered under the Annual Maintenance Contract.

- xiii) In case some parts cannot be repaired on-site and are taken by the vendor to their factory site for necessary repairs etc., standby arrangement for the equipment has to be made by the vendor, for which no extra payment will be made.
- xiv) Since the AMC is comprehensive, the cost of Replacement/Repairs to be borne by the Vendor.
- xv) Any maintenance of normal system related software, i.e. System Software and Operating System (O/S) / Virus related problems has to be undertaken by the vendor. While formatting the PC vendor representative has to take proper back up of the data with the help of user.
- xvi) The vendor has to visit the branches/offices and take an inventory of Hardware & Peripherals as per AMC awarded and discrepancies, if any, should be brought to the knowledge of Regional Computer Centre in writing with in a period of two week from the date of commencement of AMC period.

11. DURATION OF CONTRACT:

1. The contract shall initially be valid for a period of one year from date of award of contract and may be extended for further period of one year after expiry of initial AMC period with terms and conditions as may be mutually acceptable to the Bank and the Vendor, and also subject to the Para 2 below mentioned hereunder.
2. If the vendor desires or does not desire to renew the period of existing contract, he shall express his desire to renew or not renew the contract, by giving two months prior notice before the expiry of the contract.

12. MOVEMENT OF EQUIPMENT:

1. The bank reserves right to move any equipment from the place of installation to any other location.
2. All costs/charges in respect of moving the Computer Systems/ machines from one location to another shall be payable by the Bank. In case the Computer Systems/machines are moved for the purpose of maintenance/repairs by the vendor, such costs/charges shall be borne by the vendor.
3. The obligations of both the Bank and the vendor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/machines. If any machines are withdrawn from use, the AMC charges will be reduced proportionately. For any machines under warranty will be covered under AMC after expiry of warranty and AMC charges will be calculated proportionately.



13. UPTIME GUARANTEE:

1. The Bank shall give the vendor required access to the Computer system server /machines to enable the Vendor to provide comprehensive maintenance service.
2. The Bank shall provide suitable working space/facilities to the vendor for storage of maintenance equipment, spare parts and spare machines for its requirements.
3. The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days. Work undertaken on Sundays and holidays will be by prior arrangement with consent of the bank.
4. Issues of Gateway PC should be attended immediately and should be sorted out within 4 hours from lodging the complaint.
5. The normal working hours of the Bank are from 9.00 a.m. to 6:30 p.m. on all working days and varies from branch to branch depend upon market area/residential area/Urban/Semi Urban/Rural.
6. In case any replacement of parts is required, the vendor shall ensure to complete the same within 24 hours at Urban/Semi urban/local and 48 hours at remote/ rural sites. In case it is assessed that it is not possible to replace within 48 hours, due to explainable reasons, the vendor shall provide replacement spare machine till the machine of the Bank is made available after repairs.
7. The vendor shall be liable to pay penalty per day per issue for delay beyond 24 hours at Urban/Semi urban/local centers and 48 hours at rural/remote sites for non-maintenance/replacement/incomplete work, as follows:

i) Gateway PCs (Servers)	Rs.1000/- (Maximum Rs.10000.00)
ii) PC/Desktop	Rs.300/- (Maximum Rs.3000.00)
iii) Passbook printer	Rs 500/- (Maximum Rs.2500.00)
iv) Line-Printers/laser printers	Rs.200/- (Maximum Rs.2000.00)
v) Other printers / Scanner	Rs.200/- (Maximum Rs.1000.00)
vi) Laptop	Rs.500/- (Maximum Rs.3000.00)
8. In case of delay / inability of the vendor to carry out maintenance, the Bank will be at liberty to get the work carried out by outside vendors and the total expenses paid to such outside vendors for carrying out such maintenance work will be recoverable by the Bank in addition to the penalty to be levied for the delay.
9. The Vendor will ensure to have qualified engineers allocated exclusively for this assignment. These engineers should have adequate knowledge of maintaining and repairing Laptop, Desktop PCs, Passbook Printers, 136 Col Printers, 80 Col Printers, Laser/Deskjet Printers, Scanners as well as maintenance of Operating Systems mentioned in Scope of Work above.
10. Since most of the Desktop PCs do not have CD/DVD Drives, it is essential that these engineers carry a USB CD/DVD drive in case the PC is to be formatted or OS is to be repaired or new hardware device is to be installed. Dismantling of CD/DVD drives of Banks PCs and using it in other locations is strictly prohibited.



14. TERMS OF PAYMENT:

1. The Bank shall pay branch wise AMC payment on quarterly basis at Regional Office after submission branch wise invoices with all supporting documents like preventive measure (PM) visit reports and call attended reports.
2. Vendor has to execute the AMC agreement with the Bank (Regional Office level) without any exception within 30 days from the acceptance of Annual Maintenance Contract. No deviation from the terms and condition given in AMC agreement is acceptable by the Bank.
3. The vendor shall draw Invoices for payment of quarterly maintenance charges at Regional Office along with preventive maintenance visit report and payment will be made from Regional Office.
4. The vendor shall draw invoices for payment of quarterly maintenance charges on Regional Office level on the basis of actual quantity of hardware bill stamped and signed at branches
5. No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
6. Maintenance charges payable by the Bank are inclusive of all duties, taxes etc., except service tax. The payment would be made after deducting necessary taxes applicable, if any.
7. TDS and other government taxes will be applicable as per government rule.
8. Except the payments mentioned in this paragraph, no other payments are payable by the Bank to the vendor.

15. TERMINATION:

1. The vendor may terminate the contract by giving three months' notice in writing. However, the Bank may terminate the contract by giving 15 days' notice. Maintenance charges payable, shall be proportionately reduced for the remaining period and Bank will be obliged to pay only for the actual period for which the vendor provided the maintenance service.
2. Bank reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the vendor, during the contract period. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice.

16. FORCE MAJEURE:

The vendor shall not be liable for any loss, damage, injury or delay which is due to ~~fault or~~ causes beyond the control of the vendor or force majeure such as acts of GOD, Government direction, Riots, War, Civil commotion, Sabotage, Fires, Lightening, Floods, Earthquakes, Explosions or other catastrophes, Epidemics, Quarantine.

17. Confidentiality & Non – Disclosure

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

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational



information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, 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 acceptance contract/ order.

18. DOCUMENTS TO BE SUBMITTED:

Documents required in Techno Commercial Bid.

1. Last three years audited balanced sheet and profit and loss account statement.
2. Certificate Of Registration
3. Bid Earnest Money in the in the form of Demand Draft
4. List of customers
5. Certificate from the customers clearly stating that they are satisfied with the service and duration of service starting from and dates.
6. DD for cost of the document.
7. Request for Proposals Covering letter as per Annexure - III
8. Letter of undertaking as per Annexure – IV
9. Address Details along with contact Numbers- Annexure-V
10. Station-wise Details of the Engineers on roll as on date- Annexure-VI
11. Undertaking for sufficient quantity of spares- VII
11. Escalation Matrix -Annexure - VIII
12. Undertaking /Declaration - Annexure-IX
13. Integrity Pact- Annexure-X
14. Non-Disclosure Agreement- Annexure-XI
15. Bid Security Format-XIII



SR.NO	AKOLA DISTRICT	SR.NO	BULDHANA DISTRICT	SR.NO	WASHIM DISTRICT
1	ADGAON	1	BULDHANA	1	ANSING
2	AKOT	2	CHIKHALI	2	DHANAJ
3	BALAPUR	3	DATALA	3	FULUMARI
4	GANDHIGRAM	4	DEOLGAON MAHI	4	KARANJA
5	GORAKSHAN ROAD	5	DONGARKHANDALA	5	KEKATUMBRA
6	HIWARKHED	6	GANGALGAON	6	MALEGAON WASHIM
7	KAPAD BAZAR	7	JALAMB	7	MEDSHI
8	KAPSI ROAD	8	JALGAON JAMOD	8	SHELU BAZAR
9	KOULKHED	9	KHAMGAON	9	UMBARDA

					BAZAR
10	LOHARA	10	MALKAPUR	10	WAI
11	M G ROAD	11	MANASGAON	11	WASHIM
12	MALEGAON BAZAR	12	MEHKAR	SR.NO	OFFICES
13	MUNDGAON	13	NIMGAON	1	LDM OFFICE AKOLA
14	MURTIZAPUR	14	PADLI	2	RSETI AKOLA
15	PATHARDI	15	PATURDA	3	REGIONAL OFFICE AKOLA
16	PINJAR	16	PIMPALGAON KALE	4	LDM OFFICE BULDHANA
17	RLT COLLEGE BRANCH	17	RAYPUR		
18	SHIVANI MIDC	18	SHEGAON		
19	UKHALI	19	SULTANPUR		
20	WADEGAON	20	VADNER BHOLJI - NANDURA		
21	TELHARA	21	YELGAON		
22	JATHARPETH RAB				
23	ATALI				
24	BABHULGAON				



ANNEXURE -I

Details of equipment available for AMC in branches / offices under Akola Region :

SN	ITEMS	MAKE/MODEL	CONFIGURATION & OPERATING SYSTEM	Units
1	DESKTOP PCs for Hardware and OS/applications/Middleware support	HCL/ ACER/ WIPRO/ LENOVO/Dell	Windows 10, or Higher version	184
2	Desktop PCs OS/applications/Middleware support	ACER/DELL/HP/HCL	Windows 10, or Higher version	168
3	GWPC for Hardware and OS / applications / Middleware support	ACER/DELL/HP/HCL	Windows server 2016	31
3	GWPC for OS/applications/Middleware support	ACER/DELL/HP/HCL	Windows server 2016	26
4	136 COL. DOT MATRIX PRINTER	TALLY T2340, LIPI, T2250, EPSON DLQ-3500, TVS Platina DP 5000, LQ-1150, and other similar Brands		18
5	80 COL. DOT MATRIX PRINTER	EPSON LQ-300+II. LQ-310 TVS MSP series and other similar Brands		26
6	PASSBOOK PRINTER	EPSON PLQ-20. OLIVETTI PR2 Plus LIPI PB2, and other similar Brands		49
7	LASER JET PRINTER	HP LaserJet 1020 plus /1106/1108/ Pro 400 M401d SAMSUNG ML2851ND/ ML2161 CANON and other similar Brands		71
8	SCANNERS	Epson/CANON/ BEARPAW/ HP and other similar Brands	Epson v30 or V39, Canon Lide 100/ 110/ 120 , HP Scanjet G3110	58

NOTE: The quantity mentioned above is estimated and not actual quantity. Actual quantity may vary.



ANNEXURE – II

Bid for Commercial Offer: TCO

SR	Item	No of Units (A)	Category	RATE PER UNIT (Amount in Rs.) (B)	Total Amount (Amount in Rs.) C=A*B
1	Desktop PCs	184	Hardware AMC and OS/applications/Middleware support		
2	Desktop PCs	168	OS/applications/Middleware support		
3	GWPC	31	Hardware AMC and OS/applications/Middleware support		
4	GWPC	26	OS/applications/Middleware support		
4	136 Col DMP Printer	18	Hardware AMC and applications /Middleware support		
5	80 Col DMP Printer	26	Hardware AMC and applications /Middleware support		
6	Passbook Printer	49	Hardware AMC and applications /Middleware support		
7	Laser Printer	71	Hardware AMC and applications /Middleware support		
8	Scanner	58	Hardware AMC and applications /Middleware support		
				TOTAL (TCO)	

- The above amount is exclusive of GST which will be paid by the Bank as per actuals.
- The quantity mentioned above is estimated and not actual quantity. Actual quantity may vary.
- Before coming into contract, physical asset verification to be done by the vendor on their own cost.

AMC value quoted by the vendor for purpose of arriving at L1.

Note:- Below rates are not included in calculation of TCO and used for cabling orders only at the time of requirement.

LAN Cabling Charges

SR No	ITEM	Charges
1	LAN CABLE(CAT6) per meter for LAN Patch	
2	I/O Box complete	

Authorized Signatory

Name
Designation
Seal of Company
Date & Place:



ANNEXURE - III

REQUEST FOR QUOTATION COVERING LETTER

To,
Regional Manager
Central Bank of India
Mangesh Mangal Karyalaya, Adarsha Colony,
Gorakshan Road , Akola -444001
(Maharashtra)

Sir,

Reg.: 3rd party AMC Hardware & Peripherals for various branches under Akola Region

We submit herewith our Commercial Quotation Document.

We understand that:

- 1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.**
- 2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser 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.**
- 3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.**
- 4. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.**

Dated at _____ this _____ day of _____ 2022.



Yours Faithfully

For _____

Signature: _____

Name: _____

ANNEXURE - IV

LETTER OF UNDERTAKING

To,
Regional Manager
Central Bank of India
Regional Office,
Mangesh Mangal Karyalaya, Adarsha Colony,
Gorakshan Road , Akola -444001
(Maharashtra)

Sir,

**Reg.: 3rd party AMC Hardware & Peripherals for various branches under Akola Region -
Undertaking of Authenticity for components / parts / assembly for the period OF ONE YEAR**

With reference to our bid for Third Party AMC for Computer Peripheral Hardware being quoted vide your RFQ notice cited above. We hereby undertake that all the components / parts / assembly / software will be used for maintenance of computer peripheral shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts assembly / software are being used or shall be used. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

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

We hereby undertake to ensure effective control and prompt maintenance of computer hardware whenever called upon by branches/Offices of Central Bank of India.

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



Authorized Signatory

**Name
Designation
Seal of Company
Date & Place:**

ANNEXURE -V

Address Details along with contact Numbers (Tel.no, Fax, email-ids) of the Vendor

Sr.	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address	
4.	Authorized Person for bid	
5.	Contact Details	
6.	Years of Incorporation	
7.	Number of years of experience in hardware items	
8.	Turnover (In Rs) 2018-19: 2019-20: 2020-21: (submit B/S for last 3 years)	
9.	Profit (In Rs) 2018-19: 2019-20: 2020-21:	
11.	Number of service ENGINEERS AT COMPANY	
12.	Whether all RFP terms & conditions complied with.	



Signature:

Name:-

Designation:-

Seal of company:

Date:

ANNEXURE –VI

Station-wise Details of the Engineers on roll as on date

S. No.	Location	Name of the Engineer	Qualification	Working Since	Contact Number	Stationed at
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						



Signature & Seal of Company

Annexure-VII

To
Regional Manager
Central Bank of India
Regional Office,
Mangesh Mangal Karyalaya, Adarsha Colony,
Gorakshan Road , Akola -444001
(Maharashtra)

Sir,

Reg: Undertaking for sufficient quantity of spares

With reference to above , we hereby declare and state that , we shall maintain the sufficient quantity of spares for all the items supplied in the RFP as stock during AMC period at their support offices across the country.

Dated at _____ / _____ day of _____ 2022

Date

Signature with seal
Name
Designation



Annexure-VIII

Escalation Matrix

SUB: **3rd party AMC Hardware & Peripherals for various branches under Akola Region**

Ref: Your RFP RO:RCC:AKOL:2021-22:XXX dated XX/XX/XXXX

Name of the Company

Delivery Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
a		First Level Contact				
b		Second level contact (If response not received in 24 hrs)				
c		Second level contact (If response not received in 24 hrs.)				
d		Country Head (If response not received in One week)				

Service Related Issues

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
a		First Level Contact				
b		Second level contact (If response not received in 24 hrs.)				
c		Second level contact (If response not received in 24 hrs.)				
d		Country Head (If response not received in One week)				

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name

Designation



Annexure-IX

To
Regional Manager
Central Bank of India
Regional Office,
Mangesh Mangal Karyalaya, Adarsha Colony,
Gorakshan Road , Akola -444001
(Maharashtra)

Sir,

Reg: Undertaking /Declaration

With reference to above , we hereby declare and state that ,

1. We have not filed for bankruptcy in any country including India
2. We have not been blacklisted/debarred/ by any Govt./ IBA/RBI/PSU /PSE/ or banks, Financial institutes for any reason or non-implementation/ delivery of the order
3. We have not any pending litigation or any dispute arises before any court of law between the bidder and bank regarding supply of goods/services.
4. We have not been declared as NPA with any bank in India/financial institutions.

Date

Signature with seal
Name
Designation





Annexure –X

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)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(Office Seal)

Witness 1:

(Name

&

Address)

Witness 2:

(Name & Address)



Annexure-XI



NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 2022.

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-XII

PERFORMANCE BANK GUARANTEE



TO,

CENTRAL BANK OF INDIA
Akola

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 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 ----- 2022 at -----

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

sd/- -----



Annexure-XIII

Bid Security Format

Sub:-

1. WHEREAS, (hereinafter called the Bidder) has submitted the Bid dated.....for Supply, Installation & Maintenance of Network equipment more described in the tender documents (hereinafter called Bid) to Central Bank of India.

KNOWN ALL MEN by these presents that we having our registered office at(hereinafter called the 'BIDDER') are offering security deposit of Rs. (Rupees) by way of Demand Draft/Bank Guarantee bearing No. dated drawn on favoring **Central Bank of India , Regional Office, Mangesh Mangal Karyalaya, Adarsha Colony, Gorakshan Road , Akola -444001 (Maharashtra)**

2. for the acceptance and carrying out the purchase contract well and truly to be made to Central Bank of India, the Bidder binds itself, its successors and assigns by these presents.
3. If the Bidder:
- Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or
 - Having been notified of the acceptance of its Bid by Central Bank of India during the period of validity:-
 - Fails or refuses to execute the contract form if required; or
 - Fails to comply with the terms and conditions contained in the tender document, Central Bank of India has the right to forfeit the Bid Security amount on the occurrence of one or more of the same.
- 4 The Bidder undertake that they will not take duplicate instrument or cancel the demand draft referred above till the Bidder get back the demand draft from the Central Bank of India in the course of execution of the contract.

Dated this.....day of.....

Place:

Date:

Seal and signature of the Bidder

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

