



Central Bank of India

Tender Reference No. CO/DIT/PUR/2024-25/402

Limited Tender(LT)

For

**Supply, Installation, Integration and Commissioning of CISCO Video Conferencing
Endpoint, IP Phone & Video IP Phone with required licenses**

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Purpose of this document

The Request for Proposal (hereafter referred to as “RFP”) document is meant to define scope of work for the bidder for “Supply, Installation, Implementation & Integration of Cisco Video Conferencing Endpoint Devices, IP Phone & Video IP Phone with required & additional licenses” at Central Bank of India as per the terms, conditions and specifications provided in this RFP.

This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the bidder needs to factor in while responding to this RFP. Objective of this RFP is to short-list suitable bidders – who can deliver in-scope solutions in alignment with requirements of Central Bank of India, hereafter referred to as “Bank” and has proven experience in the area of implementation, installation and maintenance of server hardware for the banking sector.

Note: This RFP should not be considered as a statement of intent for procurement, unless a purchase order or notification of award is published by Bank, if any, as an end result of this RFP process.

Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

“Bank” means ‘Central Bank of India

“Bidder” – Single point of contact appointed by Bank for procurement and supply of the equipment based on the Bill of Materials shared by Bank.

“CBS” – Core Banking Solution

“CO” – Central Office

“CPU” – Central Processing Unit

“CVC” – Central Vigilance Commission

“DC” – Data Centre of Bank which is located at Navi Mumbai

“DRC” – Disaster Recovery Centre which is located at Hyderabad

“FI” – Financial Inclusion

“Gbps” - Giga bits Per Second

“GM - IT” – General Manager – Information Technology

“GoI” – Government of India

“HO” – Head Office

“HTTP” – Hyper Text Transfer Protocol

“INR” – Indian National Rupee

“IP” – Internet Protocol

“IPS” – Intrusion Prevention System

“IT” – Information Technology

“LAN” – Local Area Network

“NOC” – Network Operating Control

“OEM” – Original Equipment Manufacturer

“PO” – Purchase Order

“RF” – Radio Frequency

“RFP” – Request for Proposal

“RO” – Regional Office

“RPO” – Recovery Point Objective

“RTO” – Recovery Time Objective

“SMTP” – Simple Mail Transfer Protocol

“SoW” – Scope of Work

“SSL” – Secure Sockets Layer

“T&C” – Terms & Conditions

“TCO” – Total Cost of Ownership

“TCP” – Transmission Control Protocol

“ToR” – Terms of Reference

“UAT” – User Acceptance Test

“ZO” – Zonal Office

“VC Equipment” - VC Endpoint and Video IP Phone

PSI, Bank shall be individually referred to as ‘Party’ and collectively as ‘Parties’

Introduction

1.1 About Bank

Central Bank of India herein after referred to as the “Bank”, established in 1911, was nationalized in the year 1969 and today is a leading public sector Bank listed in BSE/NSE.

The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Office (RO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 12 Zonal Offices to exercise immediate supervision and control over the 90 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has pan India presence with a network of 4617 branches.

1.2 Project Objective

Bank envisages procuring additional VC endpoints, IP Phone & Video IP Phone for its Administrative Offices to augment the existing Video Conferencing as well IP telephony Setup. Bank expects bidder to supply, install, integrate, commission and provide comprehensive onsite warranty for the proposed hardware and software along with its sub components, as mentioned in Appendix 1 Form B 01- Bill of Materials and Annexure 4- Minimum Technical Specifications for the period of contract. Bidder is, also, required to deliver all hardware, software and its sub-components at Bank’s location in-line with delivery schedule and implementation timelines.

In-depth scope of work is outlined in Section 2 – “Detailed Scope of Work” of this RFP document. Bank seeks comprehensive proposals from the bidders who have capabilities to meet Bank’s requirements and have a serious interest in providing the required services. This RFP provides information on Bank, scope of work and instructions for the preparation and submission of the RFP response.

Objectives of this RFP are:

- **Scope Definition:** To present the eligible bidders with understanding of Bank’s requirements aiming for procurement, installation, integration, commissioning and maintenance of in-scope hardware, software and other services
- **Background Information:** To provide background information on existing video conferencing infrastructure and services provided to support the business functions and operations
 - **Proposal Request:** To invite detailed proposals from bidders as per the objectives defined in this RFP; adhering to stipulated terms and conditions
 - **Bidder Selection:** To shortlist bidders for comprehensive technical evaluation, taking into consideration evaluation parameters defined in this RFP

Term of the contract shall be for a period of 3 years from the day of installation acceptance of in-scope hardware, software and services by Bank.

1.3 Project Scope

Bidder shall be responsible for following:

- Supply of Video Conference Endpoints along with associated software and any other required application software necessary for installation and integration with the Bank's existing Video Conferencing setup at the stipulated locations of Bank
- For VC equipment and other Hardware, bidder shall refer to the detailed scope in this document and adhere to the compliance requirements in Appendix 1 Form B 01- Bill of Materials
- Installation and implementation of in-scope hardware, software licenses, as mentioned in Appendix 1 Form B 01 – Bill of Materials, at Bank's identified locations including configuration and commissioning.
- Seamless integration of the supplied hardware and software with the Bank's existing Video Conferencing platform.
- Adherence to Service Level Agreements (SLA) as mentioned in this RFP document and periodic monitoring and reporting of the same to Bank
- Provision of comprehensive onsite warranty, of the in-scope hardware and software for the tenure of the contract

1.4 Project Timelines

Bidder is required to adhere to the below mentioned procurement timelines:

Sr. No.	Activity	Time Period for Completion
1	Supply and delivery of CISCO Video Conferencing Devices, IP Phone & Video IP Phone, software and software licenses, at locations as mentioned in Appendix 1 Form B 01- Bill of Materials	Within 8 weeks of date of acceptance of the Purchase Order (PO) by the successful bidder
2	Installation and commissioning of supplied hardware and software at locations as mentioned in Appendix 1 Form B 01- Bill of Materials and integration with the Bank's existing Video Conferencing setup & with CUCM	Within 2 weeks of date of delivery acceptance

Table - 1.1: Project Timeline

Bank, at its discretion, shall have the right to alter the delivery schedule and quantities and same will be communicated formally to the successful bidder during implementation.

1.5 Invitation of Tender Document

Central Bank of India (hereinafter referred to as "Bank") invites online tender offers (Technical offer and Commercial offer) from eligible, reputed manufacturers and/or their authorized dealers for Supply, Installation and Maintenance of Video Conferencing Devices.

This RFP document is not an offer or invitation to enter into a contract or an agreement with respect to the goods and services requested by the Bank. The provision to accept the goods and services offered by any eligible and willing participant is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified after completion of the selection process as per the selection/evaluation criteria contained in this RFP. Bank reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons.

The schedule is given below:

Tender Reference Number	CO:DIT:PUR:2024-25:402
Tender Document Cost	INR 1,000/- (Rupees One Thousand)

	Only)
Earnest Money Deposit/ Bid Security	INR 50,000- (Rupees Fifty Thousand Only)
Date of Commencement of sale of tender Document	10 th May, 2024
Pre-Bid meeting with Bidders	21 st May 2024 at 15:00 HRS
Last Date and Time for receipts of tender offers	31 st May, 2024 at 15:00 HRS
Time & Date of Opening of technical bids	31 st may, 2024 at 15:30 HRS
Mode of bid submission & online portal's URL	Mode: Online URL: https://centralbank.abcprocure.com/EPROC
Response Types	1. Technical Bid + Document Cost + Bid Security 2. Commercial Bid
Address for Communication	Central Bank of India, DIT, Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614 E-Mail: smitpurchase@centralbank.co.in smcentmail@centralbank.co.in cmnetwork@centralbank.co.in
Place of Opening tender offers	Central Bank of India, DIT, First Floor Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614
Contact Telephone Numbers	Ph : 022 - 6712 3584, 6712 3669, 6712 3568

1.6 Pre-bid meeting

- The pre bid meeting will be held at the 1st Floor conference Room, Central Bank of India, CBD Belapur Office with the bidders who have submitted proof of remittance

of document cost or exception certificate of MSME, if applicable, by email to the Bank on or before the stipulated time.

- If the bidder have any queries or require any clarification, bidder should request the clarification from Bank in the format provided in “Appendix 2 Form A 02 - Query on T&C” for Terms & Conditions related queries /clarifications and in “Appendix 2 Form A 03 - Query Format” for technical or other non – Terms & Condition related queries / clarification. Clarification or queries, in any other format, will not be entertained
- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.
- Start-ups (which are not MSEs) are exempted only from Bid security amount.
- Bid Security mentioned above must accompany all tender offers (technical bid) as specified in this tender document or exemption claimed from payment of Document cost/EMD duly enclosing a copy of valid MSME certificate.
- It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address at least One day before the date of the Pre-bid meeting. Vendors, who furnish the Tender Fees before pre-bid meeting, will be eligible to participate in the pre-bid meeting.
- Only the bidders, who have purchased the RFP document, will be eligible to attend pre-bid meeting on a scheduled date
- Bank reserves the exclusive right to make any amendments / changes or to cancel any of the above actions or any other action related to this RFP
- Bidder is required to provide a detailed strategy to Bank; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence, if the bidder has a quicker and effective solution, the same may be discussed and agreed with Bank
- Any modification to the RFP, which may become necessary as a result of the pre-bid meeting, shall be made by Bank exclusively through the issue of an addendum and will be published on Bank’s website for information to all the prospective bidders
- Non-attendance at the pre-bid meeting will not be the cause for disqualification of a bidder. However, only bidders who have purchased the tender document will be allowed to bid in the tendering process.

Detailed Scope of Work

2.1 General

The Bank intends to procure additional VC Endpoints for its administrative offices and integrate those endpoints with the existing VC infrastructure.

Primary Site (DC) of the Bank is located at Navi Mumbai. Secondary Site (DRC) is located at Hyderabad. Any hardware/software required centrally to integrate the proposed devices shall be delivered at Navi Mumbai and Hyderabad.

- The Bank has envisaged to procure additional VC endpoints and same have been provided in Appendix 1 Form B 01 – Bill of Materials. The Bidder is required to quote the VC equipment and related hardware, software, licenses, additional infrastructure at DC & DR listed in Appendix 1 Form B 01 – Bill of Materials.
- Procurement of the VC equipment mentioned in the RFP will be at Bank’s discretion and Bank may not procure all the items mentioned in the RFP. Also, Bank may ask for staggered delivery of some of the VC equipment mentioned in the RFP. Details of the same would be shared with the successful bidder at a later stage.
- Bidder shall provide the details of each individual proposed equipment, in Appendix 1 Form B 01 – Bill of Materials. Bidder is also required to carry out activities given in the following table:

Sr. No.	Activity	Remarks
1	Physical delivery of VC equipment, IP Phone, Video IP Phone and related hardware and software at designated locations as per Appendix 1 Form B 01 - Bill of Materials	Bidder has to supply and deliver the VC equipment, IP Phone, Video IP Phone and related hardware and software mentioned in Appendix 1 Form B 01 - Bill of Materials at the Bank’s site.
2	Installation & configuration of VC equipment, , IP Phone, Video IP Phone and related hardware and software	Bidder is required to install, configure and integrate the VC endpoints, IP Phone, Video IP Phone and its related hardware and software to the existing Telepresence infrastructure of the Bank. Compatibility issues of subsystems with OS, respective drivers, firmware, any other cards to be installed, if required, are to be resolved by Bidder. Post installation and commissioning of VC equipment by Bidder, Bank will conduct the acceptance testing.

Table-2.1: General Scope of Work

- Bidder should also take adequate care to avoid quoting VC equipment going End-of-sale within 24 months of date of bid submission to the Bank and VC equipment going End-of support during the tenure of the contract.
- Bidder should ensure that proposed VC equipment should not go end-of-life within 5 years from the installation acceptance by the Bank.

- Bidder should ensure that the proposed VC Endpoint, IP Phone and Video IP Phone should be from same OEM.
- Bidder has to register VC Endpoints on Telepresence Management suite as an Endpoint device. Presence awareness should be available in the systems.
- The Bidder is required to supply, install, integrate and provide subsequent comprehensive on-site warranty/AMC/ATS of the VC equipment based on the Bill of Materials shared by the Bank and also the solutions (Hardware, Software, etc.) proposed. The delivery plan must be synchronized with the project delivery timelines of the Bank. (Refer section 1.4 of this document for Project Delivery timelines).
- The Bank expects to protect the investment already made on the VC equipment. The Bidder is required to successfully integrate the new VC endpoints with the existing VC setup of the Bank.
- Bidder is also required to provide resources that may be required for the successful completion of the entire assignment within the quoted cost to the Bank.
- The VC equipment should be provided with 3 years of on-site comprehensive warranty which will start from the date of installation and commissioning of VC equipment.

2.2 General Responsibility of the Bidder

- Bidder should coordinate with the SPOC appointed by Bank for all the assignments relating to this RFP.
- Bidder is responsible for delivery, transportation, transit insurance, physical storage, unpack, racking and stacking, insurance till commissioning at the Bank's location, installation and configuration of VC equipment at Bank's locations. Bidder should also be responsible for acceptance testing, documentation, warranty, annual maintenance.
- The Bidder has to configure and integrate all the proposed VC equipment to work smoothly with the existing setup.
- Any delay in installation of the new VC equipment for whatsoever reasons should not entail in expiry of insurance and the same should be continued and extended up to the date of installation and acceptance of the delivered VC equipment and its associated licenses software by the Bank.
- Bidder should be responsible for installation and commissioning and other related activities such as unpacking, uncrating, post-delivery inspection etc.
- During installation, Bidder should check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / damaged etc., Bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation doesn't get hampered. Bidder shall have to arrange for all testing equipment and tools required for

installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.

- In case of damage of the property owned / leased by the Bank during VC equipment delivery and installation which is attributable to Bidder, Bidder has to replace the damaged property at no cost to the Bank.
- Bidder shall ensure compatibility of to-be supplied VC equipment and licenses with the current hardware and software systems being used in the Bank.
- Any additional licenses required for integration of the new VC equipment with the existing VC setup of the Bank must be quoted in the Bill of Material.
- Bidder shall adhere to the service level specified in the RFP for the installation & maintenance of VC equipment supplied during the tenure of contract.
- Bidder shall provide replacement component, if any component is required to be taken out of the premises for repairs
- Bidder has to ensure that on call OEM support can be made available within 24 hour during the tenure of the contract.
- Bidder shall document the installation and integration plan(s) and design using the validated data collected during planning process, including definition of the migration methodology to be employed
- Bidder should ensure Knowledge Transfer to the Bank throughout delivery of the service, which should include detailed overview of the implementation and configuration parameters and features and functionality of the proposed VC equipment.

2.3 SLA compliance

Bidder shall ensure compliance with SLAs as defined in the RFP.

2.4 Repeat Order

Repeat Order Bank may procure additional components up to 25% of the ordered quantity within 18 months from the Date of Purchase Order at the same cost mentioned in Appendix 1 Form B 01 - Bill of Materials.

2.5

Service Level Agreements

The temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, within 3 days, failing which a penalty in rupees per day as specified in Annexure 4 - Minimum Technical Specifications Penalty Clause of item cost will be imposed for the

number of days exceeding 3 days subject to a maximum of 10 % of the equipment cost/fixed amount as per Annexure.

Penalty Clause is as under.

Sl.No.	Devices	Downtime exceeding Numbers of days	Penalty Percentage/Amount
1	VC Endpoint, IP Phone & Video IP Phone	3	1% of the device cost per day to a maximum of 10% of product cost of device

- The reporting of fault / downtime will be through a telephonic message or any other mode as Central Bank of India may decide.
- Bank expects the bidder to complete scope of the project including delivery, installation and integration with Bank's existing VC infrastructure within the timeframe specified in this RFP. Inability of the bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1% of the value of the cost of the product per week of delay or non-compliance.
- Overall cap of all the penalties over the tenure of the contract will be 10% (ten percent) of the contract value.

2.6 Incident Matrix

Incident to be Reported within (If unresolved)	Escalation Hierarchy (Details will be provided to successful bidder)
2 hour	Support Engineer & IT Engineer of Bank
4 hours	Chief Manager IT (Bank)
8 hours	Assistant General Manager (IT) & Chief Manager IT
> 16 hours	General Manager (IT) & Deputy General Manager IT

Terms and Conditions

3.1 General

Central Bank of India invites the Bidder's attention to the following terms and conditions which underlines this RFP and which provide a statement of understanding between the interested parties.

The Bank expects the Bidder to adhere to the terms of this RFP and would not accept any

deviations to the same.

The Bank expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all supply and delivery of equipment required for the project implementation.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidder's response would not be incorporated automatically in the RFP.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidder.

3.2 Bid Submission

- All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act upon any reason for late submission of response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.
- **“Cost of Tender Document”** may be paid through NEFT favoring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favoring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.
- The details of the transaction viz. scanned copy of the receipt is required to be uploaded on e-procurement website at the time of final online bid submission The RFP response without the proof of amount towards Application Money / Bid Security are liable to be rejected

3.2.1 Instructions to Bidders – e tendering

The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's

(Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details below.

3.2.2. Registration Process for Bidders

- a) Open the URL: <https://centralbank.abcprocure.com/EPROC/>
- b) On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"
- c) Register yourself with all the required details properly.
- d) TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- a) LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the portal (of the agency concerned, using the Login IDs and passwords given to them.

<p>Bid Submission Mode.</p>	<p>https://centralbank.abcprocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)</p>
<p>Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.</p>	<p>e-Procurement Technologies Limited Technical Support Team Mr. Sujith Nair: 079 68136857 sujith@eptl.in Ms. Geeta: 079 90334460 geeta@auctiontiger.net Ms. Khushboo: 09510813528 khushboo.mehta@eptl.in Ms. Pooja: 09328931942 pooja.shah@eptl.in Ms. Komal: 07904407997 komal.d@eptl.in Mr Nandan Valera: 9081000427 nandan.v@eptl.in Ms Vrusha Soni: 9904407997 vrusha@eptl.in Mobile Numbers:</p>

	+91-9904407997 9081000427
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Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

- a) All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- b) BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

Do’s and Don’ts for Bidder

- Registration process for new Bidder’s should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as
 - The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder’s infrastructure and connectivity.
 - To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder’s will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcprocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back -up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will

receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.
16. To avoid any inconvenience / complication on the last day of bid submission, it is advisable to submit the bid one day before the last date. Further any technical glitch during bid submission should be reported at least 04 hours before the bid closing time and not after that. Any communication in this regard received within 04 hours of bid closing time shall not be entertained by Bank. Neither bank nor e-Procurement Service Provider shall be liable for non- submission of bid in the above mentioned circumstances.

3.2.3 Guidelines to bidders on the operations of Electronic Tendering System of Central Bank of India

3.2.3.1 Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of Central Bank of India(CBoI) : The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of Central Bank of India shall be required to enrol on the Electronic Tendering System. To enroll Bidder has to generate User ID and password XXXXX

Registration of New Bidders:

<https://centralbank.abcprocure.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. <https://centralbank.abcprocure.com/EPROC>

3.2.3.2 Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he/ she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub_Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

3.2.3.3 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i5 / i7 Intel Processors and 4G/5G connection is recommended for better performance.

Operating System Requirement: Windows 10 and above Browser Requirement (Compulsory): Internet Explorer Version 11 (64 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

3.2.3.4 Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcprocure.com/EPROC>

3.2.3.5 Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

3.2.3.6 Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d) This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on:

<https://centralbank.abcprocure.com/EPROC>

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical / Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned above.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow Bank to decrypt document.

3.2.3.7 Closure of Bidding:

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tendering Authority.

3.2.3.8 Online Final Confirmation:

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion

3.2.3.9 Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents, will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

3.2.3.10 Opening of the Financial Bids:

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

3.2.3.11 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

3.3 Proposal Process Management

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP related processes. Bank has every right to award the contract even if only one Bidder is eligible after technical evaluation. Bank will proceed with this RFP even if a single bid is received and is evaluated to be substantially responsive and deemed fit for award.

4. Confidentiality & Non-Disclosure

The bidder is **bound to not disclose** the Bank's data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations 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 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 21 days from, the date of acceptance of purchase order.

Guarantee on Software License

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.

5. Execution of Contract, SLA & NDA

The bidder and Bank should execute

1. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
2. Non-disclosure Agreement.
3. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order. The contract validity will be 5 years from the last hardware installation signoff date.

6. Corrupt & Fraudulent Practices

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

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

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

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

7. Ownerships, Grant and Delivery

The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project.

The Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

Further, the Bidder also agrees that such use will not infringe or violate any license or other requirements as per applicable intellectual property right.

8. Insurance

In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers.

The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this clause.

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

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

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

9. Privacy and security safeguards

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

The Bidder hereby agrees that they will preserve the documents after prior written permission of the Bank.

10. Order Cancellation

- The Bank reserves its right to cancel the order in the event of one or more of the following situations:
 - Delays in delivery beyond the specified period for delivery.
 - Serious discrepancy noticed in the deliverables by the selected bidder/QSA.

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages by foreclosing the Bank guarantee given by the supplier against the advance payment.

11. Indemnity

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

1. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

2. Relating to or resulting directly from infringement of any third-party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
5. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
7. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
8. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,

- (i) The Bank notifies the Bidder in writing immediately on becoming aware of such claim,
- (ii) The Bidder has sole control of defense and all related settlement negotiations,
- (iii) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- (iv) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.

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

Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons:

1. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
2. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
 - a. The Bidder has sole control of the defense and all related settlement negotiations.
 - b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:

- (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);
- (ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;
- (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
- (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use

of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or

(v) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.

In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:

(i) Procure for Bank the right to continue using such Deliverable;

(ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;

(iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.

The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

12. Publicity

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

13. Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit

access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered.

Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

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

14. Successful Bidder's Liability

The Successful Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Successful Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Successful Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect and incidental or consequential damages or liability, under or in connection with or arising out of this tender or subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers and users of the Bank would be considered as a direct claim.

The Bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is

available for scrutiny by the Bank.

15. Guarantees

Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal and the application/ software are free from embedded malicious/ fraudulent code. Confirmation/ Undertaking should be submitted to this effect.

16. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic/quarantine restrictions, insurrections, riots, earth quake, flood, explosion, war, action or request of governmental authority, accident, labor trouble and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months due to force majeure situation, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered up to the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

17. Resolution of Disputes and remedies

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

dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract shall be referred to a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.

The decision of the Arbitration Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving as per the agreed scope between the parties.

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

This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.

18. Exit Option and Contract Re-Negotiation

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

- i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract
- ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified period provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to

remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder..

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and services.

Notwithstanding anything contained in this RFP, Bank reserve the right to cancel the contract by giving 90 day' notice period without assigning any reason as per its convenience.

19. Survival and Severability

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

20. Bidding Document

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

21. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any

preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

22. Violation of Terms

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

23. Termination

Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;
- b. If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains uncertified, for reasons within the control of Bidder, even after the expiry of the cure period.

In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to vendor, but disputed payment shall be discussed and will be paid once the dispute is resolved.

Termination for Insolvency

If either party becomes bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.

Termination- Key Terms & Conditions

Notwithstanding anything contain in this RFP, the Bank shall entitled to terminate the agreement with the service provider without assigning any reason at any time by giving 30 days prior written notice to the successful bidder . Bidder shall have to comply the same.

Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party.

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

Exit Option & Contract Re-Negotiation

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

- i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract
- ii. Substantial delay in delivery, performance or implementation of the solution beyond the specified period provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder..

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and services.

Notwithstanding anything contained in this RFP, Bank reserves the right to cancel the contract by giving 90 day' notice period without assigning any reason as per its convenience.

24. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached **Annexure-10** duly stamped for ₹600. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

For any clarifications/issues, bidders are requested to contact with Bank's personnel in the below mail-id before contacting with IEM.

smcentmail@centralbank.co.in

cmnetwork@centralbank.co.in

agmitd@centralbank.co.in

IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact

IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently

Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

25. Costs & Currency Price Composition

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure lay down under GST Law. The Bank will not pay any other taxes, cost or charges.

26. Goods and Services Taxes (GST) and its Compliance-

- Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
- If supplier/Bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

27. Fixed Price

The commercial offer shall be on a fixed price basis, excluding of taxes. No price variation relating to increases in dollar price variation etc. is permitted.

28. Liquidated Damages

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely

attributable to the bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the successful bidder's inability to meet the established delivery dates, and also the bank may take suitable penal actions as deemed fit.

Penalty: The successful bidder shall agree to the penalties structure in accordance with the following:

The Liquidated Damages (LD) shall be 1 % of amount for services or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

In this context Bank may exercise both the rights simultaneously and severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

In case delay is attributable to Bank, proper evidence should be produced by Bidder.

29. Non Compliance

Bank reserves its right to take any appropriate action against the bidder in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.

30. Performance Bank Guarantee

1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in Appendix 2 Form A 06, for 10% of the total project cost valid for 42 months,(3 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
2. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is

required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

3. Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
4. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
5. In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
6. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.
7. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
8. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

31. Security

The successful Bidders' proposal must include a plan to safeguard the confidentiality of the Bank's business information, legacy applications and data.

32. Patent Rights/ Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the

Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

Bidder's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder 's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party

37. Audit/ Review/Monitoring/Visitation

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

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

Banks shall at least on an annual basis, review the financial and operational condition of the Bidder. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the Bidder. Such assessment and

reports on the Bidder may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

i. Monitoring

Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank. The monthly uptime (previous month) report needs to be submitted by the successful bidder before 5th of every month to Bank at no additional cost to the Bank.

ii. Visitations

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

38. Independent Contractor

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

subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/resource outsourcing of any work related to the performance of this RFP or as the case may be, which permission shall not be unreasonably withheld by the Bank. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

39. Amendments

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

40. Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

41. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

42. Survival of Clauses

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

43. Change Control Process

Any deviations or changes/amendment in the workflow of Services required by BANK may always be agreed between the parties, which shall be notified in writing BANK to BIDDER

as change control process. Any other customization suggested by the Bank in the application or due to Regulatory requirement will be provided by Bidder without any additional charges to the Bank inter-alia provide any or all statutory/Regulatory report to the Bank free of Cost.

44. Acceptance of Terms & Conditions

The Bidders participating in the tender process should give an Acceptance Certificate for all the points mentioned in the tender. Otherwise their offers are liable to be rejected.

45. No liability of the Bank towards employees/ agents of successful Bidder

Notwithstanding anything contained hereinbefore and hereinafter, Bank shall not be liable in any manner for making any payment to any employee or agent of the successful Bidder (i) for the services rendered in and for Bank or for Bank by such employee or agent, as the case may be, towards performance of the contract to be entered into between Bank and the successful Bidder, on express or implied instructions of the successful Bidder, and (ii) for any claim accrued or claimed to have accrued in favor of such employee or agent arising due to such services and /or due to any consequences of such services as aforesaid, under any law.

46. Eligibility Criteria

Bidder needs to comply with the eligibility criterion mentioned in Annexure 3 - Compliance of Eligibility Criteria. Non-compliance with any of these criteria would result in outright rejection of bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer with

out assigning any reason what so ever. For Eligibility Criteria for the bidder, refer to Annexure 3 - Compliance of Eligibility Criteria.

47. Evaluation & Acceptance

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.

Bank reserves the right to reject the 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 Software, hardware items. 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 reasons

48. Evaluation Process

The competitive bids shall be evaluated in three phases:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid stage
- Stage 3 – Commercial Bid

49. Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Eligibility Criteria to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the Bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

50. Normalization of Bids

The Bank may go through a process of technical and/ or commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this detailed document, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this detailed document, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder must submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the compliance of the minimum technical specifications of the proposed product / solution, shortlisting would be made of the eligible bidders for final commercial bidding.

51. Technical Evaluation Criteria

The technical evaluation criterion would broadly involve the following major areas:

- Compliance to the Eligibility Criterion
- Compliance to the minimum Technical Specifications.
- Compliance to the Bill of Material

The Bidder is expected to provide their "compliance" against each item stated in the Bill of material, this means that the Bidder confirms to the eligibility criteria and minimum technical specifications of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.

- Presence of Bidder's Service Centers in Mumbai and Hyderabad

The Bidder must satisfy BOTH of the following two categories to qualify for commercial evaluation (Stage 3).

1. The bidder must comply to scope of the requirement as set out in the RFP and
2. The Bidder must comply to all the line items in Bill of Materials indicated by The Bank as "(Bidder shall provide their compliance here)" in column "Bidder compliance (Yes/No)" Bidders are required to comply with the requirements stated herein, if any Bidder's response is found to be non-compliant, then The Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.

52. Commercial Evaluation Criteria

Bank will award the contract to the successful Bidder whose bid has been determined as the Lowest Commercial bid (L1) through the e-Procurement process of this commercial evaluation. There will no any Reverse Auction. At the end of 3 years, the contract may be renegotiated as mutually agreed by both parties.

The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Note:

1) Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

53. Commercial Offers

Commercial Bids of only technically qualified Bidders shall be opened based on technical proposal.

The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Bill of Material

The commercial offer should be in compliance with technical configuration / specifications as per Technical Specifications.

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

In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost, or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out-of-pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning.

The price is exclusive of taxes i.e. Goods and Services Tax, which shall be paid as per actuals.

55. Payment Terms

i. General Terms of Payment

The bidder must accept the payment terms proposed by Bank. Any deviation from the proposed payment terms would not be accepted. Bank shall have the right to withhold any

payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of Bank.

The payments will be released only through NEFT / RGTS and the successful bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. The payments will be released only after submission of Performance Bank Guarantee.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by Bank or any new tax introduced by the government will also be paid by Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. Bank will not pay any out of pocket expense. The selected bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the bidder.

ii. Product Cost

Sl. No.	Deliverables	% of Payment	Payment Milestone (On completion of the activities)
1	Hardware & Software	60%	On successful completion of delivery of hardware/software and delivery acceptance by Bank under the schedule on submission of invoice
		30%	On successful completion of installation, integration and commissioning of hardware/software ordered and installation acceptance by Bank on submission of original invoice
		10%	3 months after successful running of the project

Table-7.1: Product Cost Payment Terms

iii. Installation Cost

Sl. No.	Deliverables	% of Payment	Payment Milestone (On completion of the activities)
1	Installation, Integration and	70%	On successful completion of acceptance of commissioning of the Project

	Commissioning	30%	3 months after successful running of the project
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Table-7.2: Installation Payment Terms

56. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure-19 in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under.

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 - iv. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

57. Definitions & Reference

i. Working Day

A working day would be any day including holidays.

ii. Business Hours

The Server Hardware and Software solutions (if any) in the DC, DR & CO would need to function 24*7 to service Bank’s business.

iii. Restore to Service

Provides standard maintenance services including:

- Diagnostics and troubleshooting
- System, component & hardware maintenance
- Configuration changes, tracking, and documentation
- Upgrade / Enhancement

iv. **Obligation of the Bidder**

In the course of rendering the services mentioned in this RFP, Bidder shall be responsible for the following:

- Bidder shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.
- Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
- In the event that any person engaged/deputed/deployed for rendering services, is, either; No longer available by reason of resignation or termination or the like; or unable to render satisfactory services; or not acceptable to Bank by reason of any misconduct or non- performance on the part of such person.
- Bidder will use all reasonable endeavors to replace such individual promptly by another sufficiently skilled, qualified, and experienced with appropriate certifications personnel at its own cost. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.
- Bidder will respect the confidentiality of all information given to it by Bank and will not divulge such information to any third party or other units without the consent of Bank.

v. **Obligation of the Bank**

The Bank shall be responsible for the following:

- The Bank shall designate a Customer Support Contact for each designated location who shall be a single point of contact between the Bank and Bidder for all communication in connection with the provision of delivery services. The Parties also agree that all interaction and communication between the Parties for the purposes of this tender shall take place through the Customer Support Contact designated by the Bank. Bidder shall not be required to incorporate any direct input received from the Named Users, unless expressly ratified by the Customer Support Contact of the Bank in writing.
- The Bank shall ensure that all requests for support services are formally raised in accordance with the procedure prescribed in respect thereof and all such requests conform to the formats agreed upon from time to time.

- At no point of time, bidder/OEM will be allowed remote access of the systems outside the Bank's Network

Disclaimer

The RFP document is not an offer made by Central Bank of India but an invitation for response based on which Bank may further evaluate the response or call for alternate or more responses from other bidders. Bank has the right to ask for other competitive quotations and can award any part or complete work to another bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

End of Document

BILL OF MATERIAL	
S.No.	Guidelines
1	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the corrigendum's in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilise the solution.
2	Bank is not responsible for any arithmetic errors in the commercial bid details sheet committed by the shortlisted bidders, however, if there are any computational errors the Bank will evaluate the Bid as per provisions contained under RFP document.
3	The bidder is expected to specify the type of licences along with the details with respect to quantity, rate, etc., wherever applicable.
4	The bidder has to quote for each line item.
5	The bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST(Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges.
6	The Bidder may insert additional line items as applicable based on the solution offered in the respective tabs

7	The Bidders should quote as per the format of Bill of Material ONLY and a masked replica of the Bill of Material should be enclosed in the technical bid.
8	Bidder is required to cover component by component licensing details for each of the software components proposed to the Bank.
9	The <u>masked</u> Bill of Materials which would be submitted as part of the Technical Bill of Material should contain "XX" for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the Commercial submission.
10	All amounts in the Bill of Material should be in INR
11	The Bidder should to the extent possible stick to the same structure of the Bill of Material. Hence the Bank does not expect the bidders to delete necessary rows.
12	The license type has to be clearly described in the Description column

Schedule 1 - <u>HARDWARE</u>			1st year price(Excl. GST) with three year warranty			
Sl.No	Equipment	Model	Qty	Unit Price	Total Price	Description
1	Cisco Room Bar Pro VC Endpoint	CS-BARPRO-K9	2			
2	Any other component and accessories (Hardware) - Item for successful commissioning of the project					
1		CS-KIT-EQ-4K-K9	1			
2	Any other component and accessories (Hardware) - Item for successful commissioning of the project					
1	Cisco IP Phone	CP-7841-K9=	30			
2	Any other component and accessories (Hardware) - Item for successful commissioning of the project					
1	Cisco Video IP Phone	CP-8865-K9=	3			
2	Any other component and accessories (Hardware) - Item for successful commissioning of the project					
Total of Schedule 1						
Schedule 2 – Software(ATS)			Three year warranty(Excl. GST)			
Sl.No	Equipment	Details	Qty	Unit Price	Total Price	Description
1	Any Software required for integration with Bank's existing VC infrastructure and successful commissioning of the project					
2	VC Endpoint License		3			
Total of Schedule 2						
Schedule 3 – Installation			One Time Charges(Without GST)			Description
Sl.No	Particulars	Details	Qty	Unit Price	Total Price	
1	Installation Cost of VC Room Endpoint					
2	Installation Cost of IP Phone					

3	Installation Cost of Video IP Phone																		
4	Installation cost of any other Hardware if quoted in schedule 1																		
5	Installation cost of any other Software if quoted in schedule 2																		
Total of Schedule 3																			
Total Cost of Ownership (TCO) = Schedule (1+2+3)																			
*Qty to be filled by the bidders																			

<u>Locations for VC Endpoints</u>				
Sr.	Location	Quantity	Address	Contact Details
1	DIT, Belapur	All	CENTRAL BANK OF INDIA, Tower- 7, floor-6, CBD Belapur railway Station, Sec-11, CBD Belapur, Navi Mumbai, majarastra-400614	Mr Abhishek Kumar Mob-8539026068

SCOPE OF WORK

SI.No.	Description	Compliance
1	Bank intends to procure approximately 3 VC Endpoints with licenses, 30 IP Phone & 3 Video IP Phone.	
2	Bidder has to supply, install, test, integrate, commission and provide the support for video conferencing equipment's at the mentioned locations of the Bank.	
3	Bidder will have to seamlessly integrate the VC Endpoints with the Banks existing Video Conferencing setup for conducting One to One, Multi-Point Video Conference Meetings. The VC Endpoint devices quoted should be manageable (like Muting of Microphone, Camera adjustment, Pane Placement, etc.) from existing Cisco Meeting Management.	
4	Bidder has to register VC Endpoints on Telepresence Management suite as an Endpoint device. Presence awareness should be available in the systems	
5	The bidder has to supply, Install & integrate all the devices required for making the Video Conferencing system work successfully on the Banks network with implementation of all security features as per the Banks security policy.	
6	The software supplied must be the latest version of the OEM. Beta versions of any software shall not be accepted.	
7	Bidder has to submit a detailed graphical and technical analysis on the proposed Video conferencing equipments installation & integration with existing infrastructure of Bank.	
8	Installation, commissioning and maintenance of VC equipment at all offices /locations as mentioned in the RFP	
9	On-site support as and when required from bidder for hardware, software and solution issues, as and when arises.	
10	On-site support from bidder at all offices of Bank for day to day operational issues as and when arises.	
11	The solution should also have functionality for point to point and point to multi-point video / audio calling capability	
12	The solution should provide video codecs / infrastructure that helps compression of data to conserve bandwidth. Latest Audio and Video compression must be provided.	
13	VC Endpoints should have Voice and Face Tracking to zoom onto the person/s who is/are talking so that a 'telepresence' experience is provided to all the participants. The system should be capable of manually disabling this feature, if required for the conference.	
14	Also, the system should be capable to dial out the participant from CMM and to take them into a call in a hassle free manner	
15	The bidder will maintain VC hardware, software at all the locations and will make the system available to Bank office locations.	
16	During the contract period, the bidder will apply patches and upgrades from time to time without any additional cost to Bank.	
17	The bidder will repair / replace the equipment in case of any problem arises out of it and during the warranty and Support period	
18	The Bidder should be able to comply with the service Level requirements. The bidder will own the responsibility of maintaining the System Uptime as per the defined SLAs. Bank will not be liable to pay any additional charges in respect of any sort of maintenance required during the tenure of the contract in order to meet the scope and SLA. Bidder is required to right size the requirement in order to meet the scope, SLA and other requirements stated in the RFP.	

19	Bidder shall ensure after sales support and maintenance of the complete system to provide prescribed SLA. The bidder is to ensure that the OEM support service for VC equipment in the proposed solution is available for the entire contract period. In case of any support/software/equipment issue, Bidder shall not only inform Bank beforehand but also shall provide the replacement solution/equipment of same/advanced model at no cost to Bank.	
20	The bidder to have back-to-back arrangement with OEM for Warranty and Support during the entire tenure of the contract	
21	Bidder should ensure that the supplied Equipment's will not be declared End of sale within 24 months of the bid submission and End of Support within the contract period. In case of any such declaration an equivalent model should be provided without any change in price.	
22	To provide all necessary hardware and software required to make this solution work strictly as per the specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to the Bank's requirements. However no weightage would be given for higher configurations.	
23	The equipment should also be compatible to work with any OEM equipment in Point-to-Point or Multi Point conference as per ITU-T standards. Bidder should provide all components to enable successful implementation and functioning of VC Solution. The bidder should ensure that all components of Video Conferencing solution should be from the same OEM unless specifically specified. The IP Telephony may be from other OEM but it should fully integrate with the VC solution to comply with all the points mentioned in the RFP.	
24	As per business needs Bank may shift the equipment from one location to another during the contract period. The Bidder shall be responsible for Reinstalling / Commissioning of the solution & equipment and shall maintain equipment from the new location at no extra cost during the period of warranty & Support.	
25	The server, if any, proposed by the bidder should be rack mountable at CBD Belapur and Hyderabad offices.	
26	Bank will provide the network bandwidth for the in-scope solution. However bidder is required to mention the bandwidth requirement for in- scope solution. It is expected that the proposed solution to consume minimal bandwidth, so that it should not impact Bank's day to day business operations.	
27	Bank will provide the required Ethernet switch ports. However bidder is required to mention the number of Ethernet switch ports required for in- scope solution.	
28	The Equipment, Components, and Solution supplied should be in compliance to all the regulatory and statutory guidelines of Government of India and Bidder should make necessary modification in the supplied solution/components in order to ensure that the supplied components, equipment and software is in compliance with regulatory and statutory guidelines of Government of India for the entire contract period at without any additional cost to Bank.	
29	The Bidder should provide changes and upgrades with regard to changes in statutory and regulatory requirements of Government of India at the earliest and free of cost during the contract period.	
30	The hardware should be of enterprise class, best of breed, tested and stable release of OEM.	
31	The License Quoted by the bidder shall be three subscriber License	
32	Bidder is required to provide the hardware equipment with three (3) years warranty which will commence from the date of acceptance of installation and commissioning of the solution. Warranty of the items including software and other component shall begin post acceptance installation and commissioning of solution by Bank.	

33	Software if any proposed by bidder should be with one year warranty and ATS for subsequent Two (2) years	
34	The bidder shall be responsible for generation and submission of necessary documents required during various phases of project viz. installation & commissioning. All such documents shall be considered only after the same is approved by Bank.	
35	Technical Specification also forms the part of the Scope of Work.	
36	The Bidder will have to deliver & install the equipment as mentioned in the location sheet. Bank may change the addresses with intimation to Bidder before the delivery of equipment.	
37	Undertaking for Back-lining of support has to be submitted by the bidder on the OEMs Letterhead post issuance of PO by Bank before the bidder raise the first invoice to Bank, however the bidder has to submit the confirmation of back-lining on its letterhead duly signed and stamped that bidder will back-line with the OEM for the entire contract period.	
38	The Bidder should provide and implement functionality change as required by the end user during the contract period	
39	During the contract period the bidder has to upgrade the firmware of the Hardware and application software in the devices to latest version at no extra cost to the Bank.	
40	The bidder has to supply all kind of cables (LAN Cables, Fibre Cable, HDMI cable, Power Cable supporting Banks power sockets) required for successful commissioning of the Video Conferencing System.	
41	The bidder has to arrange for all kind of entry permit, road permit for transportation of devices.	
42	The Bidder must ensure that any product supplied under the Contract are new, unused, of the most recent or current model. The Bidder will further ensure that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Bidder that may develop under normal use of the supplied products in the conditions prevailing in India. OEM certificate should be submitted by the bidder that the quoted items are recent and current model(each item for installation initially and during warranty period shall be original, unused and of current model).	
43	Accessories required, if any, during installation, operationalization, testing, commissioning of the supplied equipment will be arranged by the Bidder.	
44	Bidder shall be required to reconfigure any equipment which has been shifted by the Bank from one location to another. Bank will not pay any charges for reconfiguring of any equipment if the equipment has thus been shifted from one location to another.	
45	Bank may procure any additional Endpoint during the contract period at the same cost as mentioned in the BOM. In case the endpoint goes End of Sale of the OEM the bidder has to provide the replacement device as will be mentioned in the OEM's datasheet at the same cost as mentioned in the BOM for the End of sale device.	
46	Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all the information that may be necessary for preparing the bid. The cost of visiting the site shall be borne by the bidder.	
47	Delivery and Installation sign-off will have to be obtained by joint signature of Bank and Bidder after successful delivery & commissioning respectively as per the terms of RFP.	
48	The Payment will be released after successful signing off and submission of Invoices as per terms of RFP	

49	At no point of time, bidder/OEM will be allowed remote access of the systems outside the Bank's Network	
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TECHNICAL SPECIFICATION(HIGH DEFINATION END POINT)

Sl.No.	Feature	Specification	Compliance
		HD Video Conferencing system should be capable of connecting on IP networks at 4 Mbps to connect in point to point mode	
	Video	System should support H.264 OR H.264 AVC/ SVC, H.264 High Profile OR H.265	
		Support H.323, SIP standards for communications.	
		Support 1080p 60 fps, 1080p 30 fps, 720p 60 fps and 720p 30fps	
		Picture in Picture or Side-by-side picture (dual Monitor Emulation) support	
	Content Standards	Support content sharing using standard based H.239 & BFCP.	
	Resolutions	It should transmit both people and content both simultaneously to the far end location at 1080p 30fps	
	Audio	Support G.722, G.711, G.729A, G.722.1, AAC-LD or better audio protocols,	
		Support 20kHz or better bandwidth with crystal clear audio and stereo sound.	
		Automatic Gain Control and Automatic Noise Suppression	
		Built-in Acoustic echo canceller with Noise Reduction	
		Noise reduction and instant adaptation echo cancellation	
	Video	Min 1 x HDMI/HDCI input for connecting additional HD camera	
		1 x HDMI/DVI/VGA input for connecting PC/Laptop to share HD content	
	Audio	2 x Microphone Input or more. One table top mics should be supplied from day one.	
	Video Output	2 x HDMI output for connecting main monitor & second monitor.	

	Audio Output	1 x 3.5 mm stereo line-out	
	LAN Port	1 x 10/100/1000 LAN port Auto sense Ethernet port (LAN) for connecting to IP network	
		Should support Static IP and DHCP IP addressing	
	USB Port	1 x USB for connecting external devices	
	Other Port	1 x RS-232 mini-DIN 8-pin or equivalent Or Micro USB port for Maintenance	
	Camera	5K Ultra HD camera with 4x Digital zoom or the camera having 4x optical zoom . It should support 1080p60fps. It should have min. 80 degree field of view	
	Camera tracking capability	The HD camera must provide the ability of automatically tracking the speaker and faces of the people in a meeting room and zooming onto speaker. External disturbances and noise such as mobile phone ringing should not cause the camera to move. The camera tracking mode must be such that in the event the far end is talking, the cameras must automatically zoom out to capture the entire room.	
	Camera tracking capability	The camera tracking solution should be a proven technology in the market being available for more than a year.	
		H.323 and SIP bandwidth up to 4 Mbps	
		IPv4 and IPv6 support	
		Auto Gatekeeper Discovery	
		Should support Quality of service definition (DiffServ / IP precedence)	
		H.323 based Packet Lost Recovery	
		Camera should be controllable from a touchpanel/ Remote Control of the VC system. Mounting structures required to mount the cameras on top of LCD/LED wall should also be supplied. The HD camera should be capable of working in normal illumination conditions.	
	Security	Media Encryption (H.323, SIP): AES-128, AES-256	
	Security	Authenticated access to admin menus, web interface and telnet API	
	Security	Local account password policy configuration	
		Support for working behind Network Address Translation (NAT) & Firewall traversal	

		Support for Global Directory - Display of active participants/H.350/LDAP protocol	
		Support for E.164 dialing using H.323 Gatekeeper	
		Easy software upgrades through LAN port/USB port	
		Web based management for videoconferencing endpoint.	
		Should be interoperable with any H.323 & SIP compliant High Definition (HD), Standard Definition (SD) VC systems and MCU.	
		Management console using HTTPS / SSH	
		Should register on Telepresence Management suite as a VC Endpoint Device	
		Should display and be able to place calls using the Corporate Directory as present on Telepresence Management suite	
		Should support 1+2 sip/H.323 conference	
		Should have feature to control the bandwidth of outgoing and incoming call rate with minimum 512kbps	
		Operating conditions: 230 volts, 50 Hz.	
	Cables and Connectors	The video endpoint should be accompanied with indian compatible Power Cable, LAN Cable, HDMI Cable for presentation and connecting display, Power adaptors.	

LICENSE REQUIREMENT(If Any)

SL.No.	Description	count	License Description with Quantity	Compliance
1	Registration of VC Endpoints as endpoints on Telepresence Management Suite	4		
2	Registration of VC Endpoints as endpoints on CUCM	4		
3	Any other licence required for successful implementation of the Scope of Work			

PROOF OF CONCEPT

SI. No	Description	Compliance
	Bank may ask the bidder to perform Proof of Concept (POC) of the quoted models of endpoints and Video IP Phones within 2 days from the date of intimation from Bank during the technical evaluation.	
	All and any cost associated with POC (including provision of Servers, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and Bank will not bear any cost.	

	Bank reserve its right to extend/ shorten the period of POC if needed.	
	The POC would be done to check whether the quoted model meets the requirements of Bank. POC has to be conducted in the Bank Designated Premise in front of the Bank Officials and bidder is required to keep the POC Infrastructure in Bank Premises till the POC activity gets completed for all the bidders.	
	If the Quoted Product/model is found to be not meeting the Bank Requirements, till the satisfaction of Bank Officials, then the bidder is required to provide the higher model and perform the POC of the higher model quoted in the Bank Premise at no additional cost to Bank. No Additional Charges will be paid by Bank for the higher model.	
	If the bidder model is not found satisfactory by Bank Officials, Bank may technically disqualify the bidder.	
	Bidders who have failed in the POC will automatically stand disqualified technically.	

PENALTY TERMS

SI.No.	Devices	Downtime exceeding Numbers of days	Penalty Percentage/Amount
1	Video Endpoint, IP Phone & Video IP Phone	3	1% of the device cost per day to a maximum of 10% of product cost of device

<u>Location for End Point VC devices</u>			
SI.No.	Location	Quantity	Address
1	DIT, CBD BELAPUR	All devices	2nd Floor, Central Bank of India, Opposite CBD Belapur Railway station, Plot No 26, Sector -11.CBD Belapur. 400614

PAYMENT SCHEDULE

SI.No.	SCHEDULE - 1	Description
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1	HARDWARE	<ul style="list-style-type: none"> • 60% of the cost of Equipment under schedule 1 will be paid on successful completion of delivery of all the devices and delivery acceptance by Bank under the schedule on submission of invoice. • Remaining 30% under Schedule 1 will be paid on successful completion of installation, integration and commissioning of all the items ordered and installation acceptance by Bank on submission of original invoice. Remaining 10% under schedule 1 will be paid after three months successful running of the project
SCHEDULE - 2		
2	Software	60 % of the value of Schedule - 2 will be paid on submission of all the licenses to the Bank. Remaining 30% on completion of installation, integration and commissioning of all the software ordered in the tender and acceptance by the Bank on submission of original invoice. Remaining 10% will be paid after three months successful running of the project
SCHEDULE - 3		
3	Installation, Integration and Commissioning	70%-On successful completion of acceptance of commissioning of the Project. 30% -3 months after successful running of the project

All the payments will be processed from the Mumbai office of the Bank.

Pro-forma of letter to be given by all the Bidders participating in the Request for Proposal for Supply, Installation, Integration, and Commissioning of Video Conferencing Equipment on their official letter-head.

To,

Date:

Deputy General Manager,
Department of Information Technology,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Mumbai - 400614

Sub: Request for Proposal for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment

Sir,

Further to our proposal dated XXXXXXXX, in response to the RFP document (hereinafter referred to as “RFP DOCUMENT”) issued by Central Bank of India (“Bank”), we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to original tender documents issued by the Bank, provided, however, that only the list of deviations furnished by us in Appendix 2 Form A 02 of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Bidder’s Corporate Name

Stamp:

Annexure 2 – Conformity with Hardcopy Letter

Pro-forma of letter to be given by all the Bidders participating in the RFP for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment on their official letterheads.

To,

Date:

Deputy General Manager,
Department of Information Technology,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Navi Mumbai - 400614

Sir,

Sub: Request for Proposal (RFP) for Supply, Installation, Integration, and Commissioning of Video Conferencing Equipment

Further to our proposal dated XXXXXXX, in response to the RFP document issued by Central Bank of India (“Bank”), we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP document and the related addendums and other documents including the changes made to this tender document issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder’s Corporate Name

Stamp:

Annexure 3 – Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criteria would result in outright rejection of bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

Sr. No.	Criteria	Supporting Documents Required	Bidder's Compliance (Yes/No)
Bidder's Eligibility Criteria			
1	If the OEM is from a country which shares a land border with India, the OEM should be registered with the Competent Authority	<ul style="list-style-type: none"> ▪ Certified copy of the registration certificate 	
2	<p>Bidder should be a Registered company/ Partnership firm/ LLP under Indian Companies Act, 1956/2013 and should have been in existence for a minimum period of 5 years in India, as on date.</p> <p>Also, Bidder should be registered under G.S.T and/or have tax registration in the state where bidder has a registered office.</p>	<ul style="list-style-type: none"> ▪ Copy of Incorporation certificate ▪ Copy of Tax Registration certificate 	
3	Bidder should have positive net worth for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24)	<ul style="list-style-type: none"> ▪ Certified copies of audited financial statements for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24). 	
4	Bidder should have an average turnover of at-least ₹5 crores in any of the two years out of last three financial years (i.e. 2021-22, 2022-23	<ul style="list-style-type: none"> ▪ Certified copies of audited financial statements for the last three financial years (i.e. 	

Sr. No.	Criteria	Supporting Documents Required	Bidder's Compliance (Yes/No)
	and 2023-24)	2021-22, 2022-23 and 2023-24)	
5	Bidder should be a profit making company for any of the two years out of last three financial years (i.e. 2021-22, 2022-23 and 2023-24) (Profits of only individual entity would be considered for evaluation)	<ul style="list-style-type: none"> ▪ Certified copies of audited financial statements for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24) 	
6	Bidder should be an authorized partner of OEM manufacturing Video Conferencing Endpoints.	<ul style="list-style-type: none"> ▪ Relevant letters from OEMs 	
7	Bidder should have Manufacturers' Authorization and a direct back-to-back support agreement with the OEM for the proposed hardware and software components mentioned in the RFP Support agreement should include post-sales support, technical assistance support, spares support etc.	<ul style="list-style-type: none"> ▪ OEMs Letter - MAF as per Appendix 2 Form A 04 - Manufacturer Authorization 	
8	Bidder/ OEM should have its own Support Centre/ Office in Mumbai and Hyderabad	<ul style="list-style-type: none"> ▪ An undertaking with details of the Support Center/ Offices 	
9	Bidder and OEM should not have been blacklisted by the IBA/ RBI/Govt./Public Sector undertakings or any other financial institution/s during the last three financial years and the said disability is in force	<ul style="list-style-type: none"> ▪ Self-declaration by the Authorized Signatory in original 	
10	Bidder and OEM should not have filed for bankruptcy in any country including India	<ul style="list-style-type: none"> ▪ Self-declaration by the Authorized Signatory in original 	
11	Bidder and OEM should not have <ul style="list-style-type: none"> ▪ NPA with any bank in 	<ul style="list-style-type: none"> ▪ Self-declaration by the Authorized Signatory in original as per format 	

Sr. No.	Criteria	Supporting Documents Required	Bidder's Compliance (Yes/No)
	<p>India/financial institutions.</p> <ul style="list-style-type: none"> Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder to service needs of the Bank 	given in Annexure 6	
12	<p>The bidder should have successfully executed at least three projects on Video Conferencing of similar nature during the last immediately preceding five financial years each costing not less than ₹ 2 Crore TCO (Total Cost of Ownership) and submit the proof for the same. Completion certificate should be submitted along with a copy of purchase order/Tender letter. The above three executed projects should be between multiple office locations and installation. At least one of the orders should be in Government/PSU/Statutory/or equivalent body.</p>	<ul style="list-style-type: none"> Purchase Order copy/ Completion certificate of top projects undertaken and completed of similar nature in last 5 years 	

OEM's Eligibility Criteria

Sr. No.	VC Equipment	OEM's Eligibility Criteria	Supporting Documents Required	OEM's Compliance
1	VC Endpoint	<p>The Video Conferencing OEM should be reputed manufacturer and the proposed product series should have been implemented in at least three Government</p>	<p>Submission of the documentary proof like Successful completion certificate/Credential Letter/ Copy of Contract/ Purchase Order</p>	

		organisation/PSU/Scheduled commercial Banks.	Relevant document from the OEM	
2	VC Endpoint	The Manufacturer must have a local logistics support by maintaining a direct spare warehouse in the Country.	Relevant document from the OEM	
3	VC Endpoint	The OEM should not have filed for Bankruptcy in any country.	Relevant document from the OEM	

Annexure 5 – Indicative Commercial Bid – Bill of Material

To,

Date:

Deputy General Manager,
Department of Information Technology,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Mumbai - 400614

Sub: Request for Proposal for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment

Sir,

Please find enclosed the Price Bid for “**Request for Proposal (RFP) for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment**” in response to your tender No. **CO/DIT/PUR/2023-24/ Dated**

Yours faithfully,

Authorized Signatory

Designation

Bidder’s corporate name

Stamp:

Annexure 6 – NPA Undertaking

Pro-forma of letter to be given by all the Bidders participating in the Request for Proposal for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment on their official letter-head.

To,

Date:

Deputy General Manager,
Department of Information Technology,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Mumbai - 400614

Sub: Request for Proposal for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment

Sir,

We _____ (Bidder's Name), hereby undertake that-

- We don't have NPA with any Bank in India
- Further, we do not have any case pending with any organization across the globe which affects our credibility to service the Bank

Yours faithfully,

Authorized Signatory

Designation

Bidder's Corporate Name

Stamp:

Annexure 7 – Integrity Pact

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 cartelization 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. 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”.

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. . In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.

(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. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

(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 the Principal
Bidder / Contractor**

(Office Seal)

(Office Seal)

Annexure 8 – Deed of Indemnity
Pro-forma for Deed of Indemnity

This deed made on the _____ day of _____, 2018 **BETWEEN**
_____ **a Company incorporated under the**
Companies Act, 1956/2013 having its registered office at
_____ (hereinafter referred to as “the
Indemnifier” which expression shall unless excluded by or repugnant to the context, be deemed
to mean and include its assigns, administrators and successors) of the ONE PART;

AND

Central bank of India a body corporate, constituted under the Banking Companies
(Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time
having its Head Office Chander Mukhi, Nariman Point, Mumbai (hereinafter referred to as
“the Bank/Bank”, which expression shall unless excluded by or repugnant to the context be
deemed to mean and include its assigns, administrators and successors) of the OTHER PART

WHEREAS

1. The Indemnifier has

A. Offered to implement proposed hardware and software equipment in terms of the Service Level Agreement (SLA) dated _____ during the entire contract period of Years. The implementation and support services of hardware and software equipment by the Indemnifier is hereinafter referred to as “**Supply and Support Services**”.

B. Agreed to install and provide comprehensive maintenance for the equipment, materials used and workmanship by them in terms of the Service Level Agreement (SLA) dated _____ and respective Purchase Order/s -----issued from time to time, if required, at the discretion of the BANK. (The installation and maintenance are herein after collectively referred to as “**Service/s**”).

C. Represented and warranted that the aforesaid supply/services offered to the BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of the BANK.

D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.

2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.

3. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of the BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid SLA, the Indemnifier does hereby agree and undertake that:-

(1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines, on account of misconduct, omission and negligence and also from the environmental damages, if any, which may occur during the contract period.

(2) The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

(3) The Indemnifier further agrees to provide complete documentation and data of all equipment/accessories and other software, they are having. The Indemnifier shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments in this regard whether applicable under Indian Jurisdiction or Foreign Jurisdiction.

(4) If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Indemnifier herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid

Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Indemnifier under this Deed shall not be affected by any act, omission, matter or thing which would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the BANK).

(7) This indemnity shall survive the aforesaid Service Level Agreement (SLA).

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decree, a certified copy of which shall be conclusive evidence of the judgment/decree, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) The BANK may assign or transfer all or any part of its interest/claim herein to any other person. The Indemnifier shall not be entitled to assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.

IN WITNESS WHEREOF the parties herein have set their hands unto these presents the day, month and year above written

Witness:

1)

(Seal and Signature of indemnifier)

2)

(Seal & signature of the authorized signatory of the Bank)

Note: The said indemnity shall be affixed with the applicable stamp duty.

Annexure 10 – Service Levels

Bidder shall ensure compliance with the SLAs defined in the RFP. This section describes the service levels that has been established for the services offered by the bidder to Bank. The bidder shall monitor and maintain the stated service levels to provide quality customer service to Bank.

The temporary substitute equipment should be replaced by the original equipment duly repaired or replaced with similar equipment of same capacity or higher capacity, within 3 days, failing which a penalty in rupees per day as specified in Annexure 6 Minimum Technical Specifications Penalty Clause of item cost will be imposed for the number of days exceeding 3 days subject to a maximum of 10 % of the equipment cost/fixed amount as per Annexure 6

Penalty Clause is as under.

Sl.No.	Devices	Downtime exceeding Numbers of days	Penalty Percentage/Amount
1	Video Endpoint	3	1% of the device cost per day to a maximum of 10% of product cost of device

- The reporting of fault\downtime will be through a telephonic message or any other mode as Central Bank of India may decide.
- Bank expects the bidder to complete scope of the project including delivery, installation and integration with Bank's existing VC infrastructure within the timeframe specified in this RFP. Inability of the bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1 % of the value of the cost of the product per week of delay or non-compliance.
- Overall cap of all the penalties over the tenure of the contract will be 10% (ten percent) of the contract value.

Incident Matrix

Incident to be Reported within (If unresolved)	Escalation Hierarchy (Details will be provided to successful bidder)
--	--

2 hour	Support Engineer & IT Engineer of Bank
4 hours	Chief Manager IT (Bank)
8 hours	Assistant General Manager (IT) & Chief Manager IT
> 16 hours	General Manager (IT) & Deputy General Manager IT

Annexure-11- Undertaking letter (Land Border Sharing)

<Proforma of letter to be given by all the vendors participating in the **Supply, Installation, Integration and Commissioning of Video Conferencing Equipment** RFP on their official letter-head>

To

Date:

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

Sir,

Sub: Request for Proposal (RFP) for Supply, Installation, Integration, and Commissioning of Video Conferencing Equipment

- We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

Yours faithfully,

Authorized Signatory

Designation

Bidder corporate name

Annexure 13 – Bid Security Declaration

Pro-forma of Bid Security Declaration given by all the Bidders participating in the Request for Proposal for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment on their official letter-head.

To,

Date:

Deputy General Manager,
Department of Information Technology,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Mumbai - 400614

Subject: Bid Security Declaration for Request for Proposal for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment. (Tender No- CO/DIT/PUR/2023-24/ dated)

Dear Sir,

We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

- 1) If the bid submitted by us withdrawn/modified during the period of bid validity.
- 2) If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of contract,
- 3) In case of we becoming successful bidder and if:
 - a) We fail to execute Contract within the stipulated time.
 - b) We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Authorized Signatory

Designation

Bidder's Corporate Name

Stamp:

Appendix 2 Form A01 – Cover TO

To,

Date:

Deputy General Manager,
Department of Information Technology,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Navi Mumbai - 400614

Sub: Request for Proposal for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment

Sir,

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your Bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this Scope Offer for 120 days after deadline for submission and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in

case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

Stamp:

Appendix 2 Form A02 – Query on T&C

Queries on the Terms & Conditions, Services and Facilities are provided:

Bidder is supposed to provide queries on the Terms & conditions in this section. Bidder is requested to categorize comments under appropriate headings such as those pertaining to the Scope of work, Delivery timelines, Terms & Conditions etc. Bidder is also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that is proposed as shown below.

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
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Date:

Authorized Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

Appendix 2 Form A03 – Query Format

Query format:

Sr. No.	Page #	Point / Section #	Query	Banks Response (Bidder should not fill in this column)
1				
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9				

Date:

Authorized Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

Appendix 2 Form A04 – Manufacturer Authorization Form

<< Manufacturer Authorization letter >>

<<On company letterhead>>

To,

Date:

Deputy General Manager,

Department of Information Technology

Central Bank of India, Central Office,

Sector 11,

CBD Belapur,

Navi Mumbai - 400614

Dear Sir,

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

We, hereby, extend warranty for the equipment and support services offered for our products supplied against this RFP by the above-mentioned Bidder.

If Bank desires transfer of the warranty and support services, supposed to be delivered by the successful Bidder, to its preferred Bidder, in such a case, OEM should transfer such warranty and support services without any additional cost to the Bank.

Yours Faithfully,

Authorized Signatory

(Name, Phone No., Fax, E-mail)

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

Appendix 2 Form A05 – Bidder Security Letter

<p>Central Bank of India Department of Information Technology Sector 11 CBD Belapur, Mumbai-400614</p>
--

RFP for Supply, Installation, Integration and Commissioning of Video Conferencing Equipment

Bond No.

Dated:

BID SECURITY LETTER

1. WHEREAS,(hereinafter called the Bidder) has submitted the Bid dated.....for RFP for Supply, Installation, Integration, Commissioning and

Maintenance of Video Conferencing Equipment more described in the tender documents (hereinafter called Bid) to Central Bank of India.

2. 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 bearing No. _____ dated _____ drawn on _____ favoring 'Central Bank of India' to Central Bank of India, Information Technology Department, Sector 11, CBD Belapur, Mumbai 400614 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:-
 - i. Fails or refuses to execute the contract form if required; or
 - c) 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

Appendix 2 Form A06 – Performance Bank Guarantee

TO,

CENTRAL BANK OF INDIA

CHANDRAMUKHI BUILDING

NARIMAN POINT

MUMBAI

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Bank”) having agreed to purchase -----
--- (hereinafter referred to as “Goods”) from M/s -----(hereinafter referred to as
“Bidder”) on the terms and conditions contained in their agreement/purchase order No----- date-----
--- (hereinafter referred to as the “Contract”) subject to the Bidder furnishing a Bank Guarantee to the
Bank as to the due performance of the-----, as per the terms and conditions duly stipulated in
the aforesaid contract, to be supplied by the Bidder and also guaranteeing the maintenance, by the
Bidder , -----as per the terms and conditions of the said contract;

1-We, ----- (detail address of Guarantor Bank) (hereinafter called “Guarantor Bank”), in
consideration of the premises and at the request of the Bidder, do hereby guarantee and undertake to
pay to the Bank, forthwith and immediate on mere written demand and without any demur, at any time
within the validity date up to ----- any money or moneys not exceeding a total sum of Rs.-----
---(Rupees-----only) as may be claimed by the Bank to be due from the Bidder by way of loss or
damage caused to or would be caused to or suffered by the Bank by reason of failure of Performance ---

----- as per the said contract, and also failure of the Bidder to maintain the -----
as per the terms and conditions of the said contract.

2-Notwithstanding anything to the contrary, the decision of the Bank as to whether Bidder has failed to perform as per the Terms and conditions of the said contract, and also as to whether the Bidder has failed to maintain the ----- as per the terms and conditions of the said contract will be final and binding on the Guarantor Bank and the Guarantor Bank shall not be entitled to ask the Bank to establish its claim or claims under this Guarantee but shall pay the Guarantee amount to the Bank forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the Bidder. Any such demand made by the Bank on the Guarantor Bank shall be conclusive and binding notwithstanding:-

(a)Any dispute that might have cropped up between the Bank and the Bidder, or

(b)Any dispute might have been pending, between the Bank and the Bidder, before any court, Tribunal, Arbitrator or any other authority or

(c)Any variation of the contract or any other act, omission or promise made by the Bank and agreed by the Bank and the Bidder, the effect of which, is the discharge of the Guarantor Bank.

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

4-The Guarantor Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Bank 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 Bank under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the Bank certifies that the terms and conditions of the said contract have been fully carried out by the Bidder and accordingly discharges the Guarantee.

5-In order to give full effect to the Guarantee herein contained, Bank shall be entitled to act as if we are Bank's principal debtors in respect of all Bank's claims against the Bidder hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6-The Guarantor Bank agrees with the Bank that the Bidder shall have the fullest liberty without affecting in any manner the Guarantor 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 Bank against the Bidder and either to enforce or forbear to

enforce any of the terms and conditions of the said contract, and the Guarantor Bank shall not be released from its liability for the reasons of any such extensions being granted to the Bidder for any forbearance, act or omission on the part of the Bank or any other indulgence shown by the Bank 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 Guarantor Bank.

7-The Guarantee shall not be affected by any change in the constitution of the Bidder or the Guarantor Bank nor shall it be affected by any change in the constitution of the Bank by any amalgamation or absorption or with the Bidder, Guarantor Bank or the Bank, but Guarantor Bank will ensure that this guarantee shall 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 Guarantor Bank (whether singly or jointly with other banks) on behalf of the Bidder 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 the Guarantor Bank 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 Bidder heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

8-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.

9-The expression "Bank", "Guarantor Bank" and "Bidder" hereinbefore used shall include their respective successors and assigns.

10-Notwithstanding anything contained herein:-

(a)Our liability under this Bank Guarantee shall not exceed Rs. -----(Rupees-----only);

(b)This Bank Guarantee shall be valid up to -----; and

(c)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).

The Guarantor 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 Guarantor Bank.

Date this ----- day of ----- 2021 at Mumbai.

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

sd/- -----

Appendix 2 Form A07 – Non-Disclosure Agreement

This Agreement made at _____, on this ___ day of _____ 2024, BETWEEN

a
Company incorporated under the Companies Act, 1956 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

Vendor 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 establishment of a business relationship 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 business relationship (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, and 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:

Appendix 2 Form A08 – Technical Offer Index

Section #	Section Heading	Pro-forma Given
	Eligibility Bid Index	
1	Eligibility Criteria Compliance	Duly filled up Annexure 3
2	Credential letters supporting Compliance to each criteria	Credential Letters
3	Supporting documents for Financial criteria compliance	Balance sheets of financial years as mentioned in the RFP
	Technical Bid Index	
1	Cover Letter – Technical Offer	Appendix 2 Form A 01
2	Executive Summary	Write up
3	Query on Terms & Conditions	Appendix 2 Form A 02
4	Query format	Appendix 2 Form A 03
5	Manufacturers' Authorization Letter	Appendix 2 Form A 04

Section #	Section Heading	Pro-forma Given
6	Bid Security Letter	Appendix 2 Form A 05
7	Bill of Material	Appendix 1 Form B 01 – Bill of Material
8	Technical Specs Compliances	Annexure 4 – Minimum Technical Specifications
9	Conformity Letter	Annexure 1
10	Conformity with Hardcopy Letter	Annexure 2
11	NPA Undertaking	Annexure 6

Appendix 2 Form A09 – Bank Guarantee Format for EMD

Format for Bid Security (EMD)

To,
Central Bank of India,
DIT, 1st Floor,
CBD Belapur,
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for Implementation _____, M/s _____ having their registered office at _____ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and

submit the proposal for Supply, Installation, Integration, and Commissioning of Video Conferencing Equipment as listed in the RFP document.

Whereas the „Bidder“ has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs XX.00 (Rupees _____ Only)** as bid security as required to be submitted by the, Bidder“ as a condition for participation in the said process of RFQ.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees Five Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. XX.00 (Rupees _____ Only)**
2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before _____

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at .



Yours faithfully,

For and on behalf of _____

Bank Authorised Official
