

## सेंट्रल बैंक ऑफ इंडिया

"प्रस्ताव हेतु निवेदन (आर एफ पी) " आमंत्रित करता है  
संदर्भ संख्या: सोलापुर: आरसीसी: आरएफपी:2022-23:05  
दिनांक: 02/05/2022

सोलापुर क्षेत्रीय कार्यालय की विभिन्न शाखाओं एवं कार्यालयों में संस्थापित  
हार्डवेयर एवं उसके सहायक उपकरणों हेतु वार्षिक रखरखाव ठेका

## Central Bank of India

### “Request for Proposal (RFP)”

**Reference Number: SOLAPUR:RCC:RFP:2022-23:05**

**Dated: 02/05/2022**

Annual maintenance Contract for Hardware and Peripherals  
installed at various Branches/Offices under Regional Office,  
SOLAPUR

***Cost of the Tender: Rs. 2,000/- (Rupees Two Thousands Only)***



## **Invitation for Tender Offers**

Central Bank of India, Regional Office, Solapur, invites sealed tender offers (technical and commercial) from eligible, reputed service providers for Comprehensive Annual Maintenance Contract (AMC), as Third Party Maintenance for Computer Hardware & Peripherals viz. **Computers (CPU, Monitor, Keyboard & Mouse), Laptops, Printers (excluding Printer Heads for all types of Printers) & Scanners and software support** at 38 Branches / Offices within the jurisdiction of SOLAPUR Regional Office, effective for a period of One Year from date of acceptance of Annual Maintenance Contract order.

Earnest Money Deposit (In the form of DD) of Rs.15,000/- (Rupees Fifteen Thousands Only) will have to be deposited along with bid.

Instructions & the Terms & Conditions to the vendors in relation to the AMC offer are given in **Annexure-I. Vendor will have to furnish unconditional compliance for all terms and conditions of AMC offer.**

The details of the Systems / Computers / Peripherals available for AMC are given in **Annexure-II**. The list of hardware is subject to new additions / deletions at the agreed rate.

**Requisites to the Technical Bid are given in Annexure-III. Bidders should ensure that all pre-requisites are being fulfilled by them. Incomplete/non-full fulfillment shall be liable to rejection out rightly.**

Format of Quotation for AMC (TCO) is given in **Annexure-IV**.

**Please note that the vendors having franchise arrangement for maintenance & support shall not be eligible to quote.**

A complete set of tender document may be purchased by any interested and eligible tenderers upon payment of a non-refundable fee of Rs.2,000/- (Rupees Two Thousands Only Including Taxes) by demand draft in favor of “Central Bank of India, Regional Office, Solapur” payable at Solapur.

The copy of tender document may be obtained from **Central Bank of India, Regional Office, Regional Computer Centre, 17-Yalleshwar Complex, Budhawar Peth, Near Tarti Naka Police Station, Balives, Solapur - 413002**. Copy of the tender document may also be downloaded from our website **[www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)**.



TENDER DETAILS	
Tender Reference	SOLAPUR:RCC:RFP:2022-23:05 Dated 02/05/2022
Cost of Tender Copy	Rs.2,000/- (Including Taxes)
Earnest Money Deposit (In the form of DD)	Rs.15,000/- (Including Taxes)
Date of commencement	02/05/2022
Last Date and Time for receipt of tender offers	23/05/2022 at 15:00 Hrs. (only on working days)
Date and Time for opening of Technical Bids	23/05/2022 at 15:30 Hrs.
Date and Time for opening of Commercial Bids (For successful Bidders of Technical Offers only).	Date and time will be communicated separately to the successful bidders.
Address of Communication for submission of Tender	Regional Manager, Central Bank of India
Documents	Regional Office, 17, Yalleshwar Complex, Budhawar Peth, Near Tarti Naka Police Station, Balives, Solapur-413002, Maharashtra
Contact Number	0217-2728133 9167045840/7208851580 <a href="mailto:rccsolaro@centralbank.co.in">rccsolaro@centralbank.co.in</a>

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

(P. N. CHAUDHARY)  
Dy. Regional Manager



## **Instructions to Vendors**

### **1. Invitation Offer System**

Bidders may either obtain copy of offer documents from our office or same may be downloaded from our website. Bids should accompany **Demand Draft of Rs.2000/- (Rupees Two Thousand Only) including taxes (non-refundable)** towards Tender Document's cost. No cost for MSME Firms after furnishing supporting documents.

*# Vendors having franchise arrangements are not eligible to quote.*

### **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 given above, on or before the last date mentioned above. All envelopes should be securely sealed and stamped. Only one Bid should be submitted by one Bidder.

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

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

#### **2.1 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 Technical Offer with any price information anywhere is liable to be rejected. The Technical Offer should be complete to indicate that all products and services asked for are quoted as per **Annexure-II**.

#### **2.2 Envelope-II (Commercial Offer):-**

Quotation /Offer should give all relevant price information as per **Annexure-IV**.

Both Quotations (Technical & Commercial) must be submitted, **on or before 15:00 hours on 23/05/2022** giving full particulars in **sealed envelope** at the Bank's address given below:-

**Regional Manager,  
Regional Office, Central Bank of India,  
17, Yalleshwar Complex, Budhawar Peth, Balives,  
Near Tarti Naka Police Station,  
Solapur- 413002, Maharashtra**

**Delay in submission:** Delay in submission of any part arising due to postal or any other irregularities at any stage will not be considered. The Bank will not be responsible for any damage caused in transit in case of postal delivery / delivery through courier service or delay in delivery.



All tenders where any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

The unit rate for AMC amount for each and every item should be quoted and final total should also be incorporated in **Annexure-IV**. Any Quotation found to contain incomplete information is liable to be rejected outright.

**It is expected from bidders that they furnish the required documents only. Tenders having unwanted/ undesired/ irrelevant documents shall be liable to rejected outright.**

2.3 In case of only two bids received in tender, we will proceed for Tender process subject to qualification of both the Bids in technical criteria.

### 3. Eligibility of the Vendor

3.1 Bidder should be a registered company/ firm with valid ISO 9001:2015 quality services certification in the relevant fields of IT hardware AMC having an annual turnover of **Rs 5 Crore** in Hardware/Maintenance business per year in the last two consecutive financial years. Please furnish supportive documents. In case of Micro Small and Medium Enterprises (MSMEs), relaxation in turnover criteria will be as per Government guidelines (Documentary proof for company registered in Micro and Small and Medium Enterprises (MSMEs) required).

3.2 The Bidder should have at least 5 years of experience of taking third party AMC of Hardware and out of which at least 3 years' experience should be of PSU Banks/RBI/RRB. Relevant documents of work orders are to be attached for verification along with satisfactory performance certificate for previous years issued by PSU Banks/RBI/RRB.

3.3 The Bidder should have minimum 5 qualified and experienced engineers on their payroll stationed at Regional Headquarter of the Bank i.e. at Solapur. Bidder should have sufficient support personnel to support IT infrastructure on their own without resorting to sub-contracting in part or full / rendering support of any sort **through franchises will not be acceptable**.

3.4 The Bidder should provide one dedicated resident engineer for Central Bank of India, Regional Office, Solapur and at least one qualified and skilled engineers (Hardware & Software Support) at each major District as per **Annexure-VIII** under Regional Office, Solapur. The dedicated engineer has to be present on all working days during Office hours or as directed by Bank to confirm that the branch operation is not hampered due to technical issues with proper co-ordination with team. In case the service of the dedicated resident engineer is not satisfactory, the Bank may ask to replace the Engineer with suitable one only after verifying the technical fluency of the Engineer. The Bank should be provided access to the Call Lodging System to track Branches/Offices calls.

3.5 The Bidder should be in financially sound condition. Audited Balance Sheet and Profit & Loss account statement for the last three years to be submitted. The Bidder should be net profit making company during last two financial years.



- 3.6 The bidder should have executed at least 3 AMCs with total value of Rs. 20,00,000/- and above (Rs. Ten Lakhs and above) each year in last two financial year.
- 3.7 The firm should have applicable tax registrations i.e. PAN, TIN, GST of Maharashtra (Relevant documents to be submitted).
- 3.8 The Bidder should have an office in Solapur (Maharashtra) from last 5 Years (Supportive documents to be submitted). The Bidder should render their services around districts under Regional Office, Solapur (**Annexure-VIII**) on call.
- 3.9 Applicant/Firm should not be blacklisted by any Govt. Authority or Public Sector Undertaking (PSU)/RBI. The vendor should give an undertaking on their letter head that they have not been black listed by any of the Govt. Authority or PSU/RBI as on date.

#### 4. Quotations

The Bidder must ensure that all the items as specified in this offer are quoted for. Unit-wise rates & total amount should be quoted for each item. Grand total for all items must also be incorporated in (**Annexure-IV**). The Bidder must also ensure that they are in a position to undertake the work specified.

#### 5. Non-transferable Offer

This Offer document is not transferable. Only the party, who has submitted this offer document, is entitled to quote.

#### 6. Validity of Offer

The offer will be valid for a minimum period of sixty days from the date of submission.

#### 7. Address of Communication

Any communication in this regard should be made to the following office:-

**Regional Manager,  
Regional Office, Central Bank of India,  
17, Yalleshwar Complex, Budhawar Peth,  
Balives, Solapur-413002 , Maharashtra**

#### 8. Modification and Withdrawal of Offers

The Bank has a right to modify / alter the Offer and the terms thereon, before the closure of the Offer. The Bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

#### 9. Evaluation and acceptance

- i) Offers received within the prescribed closing date and time, will be opened by Bank's Committee appointed for the same, bidders may present at the time of opening of the bid.



- ii) Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. **Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid.** Bank may, at its sole discretion, waive any non-conformity or deviations.
- iii) Bank reserves the right to reject a bid offer under any of the following circumstances:
  - a) If the bid offer is incomplete and / or not accompanied by all stipulated documents
  - b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP
  - c) If there is a deviation in respect to the technical specifications of hardware items.
- iv) **The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning any reasons whatsoever.**
- v) Bank reserves the right to call details on how the quoted bid is being utilized by the Bidder on various components like replacement of parts & manpower cost etc. Failing to provide satisfactory supportive documents and evidences, the Bank reserves the right to deny / award contract even if the Bidder is eligible as L1 vendor and may be black listed and no future contract will be awarded to such Bidder.
- vi) The Bank reserves the right to appoint more than one vendor looking at spread of branches in rural areas.

## 10. 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 non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers.

## 11. 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.

## 12. 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 Bidder and/or to listen to any representations.



### 13. Make and Models of the equipment

The details of the equipment's are mentioned in the **Annexures-II**. It is mandatory to quote for all items. The brief details given about the configuration are only indicative. A Bidder must quote unit rate for each item. Post AMC allotment, the hardware units are subject to addition or removal at the contracted rate.

### 14. Details of Spread

Bank Branches under Solapur Region are located in Kolhapur, Latur, Osmanabad, Solapur, Sangli and Satara district of Maharashtra. Bank reserves the right to give AMC of all or some branches of the Region to One or more Vendor.

### 15. Format for Offer (TCO)

The offer must be submitted in suggested format as per **Annexure-IV**.

### 16. 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.

### 17. Costs & Currency

The offer must be made in Indian Rupees only and should be inclusive of all duties excluding taxes etc.

### 18. No Negotiation

It is absolutely essential for the Bidder to quote the lowest 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 Bidder, whose offer is found to be other-wise in order. If TCO of two or more L1 Bidder is same, in that case only the Bank will go for negotiation with individual Bidder for finalizing the L1.

### 19. Right to Alter Quantities

The Bank will be free to either reduce or increase the quantity on the same terms and conditions. The Bank also reserves the right to place further / repeat order on the same terms and conditions within a period of 12 months from the date of purchase order.

### 20. Price Variations and Supply of Spares

The price quoted by the Bidder should be valid for a minimum period of sixty days. The vendor must give an undertaking along with the quotes to provide service commitment along with availability of spares for a minimum period of one year.

### 21. Procedure for Lodging the Complaint by Branches

The tender should be specific about the procedure to lodge complain by branches (Viz by mail, phone, mobile etc.). Escalation matrix must be shared along with contact person's name, contact number and e-mail ID.





## 22. Hardware Ref. Number

All Hardware (under AMC) should be identified by the successful Bidder. Unique ref. no. should be allotted to each Hardware. Branch wise detailed list of such Hardware with unique ref. no. should be provided to all branches & Regional Office.

## 23. Documents To Be Submitted

Documents required in Techno Commercial Bid.

1. Compliance Statement & Acceptance of the terms and conditions as per **Annexure-III**
2. Request for Quotation Covering letter as per **Annexure-V**
3. Letter of undertaking as per **Annexure-VI**
4. Address Details along with contact Numbers of the Bidder as per **Annexure-VII**
5. Self-declaration on company letter head with authorized sign & seal regarding non-blacklisting should be provided as per **Annexure-IX**
6. Non-refundable document fees of Rs. 2000/- through Demand Draft as mentioned in “Invitation for Tender Offers”



ANNEXURE - I

**Terms and Conditions of the AMC offer**

**1. Scope:**

- 1.1 The 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 bid.
- 1.2 AMC offer is of Comprehensive in nature, as comprehensive AMC is proposed, the selected vendor(s) will have to replace damaged/worn out components at no additional cost to the bank except in case of force majeure viz. damage due to external factors (robbery, arson, rioting, and willful damage). Damage due to electrical/voltage problems will not be in the scope of force majeure clause. It will also include updating of antivirus software, reinstallation/upgradation of OS in desktop as well as server and other software installation/configuration/upgradation as per bank's need wherein media & necessary updates will be provided by the Bank
- 1.3 All the prices quoted by the Bidder shall be in Indian Rupees Only.
- 1.4 The Bank will not be bound to accept the lowest quotation and reserves the right to accept or reject any or all bids without assigning any reason whatsoever. Decision of the Bank in this regard shall be final and binding on the Bidders.
- 1.5 The cost of all hardware parts and equipment which have to be replaced or repaired should be borne by the successful Bidder.
- 1.6 Non repairable parts like Keyboard, Mouse etc. must be replaced at the successful Bidder cost.
- 1.7 The successful Bidder should provide **one dedicated residence engineers** for Central Bank of India, at Regional Office Solapur. The residence Engineer should have Degree / Diploma Certificate from recognized university and have 3 years' experience of handling and resolving issue related to Bank's software, Operating System, Hardware and Peripherals in PSU Banks/RBI/RRB and have experience of handling small teams of 2-3 members. He must have knowledge of installation and configuration of all Banking software used in a Bank.
- 1.8 The Bidder should have at least one dedicated engineer for each district Kolhapur, Latur, Osmanabad, Solapur, Sangli and Satara.
- 1.9 The Bidder should have registered with EPF and ESIC. (Supportive documents to be submitted).
- 1.10 The AMC shall consist of preventive and corrective maintenance of the Computer Systems/Machines and will include supply and replacement of unserviceable parts, at Vendor's own cost on quarterly basis.
- 1.11 Parts to be replaced will either be new or equivalent to new parts.
- 1.12 Any maintenance of normal system related software, i.e. System Software, Application Software and Operating System (O/S) / Virus related problems to be taken care by the vendor and all software will be provided by Bank Only.



- 1.13 In case of replacement of parts, the old/defective parts removed from the computer system shall become the property of the Vendor.
- 1.14 All maintenance/repairs shall be attended by the vendor or authorized personnel of the vendor.
- 1.15 The vendor shall maintain adequate spare machines and other spares to facilitate any temporary replacement.
- 1.16 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.
- 1.17 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. Proper gate pass arrangements should also be followed for movement of hardware.
- 1.18 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.
- 1.19 The 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.
- 1.20 In case within the contract period, for any reason, the system under maintenance are disposed of by the Bank, the contract amount for that particular system shall be paid on a pro rata basis.
- 1.21 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.
- 1.22 The quantities of various items mentioned in **Annexure-II** are indicative and there could be variations with the actual numbers.
- 1.23 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 Solapur. The jurisdiction of any other Court other than Solapur is specifically excluded.

## **2. Days of Service:**

- 2.1 The provision, by the vendor, of maintenance / support services will be confined to the Banks normal working hours on all normal working days
- 2.2 However, no additional charges / cost will be paid if the maintenance / support services are required beyond normal working hours in case of exigencies.

## **3. Duration of contract:**

- 3.1 The contract shall initially be valid for a period of one year.
- 3.2 Upon expiry of the period of contract, the same can be renewed for further maximum two tenures (each tenure is of 12 months) upon satisfactory performance of vendor as well as such terms and conditions as may be mutually acceptable to the Bank and the Vendor, and also subject to the Para 3.3 mentioned hereunder.



- 3.3 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 three months prior notice before the expiry of the contract.

#### **4. Care of the Equipment:**

- 4.1 The Bank shall provide suitable working space/facilities to the vendor for storage of maintenance equipment, spare parts and spare machines for its requirements.
- 4.2 The vendor shall ensure that the Systems being maintained are available to the Bank in proper working condition for at least 99% of the time in every month.

#### **5. Movement of Equipment:**

- 5.1 The bank reserves right to move any equipment from the place of installation to any other location, under intimation to the vendor.
- 5.2 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.
- 5.3 The Bank shall pay maintenance charges for all the Computer Systems/Machines, irrespective of the fact that the vendor for providing maintenance service as per the contract moves any one or more Computer Systems/Machines.
- 5.4 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.

#### **6. Payment of Charges:**

- 6.1 Maintenance charges will be payable post facto on quarterly basis i.e. after the submission of visit reports from respective branches at Regional Office level.
- 6.2 No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
- 6.3 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.
- 6.4 Maintenance charges payable by the Bank are inclusive of all duties, excluding GST, TDS etc. TDS will be deducted as per rules.
- 6.5 Vendor has to execute the AMC agreement with the Bank (Regional Office level) without any exception within 15 days from the acceptance of Annual Maintenance Contract order. No deviation from the terms and condition given in AMC agreement is acceptable to the Bank.
- 6.6 Payment of Maintenance charges will be paid by the Bank on quarterly basis after completion of respective quarter based on actual inventory in various Departments and Sections of Regional Office. No payment will be released in absence of AMC agreement and/or a Performance Bank Guarantee (PBG). The vendor has to submit PBG for an amount of 10% of total AMC value (TCO) valid till contract period.



## 7. Earnest Money Deposit:

Earnest Money Deposit (In the form of DD) of Rs. 15,000/- (Rupees Fifteen Thousands Only) will have to be submitted along with bid.

## 8. Uptime Guarantee & Obligations of the Vendor:

8.1 The vendor shall ensure that the equipment is available to the Bank in proper working condition for at least 99% of the time in every month

8.2 The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days. No work will be undertaken on Sundays and holidays except by prior arrangement

8.3 The normal working hours of the Bank are from 9.45 a.m. to 5.45 p.m. on all week-days and all Saturdays except 2nd and 4th Saturdays of a calendar month

8.4 The vendor do hereby undertake to attend break-down calls on the same working day. **Calls should be attended and completed within 24 hrs.**

**8.5 In case any replacement of parts is required, the vendor shall ensure to complete the same within 24 hours. In case it is assessed that it is not possible to replace within 24 hours, due to explainable reasons, the vendor shall provide replacement spare machine till the machine of the Bank is made available after repairs.**

8.6 The vendor shall be liable to pay penalty as hereunder per day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

Sr.	Particulars	Cos of Penalty
1	Gateway PC	Rs. 500/- (Max Rs. 5000/-)
2	Desktop PC	Rs. 300/- (Max Rs. 3000/-)
3	DMP Printers (136 col. & 80 col.)	Rs. 200/- (Max Rs. 1000/-)
4	Passbook Printers	Rs. 200/- (Max Rs. 1000/-)
5	Laser / Ink Jet Printer	Rs. 200/- (Max Rs. 1000/-)
6	Scanner	Rs. 200/- (Max Rs. 1000/-)
7	Laptop	Rs. 500/- (Max Rs. 5000/-)

8.7 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 from the Vendor in addition to the penalty to be levied for the delay.

8.8 The Vendor shall ensure to have qualified Engineers with minimum 3 years' experience allocated exclusively for this assignment. These engineers should have complete knowledge of maintaining and repairing Desktop PCs, Laptops, Dot Matrix Printers, Laser/Inkjet Printers and Scanners as well as maintenance of Operating Systems and knowledge of installation & configuration of all banking software used in a Bank as mentioned in Scope of Work.



- 8.9 Since most of the Desktop PCs do not have CD/DVD drives, it is essential that the engineers should carry external CD/DVD drive in case the PC needs to be formatted or Operating System is to be repaired or new hardware is to be installed. Dismantling of CD/DVD drives of other PCs and using it in other PCs is strictly not allowed.
- 8.10 The engineers to be instructed that in case any PC to be formatted, they should backup the drive to be formatted over network to another PC or connect the Hard Disk to another PC to take backup.
- 8.11 The engineer shall contact Regional Computer Center before formatting. Reinstallation of Operating System should be carried only after clean format of C: drive.

#### **9. Assignment:**

All rights, liabilities and obligations are non-transferable and any transfer/assignment of the same can be done only mutually.

#### **10. Termination:**

The vendor may terminate the contract by giving minimum three months' notice in writing. However, the Bank may terminate the contract by giving one month's 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.

#### **11. Force Majeure:**

As Facility Management Service (FMS) and Comprehensive AMC is proposed, the selected vendor(s) will have to replace damaged/worn out components at no additional cost to the bank except in case of force majeure viz. damage due to external factors (robbery, parson, rioting, willful damage). Damage due to electrical/voltage problems will not be in the scope of force majeure clause.

#### **12. General:**

The vendor shall be required to sign an Agreement as per Bank's Standard Format incorporating various terms & conditions.

Vendor has to execute the AMC agreement with the Bank (Regional Office level) without any exception within 15 days from the acceptance of Annual Maintenance Contract order. No deviation from the terms and condition given in AMC agreement is acceptable to the Bank.



**ANNEXURE-II**

**DETAILS OF HARDWARE EQUIPMENT AVAILABLE FOR AMC AT SOLAPUR REGION**

Sr.	ITEMS	MAKE/ MODEL	CONFIGURATION & OPERATING SYSTEM	Units
1	Desktop PC (Hardware AMC and OS/ Applications/ Middleware support)	HCL/ ACER/ WIPRO/ LENOVO/ HP / DELL and other similar Brands	OS - Windows 7, 10, or Higher version	150
2	Desktop PC – (OS/ Applications/ Middleware support)	HCL/ ACER/ WIPRO/ LENOVO/ HP / DELL and other similar Brands	OS - Windows 7, 10, or Higher version	76
3	Gateway PC (OS/ Applications/ Middleware support)	HCL/ ACER/ WIPRO/ LENOVO/ HP / DELL and other similar Brands	OS - Windows Server 2008, 2016, or Higher version	37
4	136 Col. Dot Matrix Printer	TALLY T2340, LIPI, T2250, EPSON DLQ-3500, TVS Platina DP 5000, LQ-1150, and other similar Brands		22
5	80 Col. Dot Matrix Printer	EPSON LQ-300+II. LQ-310 TVS MSP series and other similar Brands		12
6	Passbook Printer	EPSON PLQ-20. OLIVETTI PR2Plus, LIPI PB2, and other similar Brands		38
7	Laser Printer	HP LaserJet 1020 plus SAMSUNG, CANON, EPSON, BROTHER and other similar Brands		52
8	Inkjet Multi-Function Printer	EPSON L3110, M200 and other similar Brands		6
9	Scanner	Epson/CANON/BEARPAW/ HP and other similar Brands		38

**Note: The quantity mentioned above is estimated. Actual quantity may vary.**



ANNEXURE-III

**Bid for Technical Offer**

**COMPLIANCE STATEMENT**

**DECLARATION**

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid not submitted in proper format as per Tender.

Sr. No.	Pre-Qualification Criteria	Compliance (Yes/No)	Remarks/ Deviations
1	The Bidder should have at least 5 years' experience of taking AMC of Hardware and out of which at least 3 year experience should be of PSU Bank		
2	The Bidder should have minimum 5 qualified and experienced engineers on their payroll stationed at Regional Headquarter of the Bank i.e. at Solapur		
3	The residence Engineer should have minimum 3 years' experience in Hardware Support and Services in PSU Bank. Resume should be attached with Technical Bid		
4	The Bidder should have sufficient quantity of spare parts available of all model of Hardware Items		
5	The AMC related turnover of the firm should have been minimum Rs. Five Crore per year in the last two consecutive years and in case of MSMEs it should be Three Crore in last year		
6	The Bidder should have an office in Solapur (Maharashtra) from last 5 Years (Supportive documents to be submitted).		
7	The Bidder should be ISO 9001:2015 Certified. (Supporting documents to be submitted)		
8	The Bidder should be Registered with EPF and ESIC. (Supporting documents to be submitted)		
9	The Bidder should have at least one single work order executed in last Two years of Rupees Ten Lakhs.		
10	The Bidder need to follow the State Government minimum wages while paying salary to Engineers		
11	The Bidder should be net profit making company during last two financial years		





Business detail		(Amt in Crore)	
Name of Company	Turnover (2019-20)	Turnover (2020-21)	Profit/Loss

Attach supported document (Balance sheet)

AMC provided at				
Sr. No.	Bank Name	Service Period		Remarks, if any

Attach supported document (Banks certificates)

Support Centre Detail	
Company Name	Address of Support Centre at Solapur

Compliance	Description	Compliance (Yes/No)	Remarks/ Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s)/addendum(s) etc. stipulated by the Bank in this Tender. (Any deviation may result in disqualification of Bid)		
Technical Specification	We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations		

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

Seal & Signature of Bidder



ANNEXURE -IV

**Bid for Commercial Offer: TCO**

**FORMAT OF QUOTATION FOR EQUIPMENTS AVAILABLE UNDER AMC AT SOLAPUR  
REGION**

(Amount in Rupees excluding applicable taxes)

Sr.	Items	No of Units	AMC/ Rate Per Unit	Total Amount
		(A)	(B)	(C = A*B)
1	Desktop PC (Hardware AMC and OS/ Applications/ Middleware support)	150		
2	Desktop PC (OS/ Applications/ Middleware support)	76		
3	GWPC (OS /Applications / Middleware support)	37		
4	136 Col DMP Printer	22		
5	80 Col DMP Printer	12		
6	Passbook Printer	38		
7	Laser Printer	52		
8	Inkjet Multi-Function Printer	6		
9	Scanner	38		
<b>TOTAL (TCO)</b>				

- The above amount is exclusive of GST which will be paid by the Bank as per actuals.
- The Quantity mentioned above is estimated. Actual quantity may vary.
- Before entering into contract, physical asset verification to be done by the Bidder at their own cost.

Commercial Bid should be submitted in separate and securely sealed envelope with super-scribed as “Commercial Bid” & Tender Reference number.



**REQUEST FOR QUOTATION COVERING LETTER**

To

Regional Manager,  
Central Bank of India  
17, Yalleshwar Complex,  
Budhwar Peth, Balives  
Solpaur-413002, Maharashtra

Sir,

**Reg.: Our Quotation for Third Party AMC for Computer Peripheral/Hardware.**

**We submit herewith our Commercial Quotation Document.**

We understand that:

1. Banks is 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:** \_\_\_\_\_



**LETTER OF UNDERTAKING**

To

Regional Manager,  
Central Bank of India,  
17, Yalleshwar Complex,  
Budhwar Peth, Balives  
Solpaur-413002, Maharashtra

Sir,

**Reg:- Our Quotation for Third Party AMC for Computer Peripheral / Hardware -  
Undertaking of Authenticity for components / parts / assembly.**

**Ref:- RCC:SOLAPUR:RFP:2022-23:05 Dated 02/05/2022**

With reference to our bid for Third Party AMC for Computer Peripheral Hardware being quoted vide your RFP 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.

**Authorized Signatory**

**Signature**

**Designation**

**Seal of Company**

**Date & Place:**



ANNEXURE-VII

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

Registered Address of the Vendor	
Local Office /Branch Office Address at PUNE/SOLAPUR	
Contact Details of the vendor along with Escalation matrix	
List of Employees / Engineers on Payroll along with technical qualification provided as an annexure to this declaration	YES / NO

**Signature & Seal of Company**



ANNEXURE-VIII

**District wise list of Offices under Solapur Region**

Sr.	OFFICE NAME	DISTRICT
1	KOLHAPUR(LAXMIPURI)	KOLHAPUR
2	SHIVAJI UDYAM NAGAR	KOLHAPUR
3	VATHARTARF, VADGAON	KOLHAPUR
4	ICHALKARANJI	KOLHAPUR
5	SHIROL	KOLHAPUR
6	HATKANANGALE	KOLHAPUR
7	LATUR	LATUR
8	RENAPUR	LATUR
9	UDGIR (TOGARI)	LATUR
10	KINGAON	LATUR
11	KAVHA	LATUR
12	OSMANABAD	OSMANABAD
13	SANGLI	SANGLI
14	MIRAJ INDUSTRIAL AREA	SANGLI
15	PACHUMBRI	SANGLI
16	KOLHAPUR ROAD SANGLI	SANGLI
17	TASGAON	SANGLI
18	KARAD	SATARA
19	PHALTAN	SATARA
20	PANCHWAD	SATARA
21	SATARA	SATARA
22	WATHAR (RETHARE)	SATARA
23	GIRVI	SATARA
24	SHOLAPUR	SOLAPUR
25	BARSI	SOLAPUR
26	MALINAGAR	SOLAPUR
27	DUDHANI	SOLAPUR
28	VAIRAG	SOLAPUR
29	AKKALKOT ROAD, SHOLAPUR	SOLAPUR
30	JAWALA	SOLAPUR
31	BIJAPUR ROAD SHOLAPUR	SOLAPUR
32	KONDI	SOLAPUR
33	WANGI-I(KARMALA)	SOLAPUR
34	SONAND	SOLAPUR
35	PANDHARPUR	SOLAPUR
36	AKKALKOT	SOLAPUR
37	TEMBHURNI	SOLAPUR
38	REGIONAL OFFICE SOLAPUR	SOLAPUR



ANNEXURE-IX

Format for undertaking, to be furnished on company letter head with regards to Blacklisting/ Non-Debarment by Organization.

**UNDERTAKING REGARDING BLACKLISTING/ NON- DEBARMENT**

To,

Regional Manager  
Central Bank of India  
17, Yalleshwar Complex,  
Budhwar Peth, Balives  
Solpaur-413002, Maharashtra

Sir,

We hereby confirm and declare that we, M/s \_\_\_\_\_

is not blacklisted/ de-registered/ debarred by any Government department/ Public sector undertaking/ Private Sector/ institute/ or any other agency during the last 3 years.

For \_\_\_\_\_

Authorized Signatory with Seal

Date:-



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.

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

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

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

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)



(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Witness 2:

Witness 2:

(Name & Address)

(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.

2. **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 Amravati.
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  
SOLAPUR**

-----.

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 Maintenance Support for Hardware and Peripherals (hereinafter referred to as “Services”) 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 maintenance support, as per the terms and conditions of the said contract, to be provided by the contractor;

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 to provide maintenance support of computer hardware and peripherals as per the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to maintain the computer hardware and peripherals 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 Annual maintenance Contract for Hardware and Peripherals installed at various Branches/Offices under Regional Office, Solapur 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 Solapur, 17-Yalleshwar Complex, Budhawar Peth, Near Tarti Naka Police Station, Balives, Solapur (Maharashtra) Pin Code 4130021**

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:
  - a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or
  - b) Having been notified of the acceptance of its Bid by Central Bank of India during the period of validity:-
  - c) Fails or refuses to execute the contract form if required; or
  - d) 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 Document~~~~~