`

CENTRAL BANK OF INDIA
RFP for

Integrated e-Surveillance System at ATM Locations

On OPEX model

RFP Ref CO:ATM:17-18: 224 dated 07/08/2017

Date: 07/08/2017

I N D E X

List of abbreviations

List of abbreviations used in this RFP

ISO-	International Organization for Standardization
ATS –	Annual Technical Support
CA	Chartered Accountant
CO	Central Office
DC –	Data Centre
DR	Disaster Recovery
DRC –	Disaster Recovery Centre
EMD –	Earnest Money Deposit
OEM –	Original Equipment Manufacturer
PBG –	Performance Bank Guarantee
RFP –	Request for Proposal
RO-	Regional Office
SLA –	Service Level Agreement
ZO	Zonal Office
PO	Purchase Order
CGST	Central Goods AND Services Tax
SGST	State Goods and Services Tax
IGST	Interstate Goods and Services Tax
ITR	Input Tax Credit
GST	Goods AND Services Tax
GSTR	Goods AND Services Tax Return
ATM	Automated Teller Machine
SP	Service Provider
AMC	Annual Maintenance Contract
BCP	Business Continuity Plan

1. INVITATION FOR TENDER

Central Bank of India invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed entities for implementation of e-Surveillance System at ATM Locations on OPEX Model. In this RFP, the term bidder refers to the primary bidder exclusively responsible for delivering product/ services mentioned in the scope of work.

Complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.25,000/- (Rs. Twenty- Five Thousand only) by Demand Draft / Bankers cheque in favour of "Central Bank of India" payable at Mumbai. If the prospective bidder chooses to download the document, he will have to pay cost of tender document along with the Technical Bid by way of DD.

The bank reserves the right to reject any or all offers without assigning any reason.

Please note:

- The prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre-bid meeting details for which, will be informed. In case the prospective bidder downloads the document from the website of the Bank, the cost of tender document should be paid along with the bid responses.
- Bidders are required to submit a DD drawn in favour of "Central Bank of India" payable at Mumbai, towards Earnest money Deposit (EMD) for **Rs.25,00,000/-** (Rupees Twenty- Five Lakh only) valid for Three months from the date of sub mission of the bid from any commercial bank. Offers made without EMD will be rejected. The Bank shall not accept Bank Guarantee in lieu of EMD.
- **EMD shall be kept inside the Technical bid envelope in a separate cover. Bid without EMD shall be rejected.**
- Tender offers will be opened in the presence of the bidder's representatives who choose to attend the opening of tender on the specified date, time and place.
- Technical and functional Specifications, Commercial Bid, Terms and Conditions and various formats and proforma for submitting the tender offer are described in the tender document and Annexure.

Deputy General Manager

2. SCHEDULE

The following is an indicative timeframe for the overall process. Bank reserves the right to vary this timeframe at its absolute and sole discretion. Changes to the time frame, if any, shall be communicated to the Respondents during the process, through e-mail

Tender Reference	Details
Price of Tender copy	**Rs.25,000 /- (Non Refundable)**
Date of commencement of issue of tender document	**07/08/2017**
Pre Bid Meeting with Bidder on queries raised (Queries should be made latest by 18/08/2017	22/08/2017 at 3.00 p.m. at Ewart House, 22 Homi Modi Street, Fort, Mumbai 400023
Bid Security Deposit (EMD)	**Rs. 25.00 lakh** **Rupees Twenty-Five lakh only**
Last Date and Time for receipt of tender offers (Technical and Commercial Bids)	**30/08/2017 at 3.00 p.m.**
Date & Place of opening of technical bids	30/08/2017 at 4.00 p.m at Conference Room, Ewart House- Sorabjee Bhavan, 22, Homi Modi Street, Fort Mumbai 400 023
Address for Communication	**Deputy General Manager, ATM** **Central Bank of India,** **MMO Building 6th Floor,** **Fort, Mumbai 400 023** **dgmatm@centralbank.co.in**
Contact Name & Telephone Numbers	**Vilas Shinde, Asstt. General Manager** **022 49197309** **agmatmco@centralbank.co.in**
Website	**www.centralbankof india.co.in**

3. STRUCTURE OF THE RFP

This document consists of:-

- An overview of services to be provided, the solution architecture, Bank's requirements related to E-Surveillance System.
- The technical and commercial evaluation methodology which shall be followed to select the successful Bidder
- The terms and conditions to which this RFP and the Bidder responses shall be subject to.
- Bank shall, after selecting the bidder/s, enter into a SLA which shall detail the terms and conditions. Till the time an agreement is entered into, the terms and conditions enlisted in the tender shall be binding on both the parties.

4. ANNEXURES/FORMATS

A detailed set of annexure/FORMATS are provided to the bidder for formulation of responses for evaluation covering sections such as functional requirements, technical requirements, etc. The list of such annexure is provided in the table below.

Annexure/Format Reference	Name of the Format
ANNX-1	**Bidder's Profile**
ANNX-2	**Offer Letter by vendor**
ANNX-3	**Pre bid query format**
ANNX-4	**Manufacturers authorization form**
ANNX-5	**Functional and technical specifications of gadgets**
ANNX -6	**Functional and Tech Specifications with Bidder's response**
ANNX-7	**Commercial Bid**
ANNX- 8	**Reverse auction process**
ANNX-9	**Bank Guarantee Format for Earnest Money Deposit (EMD)**
ANNX-10	**Performance Bank Guarantee**
ANNX-11	**Non-Disclosure Agreement**
ANNX-12	**Integrity Pact**
ANNX-13	**Undertaking in respect of Labour law**

5. INTRODUCTION

Central Bank Of India (here in after also referred to as 'The Bank' or 'Bank ') is a Nationalized Bank serving the nation for the last 105 years. The Bank has a four tier organizational set up consisting of Branches, Regional Offices, Zonal Offices and Central Office. The Central Office of the Bank is located at Chandermukhi, Nariman Point, Mumbai 400021.

The Bank has over 4700+ branches, 5000+ ATMs across the length and breadth of the country.

The successful bidder would be providing E-Surveillance System, **on OPEX model** for monitoring of 3000 ATM Locations centrally 24X7X365 basis and carry out the implementation of the project. The successful bidder will be responsible for overall implementation and maintenance of the proposed system.

6. PURPOSE OF THIS DOCUMENT

The Bank wishes to implement **E-Surveillance System with centralized monitoring of ATM Locations** by reputed entities. This will also entail providing of Mobile supervisor/roaming attendant (beat marshal) for cluster of ATMs.

Against this background, the Bank invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in providing E-Surveillance System as per the technical and functional specifications provided in this RFP document.

DISCLAIMER:

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

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

No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

7. ELIGIBILITY CRITERIA

Only those bidders who fulfil the eligibility criteria should respond to the RFP. Offers received from the bidders who do not fulfil any part of the eligibility criteria are liable to be rejected.

Sr. No.	Eligibility Criteria	Documentary evidence required
1	The bidder should be a Registered Company in India under The Company Act 2013 and should have been in E-Surveillance business for a period of at least TWO years as on 31.03.2017, in India. **Consortium is not acceptable to Bank.**	**Attested copies of Certificate of Incorporation should be enclosed.**
2.	Annual Turnover of minimum 100 lakh from E-Surveillance activity as on 31.03.2016 and 31.03.2017.	**CA's certificate to be enclosed indicating the quantum of turnover.**
3	Should have positive net worth at least Rs.1 Crore as on 31.03.2016 and 31.03.2017	**Audited B/S and P/L Statement and a certificate from the CA indicating the net worth as on 31.03.2016 and 31.03.2017 to be submitted.**
4	The Company should be providing E-Surveillance system to deter crime for a minimum of 1000 Sites of at least 2 scheduled banks in India as on 31.03.2017 with a minimum of 250 sites in a single scheduled bank	**Documentary evidence of orders placed by the bank/s be enclosed**
5	Bidder should be an OEM cum System integrator or an authorized System Integrator	**Necessary authorization/ proof to be enclosed**
6	Should not have been black listed or there should not be any legal dispute with any Bank/PSU presently.	**Declaration to be enclosed**
7.	System being offered should have compliance to the State/Central Govt. Rules, guidelines/notifications, if any	**Declaration to be enclosed**
8.	Should have CMS infrastructure exclusively their own with BCP (DRC) (Shared platform with any other bidder or firm / Company and Consortium is not acceptable)	**Declaration to be given with the location and complete address of the CMS. Existing capacity and future provision available be indicated.**
9.	Company should be ISO certified for quality management systems. In case the bidder does not have ISO certification then an undertaking to submit the same at the time of issue of Purchase Order.	**Indicate ISO certification with documents or submit an undertaking to provide the ISO certification at the time of issue of Purchase Order.**
10.	Bidder/Vendor/s who has/ had been found successful in the last bid and not executed/ performed the contract is/are not eligible to participate in this RFP/ bid.	**Declaration to be enclosed**

Please Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.
- OEM cum System integrator or authorized system integrator can bid.
- If a systems integrator bids on behalf of an OEM, the same agent shall not submit a bid on behalf of another OEM.

8. SCOPE OF WORK

To implement a tested and proven technology solution for centralized integrated security surveillance of approx. 3000 ATM Locations/ sites to prevent ATM related physical crimes.

Other managed services like housekeeping and cash replenishment is not included in this solution. Solution required is for 24x7x365 basis. Following are the requirements:

1. Intrusion detection sensors, Fire detection, Intrusion alarm, Hood sensor, User Alarm activation switch, other sensors to raise alerts during various contingencies affecting tampering of ATM, UPS, Control Panel, etc.
2. CCTV Surveillance of ATM Room and ATM Back room and external camera for area surveillance. Alert should be generated on tampering of cameras.
3. Detection of lingering or unauthorized activity within the ATM site.
4. Sensor/facility to be provided which should be able to detect any person entering ATM Room with covered face, face under mask and / or use of helmet, etc.
5. Storing of Images of CCTV (minimum 180 DAYS).
6. 2-Way Audio and video to deter/warn criminal attempts/activities.
7. Remote control of ACs and Power Consuming Equipments (Optional item).
8. Mobile supervisor (Beat Marshal) for a cluster of 10 ATMs (wherever feasibility exists), Beat Marshal to visit each ATM location atleast once in every three hours, randomly, on 24 hrs basis.
9. SMS and Emails to bank officials/emergency responders on receiving an alert as per mandates given by the bank. Telephonic escalation to related parties on continuation of crime.
10. Store ticket related notes of conversation with various parties. (1 Month)
11. Providing mutually agreed reports. Provide audio-video footage as per the requirement of the bank or investigating agencies.

12. Bank should have the authority and discretion to remotely view any of the ATMs under this solution whenever required, carry out mock drills etc. Besides having provision of viewing /monitoring any of the ATMs through a web based monitoring system. This web based monitoring system should be accessible to banks respective regional/zonal offices and central office by means of user-id and password. Audit logs of access to such system must be maintained.
13. The offered system should have various reporting capabilities such as ATM wise alert reports, Ticket transaction reports, Chest Door open Report, Mains Power and UPS Power Report, House Keeping Report, Attendance Report of beat supervisor and CRA attendance report and connectivity / Link uptime report etc.
14. Vendor should provide/allow necessary interface to Bank's proposed Fraud Risk Management solution or any such systems without additional cost.
15. During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to upgradation in technology related to CCTV camera (resolution)/Sensors etc.
16. During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.
17. Bank may add new ATMs throughout the country and the successful bidder/s will be required to deploy the proposed E-Surveillance System as per same terms and conditions in the RFP during the contract period.
18. The Bank may shift its ATMs during the contract period. In such cases, the vendor has to shift the equipment to the new location. The Bank will reimburse the applicable shifting charges agreed mutually.
19. Indents to be placed in lots as per bank requirements. Further bank may at its discretion place indents for lesser number of locations than as specified in this RFP and the selected vendor(s) shall have no recourse in the matter.
20. Bank may also at its discretion place order for 50% more locations at the same price point and terms and conditions depending on requirement and the selected vendor(s) will be bound to accept the additional order, if any.

9. SERVICE LEVEL AGREEMENT (SLA)

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

The bidder would be required to enter into a Service Level Agreement with the Bank containing all the terms and conditions of RFP and other terms within 3**0 days** from the date of Purchase order. In case the Service Level Agreement is not executed within the said stipulated period, the Bank will be at liberty to invoke the performance Bank Guarantee and / or further payments due will be postponed till the signing of Service Level Agreement.

10. DELIVERABLES AND TIMELINES

The project with all the deliverables covering all the requirements in this RFP is to be completed as per the timelines given in this section.

Stage	Deliverables	Timelines
Stage1- **Preparation**	Bidder has to submit an implementation cum roll out plan prepared in consultation with Bank's team.	**Within 10 (ten) days from placement of Purchase Order by the Bank**
Stage 2 **Demonstration** **(Pilot Sites)**	Bidder has to demonstrate all the functionalities / requirements as depicted in scope of work along with all monitoring reports to be provided daily, monthly and yearly at one site each by each eligible bidder during Technical Evaluation.	**Within 10 days from date of conveying to the bidder/s about the eligibility.**
Stage-3 **Go-live begins and Completion.**	All the functionalities/ requirements as indicated in scope of work is to be made live. The implementation at various sites shall be as per the implementation plan roll out.	**4 weeks from the issue of Purchase Order by the Bank. Installation in all identified sites to be completed within three months. One month additional for difficult areas.**

11. GENERAL TERMS AND CONDITIONS

The following are the general terms and conditions proposed to be included in the Contract. Bank reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.

The vendor, selected for the project, will have to enter into an agreement with Bank. The agreement will contain various terms and conditions relating to payment, delivery, installation and operationalization, training, commissioning and acceptance, support during periods of warranty and maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by Bank, will also form a part of the agreement.

The successful bidder /vendor must initiate work on the project as per the schedule within three days of acceptance of Letter of Intent.

The vendor at his own expense will register the agreement by paying the appropriate amount of stamp duty. The first page of the agreement shall be duly stamped.

11.1 APPLICATION

These conditions shall apply to the E-Surveillance System project to be implemented in Bank. For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the concerned authority from the bank shall be the Deputy General Manager- ATM and or any other designated officer of the Bank, from its Central Office at Mumbai.

11.2 STANDARDS

The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between Bank and the bidder, and when no applicable standard is mentioned, the services/products/deliverables shall be supplied under the authoritative and appropriate international standards of the such services/products/deliverables and such standards shall be the latest issued by the concerned institution/s.

Bidder should select and provide hardware, cameras, sensors and other peripherals to meet the surveillance requirements of the bank as per RFP as also of investigating agencies. The bidder should also decide on the appropriate requirement of Lux, Resolution, Compression, etc. As a matter of abundant precaution against failures, redundancy, obsolescence, the bidder should choose hardware of established/credible OEM Specifications.

11.3 GOVERNING LANGUAGE and APPLICABLE LAW

All correspondences and other documents pertaining to the contract shall be in English. The Contract shall be governed and interpreted in accordance with the Indian Laws.

11.4 NOTICES

Any notice given by one party to the other pursuant to the contract shall be sent to the other party in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgement thereof either in writing or electronic media. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

11.5 RIGHT TO ALTER QUANTITIES

Bank reserves the right to alter the requirements specified in the Tender, and the bidder is bound to accept the same without any additional cost to the bank Bidder to charge any extra cost to Bank for the additional/deletion in the quantities.

11.6 CONTRACT AMENDMENTS

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract.

11.7 CONFIDENTIALITY OF CONTRACT DOCUMENTS AND INFORMATION

The bidder shall not, without Bank's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. The bidder shall not, without Bank's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

11.8 INDEMNITY

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

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

ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or PO and/or

iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or

iv. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or

vi. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

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

i. Notifies the Bidder in writing; and

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

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

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

(i) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or

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

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

b) The Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and

c) 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, consequential and incidental damages and compensations.

5-The supplier/service provider 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.

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

7. The Bank do hereby indemnify the Bidder, and should keep indemnified and hold the Bidder harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including

reasonable attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the Bidder as a result of:
a) Third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software;
b) Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Bidder.

11.9. CANCELLATION OF CONTRACT AND COMPENSATION

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same.

In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract.

After the acceptance of Purchase Order, it shall be mandatory for the selected bidder to execute the contract. In the event the selected bidder expresses his inability to complete few of the sites (for any reason) allotted and accepted by him, the Bank shall have the right to allot all the sites in that particular agglomeration to any other successful/selected bidder. Thereby cancelling the order of the bidder, for that entire agglomeration even for those sites where bidder has installed E-surveillance system, they have to remove their equipment's from these sites at their cost. Till the time these sites are offered to the next successful bidder, the Bank shall charge a penalty of the monthly AMC amount finalised per month / per site, for all those sites in that particular agglomeration which remain without E-surveillance system. AMC of live sites may be paid and the sites kept live until next vendor take over the site.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

11.10 Other terms

- Indents to be placed in lots as per bank requirements. Further bank may at its discretion place indents for lesser number of locations than as specified in this RFP and the selected vendor(s) shall have no recourse in the matter.

- Bank may also at its discretion place order for 25% more locations at the same price point and terms and conditions depending on requirement and the selected vendor(s) will be bound to accept the additional order, if any.

- Stickers indicating that the site is under E surveillance should be displayed at minimum to conspicuous places. One such sticker has to be stuck outside the ATM room and should be prominently is equal to the visitors. Sticker should also be pasted near the panic button to indicate the button.

- Physical health checkup of the system in the presence of ATM link branch staff must be submitted to the branch and regional office once in a quarter. During the health checkup the working of the sensors and cameras must be verified.

- If bank installs any other system i.e. multifunctional kiosk, passbook printer, cash recyclers, bunch note acceptor, etc. or for the existing then such system should also be covered under the system at mutually agreed terms. For this the cost of installation of sensors need to be indicated as an optional item in the TCO.

12. EARNEST MONEY DEPOSIT

Bidders are required to submit Earnest Money Deposit (EMD) as per Annexure herewith for Rs.25.00 Lakh (Rupees Twenty- five Lakh only) valid for 180 days from the due date of closure of the RFP. Offers made without EMD will be rejected. EMD Shall not carry any interest from the Bank. **Bank Guarantee in lieu of EMD shall not be accepted.**

The EMD made by the bidder will be forfeited if:

1. The bidder withdraws his tender any time before finalization of the tender by the Bank.
2 .The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to

1 The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the project cost valid till the end of assignment period with additional claim period of 6 (six) months. The BG shall be provided within one month of accepting the purchase order of the Bank.
2 The unsuccessful bidders within 15 days of finalization of the tender.

13. RESOLUTION OF DISPUTES

a. The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of The Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.
b. If the Bank officials and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.
c. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, The Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
d. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification

thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
The Language of Arbitration will be English and court of Mumbai shall have exclusive jurisdiction.
Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
e. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on
(i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
f. This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

14. DELAYS IN THE BIDDER'S PERFORMANCE

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- Claiming Liquidated Damages
- Termination of the purchase agreement fully or partly and claim liquidated damages.

15. LIQUIDATED DAMAGES

The Bank will consider the inability of the Service Provider (SP) to deliver services within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the SP. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalizing, implementation, training, acceptance, warranty, maintenance etc. of the e-Surveillance System) by the SP. Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery and non-availability of any components, software or other services mentioned in the Purchase order.
- Non-delivery of supporting documentation that may be required for execution of the contract
- No Integration – improper integration
- System operational, but unsatisfactory to the Bank during mock drills carried out by the Bank
- Any loss/damage to the property of the Bank due to/attributable to the bidder and/or due to the fault/unserviceability of his equipments.

The Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract

Price, as liquidated damages, a sum equivalent to Rs. 1000/- per site, per day, until actual delivery or performance and the maximum deduction is 10% of the overall contract price. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, revocation of Performance Bank Guarantee etc.

16. FORCE MAJEURE

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event explicitly beyond the control of the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such event will mean and include “Acts of God”.

If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold discussions in an endeavour to find a solution to the problem.

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

17. Inspection, Audit and Monitoring

A) Right to Inspect, Examine and Audit:

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

b) Provide the Bank with right to conduct audits on the VENDOR whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the VENDOR within a reasonable time. This includes information maintained in paper and electronic formats.
d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.
Banks shall at least on an annual basis, review the financial and operational condition of the VENDOR exclusive pertains to the Project. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the VENDOR. Such assessment and reports on the VENDOR may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
The bidder /Vendor must make all necessary changes as mentioned by the results of these audits. Permit to carryout audit/inspection/mock drill of Sites/CMS at any point of time during the Currency of the project/Contract

B) Monitoring
Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

18. CONTRACT RATE

The rental/fee charged by the bidder for the services performed for the E-Surveillance System project (OPEX Model) shall remain unchanged for duration of Contract(FIVE years). The prices, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of validity.

The Contract rate shall be the only payment, payable by the Purchaser to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.

The rate would be based on fixed prices except GST(Goods and Services Taxes) that shall be payable as per applicable structure laid down under GST Law.

If any of the items/activities as mentioned in the price bid are not taken up by the Bank/SP during the course of this assignment, the Bank will not pay the charges quoted by the bidder against such activity/item. The Bank shall be paying the professional fees, only on actual basis, for which services have been availed during the contract period.

19. 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/s shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

1-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 statues 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.

2- 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.

3-If supplier 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.

20. RFP STANDARDS

Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this Tender will remain unchanged unless explicitly communicated by Bank in writing to the bidder. The bidder shall at no point be entitled to excuse themselves from any claims by Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

The Bidders shall adhere to the terms of this RFP and shall not deviate from the same.

21. ASSIGNMENT

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

22. LIMITATION OF LIABILITY

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

In no event shall the Bank be liable for any indirect, incidental damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder. The 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 Vendor as part of this Project.

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.

23. PUBLICITY

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

24 .CONFIDENTIALITY

"Confidential Information" means any and all information that is or has been received by the Vendor("Receiving Party") from the Bank ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas,

methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality for the term and thereafter.

Nothing contained in this clause shall limit Vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services, subject to strict confidential obligation, contemplated under this clause, provided further that the Vendor shall at no point use the Bank's confidential information or Intellectual property.

The Vendor Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of centralized Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or

Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party / Bank or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party / Vendor on receiving the confidential information and materials agrees and warrants that it shall:

• Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure

• Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party

• Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document

• Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof

• The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party / Bank

a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.

b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.

c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.

d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

e. The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

f. The Vendor represents and agrees that during the Term of this RFP or until the Bank takes over the Deliverables from the Vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or **non-functioning** of Deliverables) is caused due to the willful act or gross misconduct of the Bank or any of its personnel as certified jointly by the Project Directors of the Parties. In such an event, the Vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP without any additional cost to the Bank.

• The restrictions in the preceding clause shall not apply to:

a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party / Bank contrary to the terms of this document); or any information which is independently developed by the Receiving Party / Vendor or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party / Vendor shall promptly notify the Disclosing Party / Bank of such requirement with a view to providing the Disclosing Party / Bank an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party / Bank and its disclosure hereunder shall not confer on the Receiving Party / Vendor any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank. The Vendor shall execute NDA (Non-disclosure Agreement) with Bank as per attached Annexure .

The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.

The vendor shall submit a non-disclosure and integrity pact as per requirement of the Bank.

25. PRIVACY AND SECURITY SAFEGUARDS

i. The Vendor 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 Vendor or existing at any Bank location. The Vendor 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 Vendor 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 Vendor or existing at any Bank location.

ii. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.

iii. The Vendor hereby agrees that they will preserve the documents.

26. Performance Bank Guarantee

a) The successful bidder shall provide a performance bank guarantee for a period of 5 years and additional six month grace period for an amount equivalent to 10% of the total order value from a schedule Commercial/ public sector bank in the format specified by the bank within 30 days from the date of purchase order. The Proforma for Performance Bank Guarantee is attached **as Annexure**.
b)In the event of non-performance of obligation or failure to meet the terms / requirements of the RFP, bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder.
Bank reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Purchase Order in the event of breach and/or non-observance of any of guaranteed performance.

27. OTHER TERMS AND CONDITIONS

Bank reserves the right to:

1. Reject any or all bids received in response to the RFP
2. To alter/replace any aspect of proposal with due intimation through its website
3. Cancel the RFP at any stage, without assigning any reason whatsoever.
4. Call for any technical information as may be required before the commercial bid phase.
5. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
6. Place indents in lots as per bank requirements. Further bank may at it's discretion place indents for lesser number of locations than as specified in this RFP and the selected vendor(s) shall have no recourse in the matter.
7. Place order for 25% more locations at the same price point and terms & conditions depending on requirement and the selected vendor(s) will be bound to accept the additional order, if any.

28. PROFESSIONALISM

The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

29. AUTHORIZED SIGNATORY

The bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Bank Secretary, authorizing an official or officials of the Bank or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

30. ADHERENCE TO LABOUR AND OTHER STATUTORY LAWS

Successful Bidder has to observe all the State and Central laws related to labour. Successful Bidder shall indemnify the Bank for loss and damages payable by order of any Law Enforcing Agency in relation to this Contract. SP shall keep/maintain all relevant records in this regard for inspection by the Labour Inspectors/Auditors of the Bank.

31. CONTRACT PERIOD AND CONTINUITY

The contract period for providing E-Surveillance System will be for a period of **05** Five Years certain from the date of making LIVE the last ATM site of the Purchase Order or 31.12.2022 whichever is earlier. The selected bidder needs to execute a comprehensive, Service Level Agreement (SLA) with the Bank covering all terms and conditions of this RFP. The performance of the selected Bidder shall be reviewed every year and the Bank reserves the right to terminate the contract at its sole discretion by giving three months' notice. Any offer falling short of the contract validity period (**Five Years**) is liable for rejection. Further Bank reserves the right to renew the contract after the expiry of the initial term of five years on mutually agreed terms and conditions and at negotiated cost.

The bidder/service provider during the tenure of the contract shall continue to provide the service at the contracted price as per the agreement. In case the Bank decides to change/upgrade the E-Surveillance System or change the current business model, successful bidder has to cooperate for the same. In case this involves any additional cost, the same shall be negotiated with the Bank

32. PAYMENT TERMS

No advance payment will be made. Payment shall be made on Monthly basis of the bills raised by the approved bidder/s, by the respective Zonal Offices of the Bank under whose jurisdiction it falls after verification of uptime report submitted and deducting the penalties if any. **Payment shall become due from the date of operationalizing and acceptance of the system by the base branch, at the ATM location**. Payment will be made after deducting TDS as per Income tax Rules and any other Govt. dues/taxes which may be levied in future. Bidder/s should submit the bills within 7 days at the end of the month along with the uptime report. The payment may be cleared within 15 working days of submission of the consolidated bills. Payment shall be made by respective Zonal Offices. Payment shall not be made, if any irregularities, anomalies or discrepancies are found by the Bank in the submitted invoices. Bank may pay undisputed payments as per time scheduled stipulated herein above and the disputed payment will be made after resolving the issues by the parties in due course. .

33. PENALTY CLAUSE:

a. For delay in supply and installation- The complete E-surveillance system for ATM Locations should be delivered and installed and made operational at all the identified ATM Locations **within 12 weeks of acceptance of order**. A penalty of Rs. 500/- per week per location shall be charged by the Bank in case of delay in installation and making operational beyond 12 weeks of acceptance of order. The maximum penalty would not exceed the monthly rental charges for a particular month. In case delay in installation beyond one month the applicable will be Rs 1000.00 per week of delay thereafter with no upper cap. Other than this bank shall have the option of cancelling the orders/ or invoking Bank Guarantee unless delay is on part of the bank or reasons beyond control of both bidder/bank.

b. In case E-Surveillance System for ATMs is non-functional for more than 60 minutes of the time during the 24 hours on any day then no payment shall be made for that day and this amount shall be deducted on pro rata basis from the final payment of that month.

c. In addition to the above, if the system remains non-functional beyond 24 hours, as monitored by the Bank or CMS or from lodgement of complaint by the bank, the penalty will be deducted as per the following slab/Criteria

i) 10% of monthly rentals of failure for every 24 Hours or part thereof with a maximum of monthly rental payable per month.

ii)Additionally for failure of e-surveillance system for continuous 3 days bank may at it's discretion impose additional penalty of Rs 500.00 per day for the period the system is non-functional over and above what is stated in (d) above.

d. The penalties may be recovered from the rentals payable for bank as a whole and /or by invoking the Performance Bank Guarantee.

34. Termination

1. Termination for Default

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

a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;

b. If the Successful Bidder fails to perform any other obligation(s) under the contract.

c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

4. Termination for Insolvency

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

5. Termination – Key Terms & Conditions

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

a. has a winding up order made against it; or

b. has a receiver appointed over all or substantial assets; or

c. is or becomes unable to pay its debts as they become due; or

d. enters into any arrangement or composition with or for the benefit of its creditors; or

e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

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

6. Exit Option and Contract Re-Negotiation

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

i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within the time stipulated to accept purchase order;

ii. Delay in delivery, performance or implementation of the solution beyond the specified period;

iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Vendor to remedy the situation within the date of pointing out the defects by The Bank.

b. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Vendor.
c. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Vendor at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

d. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

35. Independent contractor

The Vendor shall perform its obligations under this Agreement as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services, after taking prior approval in writing from the Bank. Neither this Agreement nor the Vendor's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. This Agreement does not intent to create, constitute or evidence any partnership, joint venture, trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled to make, or allow to be made, any representation that any such relationship exists between the Parties. Other than the relationship of sponsor and the consequent inter-se rights and obligations between the Bank, in relation to this Agreement, the right of a Party to act on behalf of the other Party for, or to incur any obligation on behalf of, the other Party, is limited to the manner provided in this Agreement.

The Vendor shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees/agents and shall be accountable for all of them. 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. The Vendor shall be vicariously liable for any acts, deeds or things done by its/their employees, agents, contractors, subcontractors etc. The Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under this Agreement. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the Purchase Order issued under this Agreement. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any ofthe Vendor's employees, agents, contractors, and subcontractors. The Vendor shall hold the Bank, their successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Vendor, its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage .The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner. Vendor shall submit undertaking as per Annexure attached.

36. Information Ownership

All information transmitted by successful Bidder belongs to the Bank. the Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder.

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

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

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

37. Compliance with Laws

1. Compliance with all applicable laws: Vendor shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. Compliance in obtaining approvals/permissions/licenses: Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.
3. All necessary compliances relating to the transaction such as disclosure in in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier.

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

38. Intellectual property rights

The Vendor 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 save as expressly provided in this RFP, all Intellectual Property Rights in relation to the 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 Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

The Vendor represents that a separate Agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor 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 software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder.

39. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor 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.

40. 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 RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai**.**

41. Survival

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

42. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Vendors / Suppliers /Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Vendors (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.
The Bank reserves the right to reject a proposal for award if it determines that the Vendor 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.

43. Statutory and Regulatory Requirements

During the period of warranty / AMC, Bidder / Vendor shall comply with all requirements including any or all reports without any additional cost to the Bank. Any or all reports are required by Bank or any regulatory authority time to time and which fall under the scope of this RFP / Agreement, shall be provided as per time prescribed. All mandatory requirements by Bank, regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract or extended(if any).

44. Entire Agreement; Amendments:

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

45. Survival and Severability:

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

46. TRAINING

CMS, reporting and generation of reports are part of this contract. Training as may be required shall be provided to the staff of the bank, at no extra cost at various locations of the Bank.

47. TWO BID PROCESS

Technical Bid and Commercial Bid must be submitted in two separate sealed envelopes and submitted, at the Bank's address on or before the Due Date super scribed as E-Surveillance Tech Bid and E-Surveillance Commercial Bid. Both these bids (Tech and Commercial) shall be kept in a larger envelope duly addressed to the Bank. Envelopes should be securely sealed and stamped.

Receipt of the bids shall be closed as mentioned in the bid schedule. Bids received after the scheduled closing time will not be accepted by the Bank under any circumstances. Bank will not accept bids delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed bids sent by any other means.

Earnest Money Deposit must accompany all tender offers as specified in this tender document.
EMD shall be placed inside the Technical Bid envelope.

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

Main Envelope; Tender for E-SURVEILLANCE

Other two envelopes - (Technical or Commercial Bid, as the case may be)

Tender Reference Number

Name of Bidder, Contact person, Mobile No, Tel. No. Fax, E-mail and complete address.

Address: **ASSTT.GENERAL MANAGER, Central Bank of India, Central Office, ATM Department, MMO Building 6th Floor, Fort, Mumbai 400023.**

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company.

The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding Documents. Failure to furnish all information required by the bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

No rows or columns of the tender should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above are liable for rejection.

The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.

All Technical information to be submitted by the bidders should be submitted as a softcopy also, in addition to the hard copy, in MS – Word in a CD and should be kept in the Technical bid sealed cover.

ENVELOPE-I (Technical bid):

The Technical bid should be complete in all respects and contain all information asked for, except prices. The TECHNICAL BID should include all items asked for in ANNX-A Functional and Technical Specifications with Bidder's Response and other formats present in the Annexure to this RFP. The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. A copy of original Commercial offer (ANNX-B Indicative Commercial Bid) **with prices duly masked** should also be submitted along with the Technical Bid, failing which the bid will be rejected.

The Technical Bid envelope should also include the CD containing the soft copy of the Technical bid with annexure and formats. However, it should not contain price related information, failing which the bid will be rejected outright.

The Technical Bid envelope shall contain the technical proposal/information to the requirement of Bank along with Technical Specifications, Earnest Money Deposit (EMD), compliance Certificate, Agency Profile, Confirmation of Terms and Conditions, Tender Offer Cover Letter etc. It shall not contain any Commercial information.

ENVELOPE-II (Indicative Commercial bid):

The Indicative Commercial bid should give all relevant price information. The commercials should be without any conditions. The Commercial Bid shall be submitted as per Annexure: -

48. GENERAL INFORMATION

The bidders, who fulfil the eligibility criteria mentioned in the RFP only be eligible for further process i.e. technical evaluation.

Terms and conditions for bidders who participate in the tender are specified in the RFP.These terms and conditions will be binding on all the bidders. NON-TRANSFERABLE TENDER

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

The soft copy of the tender document will be made available on the Bank's website.

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs. 5,000/- by way of a demand draft / Bankers' cheque in favour of Bank while submitting the bid. The same should not be included in the Commercial Bid envelope.

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

The offer should hold good for a period of 180 days from the date of the opening of the commercial bid.

For the purpose of clarification of doubts of the bidders on issues related to this RFP the, Bank intends to hold a Pre-Bid Meeting on the date and time as indicate d in the RFP. For any clarification with respect to this RFP, the bidder may send an email to cmatmmonitoring@centrabank.co.in **and** **agmatmco@centralbank.co.in**. T**he Pre-Bid Queries should be prepared in the prescribed format in XL Sheet.** It may be noted that all queries, clarifications, relating to this RFP, technical or otherwise , must be in writing only and should be to the designated email ids.

It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Conference. Only two authorized representatives of the proposed bidders who have purchased the RFP will be allowed to attend the Pre-Bid meeting.

49. OPENING OF OFFERS

Tender offers received within the prescribed closing date and time will be opened in presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance.. A copy of the authorization letter should be brought for the bank to verify.

50. FORMAT FOR TECHNICAL BID

The Technical bid must be ma de in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into three parts - the first part should contain the documents supporting the eligibility of the bidder to participate in the tendering process as per the eligibility criteria mentioned in the RFP , the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

The Technical Bid shall be organized and submitted as per the following sequence:

1 Table of Contents (list of documents enclosed)
2 RFP letter as per annexure ANNX-7 Tender Offer Cover Letter.
3 EMD (Earnest Money Deposit)
4 All copies of certificates, documentary proofs etc.
5 A CD containing soft copy of the proposal
6 Application money if not already remitted
7 All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial no. across the entire document.
8 It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence.

The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further. The technical bid shall be submitted in a proper file.

51. FORMAT FOR COMMERCIAL BID

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as per Annexure - Commercial Bid (Indicative)

52. EVALUATION PROCESS

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation by Bank will be undertaken by a Committee formed by Bank. The decision of the committee shall be considered final.

For the purpose of the evaluation and selection of bidder for the E-Surveillance System implementation project, a three-stage bidding process will be followed. Technical – two stages and then the Commercial.

In the first stage, only the 'Technical Bids' will be opened and evaluated based on Eligibility Criteria and Technical Specification of the System as required by the Bank. All technical bids will be evaluated and a technical score would be arrived at. Site inspection will also form part of Technical Assessment.

In the second stage, the Commercial Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining commercial bids, if any, shall not be opened.

Bank may call for any clarifications/additional particulars required, if any, on the technical bids submitted. The bidder has to 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. Bank also reserves the right to conduct Reference Site Visits at the bidder's client sites. Based upon the final technical evaluation, short listing would be made of the eligible bidders for final commercial bidding.

53. TECHNICAL BID EVALUATION – Second Stage

Bank will scrutinize the offers and determine whether the technical specifications along with documents have been furnished as per RFP.

If needed, the bidders shall be required to arrange a site visit of their CMS/Centre to understand the workflow and the infrastructure and other related aspects.

Bank will ask for technical presentation of the proposed solution and test site set up for evaluating the technical specifications of RFP. Based on the technical presentation and evaluation of test site Bank will process further only those bids that are qualified for commercial evaluation.

54. COMMERCIAL BID EVALUATION AND SPLIT CLAUSE

Only those bidders who qualify after Technical evaluation will be eligible for the further participation in the process. Bank will award the contract to the successful bidder/s as per the rules of split clause.
The contract could be awarded to L2 and L3 in addition to L1 bidder provided L2 and L3 bidders agree on parity of rates with L1 and to all terms and conditions. The ratio of allotment would be 60: 40 in case of award to two bidders L1 and L2 and 50:30:20 in case of award to three bidders vizL1, L2 and L3. Any such allotment shall be the exclusive discretion of the Bank.
The Bank also reserves the right to carry out Reverse Auction if require.

55. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever.

Bank reserves the right to make any changes in the terms and conditions of the RFP.

56. Guidelines on Banning of Business Dealing

S. No CONTENTS

1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:
i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/

Bidder / Tenderer' in the context of these guidelines is indicated as
'Agency'.
ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;
d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the „Competent Authority‟ for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the „Appellate Authority‟ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors‟ Committee (EDC) shall be the „Competent Authority‟. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the 'Competent Authority' for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the 'Appellate Authority' in all such cases.

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the
Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".
e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee(EDC) with ED (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank‟s properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.
After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

• Banning of the agencies shall apply throughout the Bank including Subsidiaries.
• Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors‟ Committee (EDC) with ED (GAD) as Convenor of the Committee.
• The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

• If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
• On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
• The decision of the EDC shall be communicated to the agency by ED (GAD).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

ANNEX-1: BIDDER'S PROFILE

S.NO	**Particulars**	**Details to be furnished by the bidder**
1	Name of the bidder	
2	Year of establishment and constitution. (Certified copy of Incorporation of the bidder Company should be submitted along with Memorandum Association and Articles of Association.)	
3	Registered office /Corporate office –complete mailing address.	
4	Names and designations of the Officials authorized to make commitments to the Bank.	
5	Telephone and fax numbers of contact persons	
6	E-mail addresses of contact persons	
	Details of :Description of business, Service Profile & Client Profile (Domestic)	
8	Projects executed in Organization/s. Name of the Organization, contracted date and Number of sites. (Documentary proof of Purchase Orders)	
09	Any other information as deemed necessary by the bidder	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place: Date:

Seal & Signature of the bidder

ANNEX- 2: OFFER LETTER

RFP No:

To,

____

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as bidders as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by the Bank, any time before the expiry of this period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We agree to the terms & conditions mentioned in the Tender document.

Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

We enclose EMD for Rs. _________ drawn on Bank __________________ by way of DD No.______Dated _____________`

We also agree to provide **Bank guarantee** for the required amount on receipt of purchase order from the Bank.

Place:
Date: Seal & Signature of the Bidder

Note:

The Bidder will have to work as per the timing of the Bank

The Bank reserves the right to renew the contract post completion of the 5 year period at mutually agreed terms and conditions

ANNEX- 3: PRE BID QUERY FORMAT

(This format should be given in an XL Sheet)

Bidder's request for Clarification to be submitted minimum of two days before pre bid meeting by e-mail only.

If, bidder, desiring to respond to RFP for E-Surveillance System, require any clarifications on the points mentioned in the RFP may communicate with Bank using the following format.

All questions received at least two days before the pre-bid meeting will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. Bank may at its discretion, answer all such queries in the Pre-bid meeting. Queries with relevant Para in the RFPbe indicated.

Sr. No.	Query	Bank's response	Decision in pre-bid meeting

Name and signature of
Authorised person issuing
this request for clarification

.

ANNEX- 4: MANUFACTU RER'S AUTHORIZATION FORM

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP Reference No. Date: _______

To,

Dear Sirs,

Ref: RFP for E-Surveillance System
We who are established and reputable manufacturers/ producers of ____ ____________________ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s ___________________ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

1. Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
2 In the event of termination of production of such Products:
    - advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
    - Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said fir m to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.
We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Yours faithfully,
(Signature)

(Name of Authorized signatory)
(Designation)

(Name and address of the manufacturer)
(Company Seal)

ANNEX- 5 : FUNCTIONAL AND TECHNICAL SPECIFICATIONS OF GADGETS

A - ATM Lobby

i) **ATM (Stand alone or combination sensors could be used)**

a. Door Contact Sensor
b. Thermal Sensor
c. Hood sensor
d. Vibration Sensor/Seismic sensor
e. ATM Chest door open sensor
f. Back Room sensor,

ii) **Cheque Drop Box**

a. Tilt/ removal sensor
b. Door Contact

iii) **A/C Unit**

a. Tilt/ Removal

iv) **Lobby**

a. Indoor IR Bullet Camera with Removal Sensor
b. Glass Break Sensor
c. Door Contact sensor Tilt/Removal

l

B – ATM Back Room

a. Indoor IR Bullet Camera with Removal Sensor
b. Back Room Smoke Sensor

C –External Surveillance

a. IR Weather proof Bullet Camera with Removal Sensor

D -Other Requirements:

- 2-Way Audio/video
- Panic Alarm switches
- Fire Alarm System with 2 Smoke Detectors (one for ATM lobby and other for ATM Back room)
- DVR in locked metal box with tamper/tilt/removal sensor
- UPS for minimum10Hours

  Connectivity through a GSM/CDMA router to a Central Monitoring Station for System Health Check and Central Monitoring with **3G and above connection. Onus of ensuring connectivity shall be on the selected vendor(s) from any service provider and cost should not be a limiting factor.**
- Secure VPN upto Vendor's Operating centre
- Guard/Beat Marshal Monitoring System
- **Alarm Output –** Alarm output in case any camera is disturbed or blocked

TECHNICAL SPECIFICATIONS

1. **Door Contact Sensor**
   Operating Gap: 15 to 20mm maximum
   Magnetic: Metallic

2. **Thermal Heat Rise Sensor**
   Low profile design, Low current draw
   Wide operating voltage 8 to 30VDC
   Bi-colour LED detector status indicator
   Programmable sensitivity
   Humidity 5 to 95% Relative Humidity (non condensing)

3. **Vibration/Tilt/Removal Sensor**
   High-Low Sensitivity Jumper
   Sensitivity Adjustment Switch
   Green Comfort LED, Red Alarm LED
   Sensor: electric

4. **Glass Breakage Sensor**

5. **Two-Way Audio communication**
   Good quality Microphone
   Speaker pair

6. **Intrusion cum Fire detection**
   Micro Controller based
   Smoke and PIR sensors
   High Power indoor and outdoor Siren with Low Current consumption
   Siren Output Sound: 120dB

7. **Emergency / Panic Switch**
   Surface mount type switch with inbuilt screw holes and steel cover for sturdiness
   Inbuilt temper switch for high reliability
   Contact Rating: Normal standards

8. **4 Channel DVR**
   Should have all the standard features on compression, audio, video, resolution.
   Video compression H.264
   Video/Audio output HDMI/VGA
   Resolution: PAL: 704 × 576, NTSC: 704 × 480
   Frame rate 25 fps (P) / 30 fps (N)
   Hard disk SATA 2 SATA interfaces
   Capacity minimum 4TB
   Surveillance rated Hard disk
   Storage of minimum 90 days recording
   Motion based camera operation for indoor cameras and 24 hour recording for Outdoor camera.
   Network interface

Serial interface ,USB interface 2

9. **IR Indoor Bullet Camera and IR External Bullet Camera**
Image Sensor 1/3” DIS
Signal System PAL/NTSC
Effective Pixels 976 (H) × 496 (V)
Min. Illumination 0.1 Lux @ (F1.2,AGC ON), 0 Lux with IR
Lens 3.6 mm (2.8mm,6 mm optional)
Day & Night IR cut filter with auto switch
Horizontal Resolution 700 TVL
Synchronization Internal synchronization
Ingress Protection
IR Range 20 meters

10. **UPS – min 10 hours backup**
CAPACITY: 600 VA or above
NPUT: 150 to 300 VAC
Voltage (on mains): 230 +/- 10%
Voltage (Batt. Mode): +/- 8%
Frequency Regulation: 50 Hz +/- 2%(Batt. Mode)
Output Waveform: Modified sine wave
Transfer time: 6 to 10 ms
Recharge Time: 6 Hours max.
Humidity: 0 to 90% RH @ 0 to 50 C (Non Condensing)
USB / RS- 232 PORT: Power Monitoring software

The UPS should be equipped to provide protection against short circuit, overload, Battery overcharge and deep discharge.UPS should start even when mains is absent Automatic voltage regulation provides regulated AC power at all times and wide input range eliminates unnecessary battery drain

ISO 9001:2008, ISO 14001:2004 &RoHS Certified

Secured VPN up to Vendor’s Operating centre
GSM or CDMA& 3G connectivity or broadband
The Site DVR and Alarm panel will be connected to a VPN router and the same will be linked to the command centre located in the Vendors premises.
The VPN router will have sufficient bandwidth (Min. 512 Kbps UPLOAD) to remotely observe the proceedings of any ATM site.
Stand by net-work in case of failure of Primary Link.

NOTE
The bidder must ensure that the gadgets provided have all the latest features to ensure that the ATM surveillance is of good standard . All equipments, control panel, cameras, sensors should be up-gradable for future requirements. This should be at no extra cost to the bank.

SERVICES TO BE PROVIDED BY THE VENDOR

A) Remote Monitoring of the Location – Control through CMS

- Should be connected to the CMS by way of SIM based Router (GSM/CDMA) for Health Check-Up – 3 G and above connectivity requirement. It shall be mandatory for the vendor to make connectivity available at the sites allotted.
- Provide 24X7 Video Surveillance and recording for minimum180 days is to be provided.. In case of damage/loss of DVR, recording, alternate snap shot arrangement has to be made/available.
- Health Check-Up of all Sites, all equipments and Sensors through Central Monitoring. To be carried out once in a day between 9 and 11 a.m. Report to be shared with the Bank once in a month.

DVR Health Check-Up, Hard Disk Health Check-Up

All 3 Cameras to be working
Check if Recording is taking place (at any time 90 days recording to be available
Alarm to be Working
Siren- Start and shut from CMS
Speaker and Microphones – talk back

Power Supply to DVR & Panel

Connectivity Monitoring every 15 Minutes
Receive Alerts and do Video Verification of Alerts to ascertain its authenticity
SIM & VPN Data Charges in vendors scope
Auto Escalate to 5 persons by SMS on 5 Minutes, 10 Minutes, 15 Minutes and 20 Minutes of ticket when not closed.

- Two way communication at each location
- To issue warning over the Speaker to miscreants.
- Initiate Action on ALERTS as per mandate and requirement
- Generate & publish report to the designated E-mail at pre schedule.
- Provide video footage of incidents for Bank's use or Police investigations whenever required at no extra cost.
- Online viewing of Sites by designated Officers of the Bank
- Inform status of cleanliness of the ATM sites.
- Providing of Beat Marshal as per Bank's requirement for a cluster of ATMs
- Availability of 90 days' recording. Recording to include two way communications, if any.
- Shutter opening and Closing as per Bank's requirement.

B) Incident Reporting

Any kind of untoward incidents to be reported to Admin via sharing of related CCTV snaps shots and detailed report mention –

- Date of incident
- Time of incident
- Location Code
- Location Name
- Location Address
- Incident description in point wise details.

On-Line Image / Video Pulling

Pull Images / video on-line in urgent cases. The Service Provider shall provide the images/Video in the format as requested by the Bank, Police, Investigating Agencies.
Chargeable only after 10 images / incident video per month

CMS – Set up- Requirements:
The bidder should have his exclusive set-up. Not on shared basis.

S. No	DETAILS	Compliance (Yes/No)
1	Primary & Secondary Server in Hot Redundancy mode ensuring that there will be no down-time when primary server fails and secondary takes over	
2	Two Back-Haul from VPN Network provider with fail-safe Auto-Switch Over redundancy	
3	Two VPN Routers in fail-Safe auto-Switch over configuration	
4	Power to be backed up with UPS and Generator. (Bidder has to make own arrangement for power back up. Bank will provide raw power.	
5	Two back haul with each of minimum of 10 MBPS bandwidth	
6	Data on Highly redundant NAS (Network Attached Storage)	
7	DR set up	

ANNEX- 6: FUNCTIONAL AND TECHNICAL SPECIFICATIONS WITH BIDDER'S RESPONSE

S.NO	Alarm Panel / Black Box/Control Panel Specifications	Compliance YES/NO
Sensors, Detectors and Cameras and other peripherals should be certified. Should be from proven OEM/Reputed Make.		
1	Alarm Panel should have all the Key Features - should be tamper proof in particular	
1.1	Panel with on-line connectivity to Central Monitoring Station	
1.2	16 – 32 Zone Alarm Panel (As may be required with capability to add on)	
1.3	Ethernet card for TCP/IP Networking or any other mode	
1.4	10 Hours internal battery Back-up	
1.5	Tamper proof arrangement for Alarm, DVR, Cameras, Speakers, Sensors& Router	
1.6	Mains power sensing ability (Power Input Sensor- Mains Input (ON/OFF) (Silent Zone)	
1.7	UPS power sensing ability (Power Output) Sensor- UPS (ON/OFF)(Silent Zone)	
1.8	Built-In Internal SMPS and Battery (6 Hours) for router, DVR, 3 Cameras, Microphone and speakers	
1.9	ATM Removal Zone	
1.10	ATM Seismic Sensor /Vibration Sensor Zone (Drilling and hammering protection)	
1.11	ATM Chest Door Zone	
1.12	ATM Thermal Sensor Zone	
1.13	ATM Back Room Door open Zone	
1.14	Cheque Drop Box removal	
1.15	CAMERA -1 & 2 (with IR Vandal Proof Dome Cameras),	
1.16	Speaker & Microphone removal Zone in series	
1.17	Smoke / Fire Sensor Zone (Unique Zone)	
1.18	CAMERA- 3- External(IR Vandal Proof Dome Cameras) Outside the ATM Room.	
1.19	Panic Switch - Zone	
1.20	Motion Sensor Zone to Detect motion between 10 pm to 6 am to detect motion in ATM room (Unique Zone)	
1.21	Glass Break Zone to Detect breaking of glass (Unique Zone)	
1.22	10 Hours battery backup for Alarm Panel	

S.NO	Alarm Panel / Black Box/Control Panel Specifications	Compliance YES/NO
1.23	One Mirror for rear view by the customer	
2	**Required Sensors and Devices**	
2.1	ATM Removal Sensor (Metal contact Sensor)	
2.2	ATM Seismic sensor /Vibration sensor Zone	
2.3	ATM Chest Door Zone Contact Sensor	
2.4	ATM Thermal Sensor with Rate of rise feature	
2.9	ATM Back Room Sensor (Metal contact Sensor)	
2.10	Security Enclosure Tamper Sensor	
2.11	Removal Sensor Cheque Drop Box, UPS andBattery (Metal contact Sensor)	
2.12	Door open Sensor for Cheque Drop Box (contact Sensor)	
2.13	CAMERA 1, 2 & 3 removal sensor	
2.14	Speaker Removal Sensor	
2.15	Microphone Removal Sensor	
2.16	Siren	
2.17	Glass Break Sensor	
2.18	PIR Motion Sensor/ Occupancy Sensor	
2.19	Panic Switch/ Duress Button at backroom	
2.20	**Sensor to be provided which should be able to detect any person entering ATM Room with covered face, face under mask and / or use of helmet, etc.**	
2.21	**Remote control of ACs and Power Consuming Equipments**	
2.22	Any other sensors (Please specify)	
3	**Image / Video Items**	
3.1	4 Channel DVR with 1 TB Surveillance rated HDD with 90 days' recording capacity. Bidder must provide the HDD specification and proof that HDD is Surveillance rated HDD.	
3.2	Analogue Dome IR Camera – Lobby	
3.3	Analogue Dome IR Camera – Back room	
3.4	Analogue Dome IR Camera – out Site ATM room	
4	**2 Way Audio Items**	
4.1	Speaker with audio cables.	
4.2	Microphone with audio cables.	
5	**Communication Equipment at Sites**	

S.NO	Alarm Panel / Black Box/Control Panel Specifications	Compliance YES/NO
5.1	GSM / CDMA VPN Router	
5.2	High Gain Antennae where required	
5.3	GSM / CDMA VPN SIM Card – 3G	

Central Alarm Monitoring Station Infrastructure Requirements

6	Feature	Compliance
6.1	Servers with adequate configuration and 'HOT RED UNDANCY'. If the Primary server fails, the secondary server takes over immediately with no time loss.	
6.2	Minimum 10 MBPS Primary Back-haul from Network provider Hub to Central Monitoring Station with auto switch over. Letter from network provider is required.	
6.3	10 MBPS Secondary Back haul from another Network provider for Back up to Primary Back Haul. Letter from network provider is required.	
6.4	UPS Supply to all systems	
6.5	Generator Back-Up to Mains Power with auto-Start	
6.6	Data Storage on Network Access Storage (NAS) for high data Redundancy	
6.7	Dual VPN Router to enable auto-switch over	
6.8	DRC to be implemented within 6 Months with identical configuration**.**	
Communication Requirements		
7	**Networking**	**Compliance**
7.1	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	
7.2	TCP/IP Networking	

Central Monitoring Station Alert Handling Service Requirement (Scope)

8	**Central Monitoring Station Service Requirement**	Compliance
8.1	The software alert should be in form of tickets and not Pop-Ups	
8.2	The ticket should have ability to store escalation details as below associated with the particular site that generated the alert (Individual to the sites)	
8.3	The bidder is required to establish/have a Central Monitoring System to monitor the health of all equipment deployed at sites on 24 X 7 basis. All the complaints will be reported to the bidder and the Bidder should coordinate With their local representatives/ technicians to attend all the complaints. **One CMS Console access to be provided at ATM Department of the Bank at Mumbai.**	
1	Store escalation matrix of 5 MSP (Bank Official, Police, Fire Station Official/individual associate associated with each particular site	
2	The ticket must have ability to note the conversation details of each escalation individual of MSP, Dispatch Agency, Police and Fire departments and Bank individuals within the ticket.	

3	The ticket must have the ability to record closure Comments	
4	Start Siren from Central station. Stop Siren from Central station. Bypass sensors from central station.	
5	Reset Smoke/Fire sensor from Central Station (Confirm possibility/alternatives)	
6	Ability to put Alarm Panel on “Test Mode” that generates no SMS or emails when alarm panel is under testing	
	Chest Door and Cheque drop Box door opening	
7	Should have a schedule setting at Central Monitoring Station.	
8	An alert ticket must be NOT raised if door is opened after 7 am and before 11 pm. Siren must not sound.	
9	A alert ticket must be raised if door is opened between12 am to 5 am and siren must sound	
10	Video verification must be performed to verify the incident / activity	
11	If abnormal activity is detected, then use 2-way audio to deter the activity	
12	Ability to set the schedule individually for each ATM Site.	
13	Escalate as per escalation procedures if crime cannot be Deterred	
	Back room Door opening	
14	should have a schedule setting at Central Monitoring Station.	
15	An alert ticket must be NOT raised if door is opened after5 am and before 12 am. Siren must not sound.	
16	A alert ticket must be raised if door is opened between12 am to 5 am and siren must sound	
17	Video verification must be performed to verify the incident / activity	
18	If abnormal activity is detected, then use 2-way audio to deter the activity	
19	Ability to set the schedule individually for each ATM Site.	
20	Escalate as per escalation procedures if crime cannot be deterred	
	Motion Monitoring of ATM room	
21	An alert ticket must NOT be raised if there is motion after 12 am and before 5 am. Siren must NOT Sound.	
22	An alert ticket must be raised if there is motion between12 am to 5 am. Siren must NOT Sound.	
23	Video verification must be performed to verify the incident / activity	
24	If abnormal activity is detected, start siren from central monitoring station and use 2-way audio to deter the activity	
25	Ability to set the schedule individually for each ATM Site.	
26	Escalate as per escalation procedures if crime cannot be deterred	
	Sensor tripping	
27	Should generate an alert ticket	
28	Video verification must be performed to verify the incident	
29	If normal activity s witch off siren from CMS	
30	If abnormal activity perform 2-way audio to deter the Activity	
31	Escalate as per escalation procedures if crime cannot be deterred	
	Send SMS & Emails based on priority defined for Contact list (ONLY If ticket is still open in that time)	
A	Zero minute to Priority 1 list	
B	After3 Minutes to Priority 2 List	

C	After 5 Minutes to Priority 3 List	
D	After 10 Minutes to Priority 4 & 5 List	
E	Could even be earlier in case of C & Ddepending on the severity of the incident	

	Previous Pre-View functionality	
32	The Central monitoring station must have a previous preview functionality attached to the ticket where they can view previous images of the site of last 20 minutes .This is required to get images even if the burglar has blocked the camera before perpetrating the crime.	
	Central Recording	
33	When the CMS has viewed the site through video verification, the video verification images should be stored centrally to ensure that images are available forensic purpose even if the burglars destroy the DVR at the site	
	Central Image Pulling	
34	Central Monitoring Station must have the ability to pull images centrally from site DVR of when demanded by the Bank	
	Reports	
35	All Ticket Report with all details that include Date and Time of Alert	
	Site ID Site Address including location, state and city Type of Alert Name of Operator to whom ticket was assigned Time of acknowledging the ticket Time lapsed to acknowledge the ticket Time when operator started deterrence (If any) Time lapsed for above Operator comments of his conversation with escalation persons Operator closure comments	
36	**Deterrence Ticket Report** (where deterrence was performed)with all details that include Date and Time of Alert Site ID Site Address including location, state and city Type of Alert Name of Operator to whom ticket was assigned Time of acknowledging the ticket Time lapsed to acknowledge the ticket Time when operator started deterrence Time lapsed for above Operator comments of his conversation with escalation persons Operator closure comments	
37	**Chest Door Open Report** with all details that include Date and Time of Chest door open Site ID Site Address including location, state and city Type of Alert	

	Date and Time of Chest Door close	
38	**Cheque Drop Box Door Open Report** with all details that include Date and Time of door open Site ID Site Address including location, state and city Type of Alert Date and Time of Door close Date and Time of Alert	
39	**MAINS Power Report** with all details that include Date and Time of Mains Power Change (ON or OFF) Status of Change (ON or OFF) Site ID Site Address including location, state and city	
40	**UPS Power Report** with all details that include Date and Time of UPS Power Change (ON or OFF) Status of Change (ON or OFF) Site ID Site Address including location, state and city	
41	**Alarm panel not responding report** with all details that include Date and Time of when not getting status message from panel Site ID Site Address including location, state and city Type of Alert Date and Time of regaining communication	
42	**Any person entering ATM room with covered face, face under mask, wearing helmet etc.** Date and Time of when not getting status message from panel Site ID Site Address including location, state and city Type of Alert Date and Time of regaining communication	

Note: The scope includes providing Hardware, Cables, Installation, Monitoring Services and AMC

ANNEX-7: COMMERCIAL BID

Integrated e-solution cost (OPEX Model)- Rent per month per site with one ATM	**Rs. _____________pm** **in words – (________________**
Additional charges for second and subsequent ATM within same site. (Rate per ATM)	**Rs. _____________pm** **in words (__________________**
Mobile Supervisor (Beat Marshal) (Rate Only) For a cluster of 10 ATMs	**Rs. _____________** **In words (________________**
Monthly Rentals (Rate Only) for remote control of AC and Power Equipments – Optional)	**Rs. __________** **In words (_____________**

NOTE :

The Bank will decide the requirement of optional items depending upon cost benefit analysis If the Service Charges as per industry standard reduce over the contract period, the bidder shall pass on the benefit to the Bank.

If there is a discrepancy between words and figures, the amount in words will prevail.

The price quoted should be inclusive of all taxes and duties except service tax/GST which shall be additionally paid by the Bank, as may be applicable form time to time.

The TCO shall be calculated taking into consideration for 3000 ATM locations and for a period of five years.

Optional items shall not be part of TCO for evaluation purposes.

Name and Designation:
Seal and date.

ANNEX– 8:

Guidelines, Terms & Conditions and Process Flow for e-procurement Auction

e-Procurement Rules for Reverse Auction

1. The Vendor is required to submit the indicative price inclusive of taxes, and duties except service tax in a separate sealed cover envelope. Any Vendor, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price, The Bank will take into cognizance the indicative rates offered by the Technically Qualified Vendors in which process the Vendor will not be involved. There would however be no compulsion on the part of The Bank to accept the indicative prices as bench mark for determining the Start Bid price and The Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Vendors.

2. A reverse auction event will be carried out by an agency appointed by The Bank, among the Technically Qualified Vendors, for providing opportunities to the Vendors to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.

3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information
The short listed Vendors after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by The Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids and opening of the commercials.
Date and time of reverse auction: Will be informed after Technical Evaluation of bids and opening of the commercials.

Terms & Conditions of Reverse Auction

TRAINING: An agency appointed by The Bank will conduct adequate training to the technically qualified Vendors on the bidding process. The Vendors have to participate in the training at their own cost.

LOGIN NAME & PASSWORD: Every technically qualified Vendor will be assigned a Unique User Name & Password by the agency appointed by The Bank. The Vendors are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by The Bank. All bids made from the Login ID given to the Vendor will be deemed to have been made by the Vendor.

BIDS PLACED BY VENDOR: The bid of the Vendor will be taken as an offer to sell. Bids once made by the Vendor cannot be cancelled. The Vendor is bound to sell the material as mentioned above at the price that they bid.

LOWEST BID OF VENDOR: In case the Vendor submits more than one bid, the lowest bid will be considered as the Vendor's final offer to sell

AUCTION TYPE: The Vendors will be able to view the rank of different vendors. The vendor will not be able to view the current lowest price on the portal.

VISIBLITY TO VENDOR: The Vendor shall be able to view the following on his screen along with the necessary fields:

Rank of other Vendors

Rank of the Vendor

MASKED NAMES: The original names of the Vendors shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by The Bank shall submit the Report to CBI with the original names displayed.

8. GENERAL TERMS & CONDITIONS: Vendors are required to read the "Terms and Conditions" section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.)

9. OTHER TERMS & CONDITIONS:

- The Vendor shall not involve himself or any of his representatives in Price manipulation of
- any kind directly or indirectly by communicating with other Vendors
- The Vendor shall not divulge either his Bids or any other exclusive details of CBI to any
- other party.
- Bank's decision on award of Contract shall be final and binding on all the Vendors.
- Bank can decide to extend, reschedule or cancel any Auction.
- Any changes made by Bank after the first posting will have to be accepted if the vendor
- continues to access the site after that time.
- CBI and the agency shall not have any liability to Vendors for any interruption or delay in
- access to the site irrespective of the cause.
- Bank and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence.
- The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

All the Vendors are required to submit the Reverse Auction process compliance Form after the training program duly signed to CBI. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Vendors.

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Vendor at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Vendor who quotes the lowest Price is declared as the winner of the Auction. A vendor here can revise his bids. The revised price should be lower than the L-1 price at that point of time.

Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by The Bank on the dates mentioned in this document You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by CBI for the reverse auction event. Vendors can bid only lower than the start bid price. Start bid price shall be available to the Vendors during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the vendors during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids:	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of 1 hour duration. In case there is a bid by any vendor within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 90 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	***At the end of reverse auction process, L1 of Reverse Auction will be identified.*** Bank reserves the right to reject any or all the bids without assigning any reason whatsoever.

OTHER IMPORTANT TERMS AND CONDITIONS RELATED TO OUTSOURCING

1. The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
2. The vendor should have a well-documented BCP and Disaster Recovery Plan and also security and control practices.
3. The vendor shall provide a non-disclosure and integrity pact.
4. The vendor 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.
5. The vendor or his employees/personnel engaged by him shall be fully responsible for misuse of the video footages which will be available from the ATM sites.
6. The vendor shall be responsible for the security of the LOG kept in the CMS pertaining to the ATM Surveillance.
7. The vendor shall disclose security breaches if any to the Bank, without any delay.
8. Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank

ANNEX– 9:

BANK GUARANTEE FORMAT FOR EMD

TO

____

____

____

Whereas ____________________ having its registered office at ________________________________ (hereinafter called “the Bidder”) has to submit its bid dated ___________ for the supply and installation of Computer Hardware, Software and Peripherals as specified in Schedule of requirement against Tender Reference NO.___________________________(hereinafter called “the Tender”)

KNOW ALL MEN by these presents that we _______________________ having our Corporate Office at _______________ (hereinafter called “the Bank”) are bound to Central Bank of India, (hereinafter called “The Purchaser”) in the sum of Rs._________ (Rupees ____________________ only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -

a. Fails or refuse to execute the Contract or the Agreement/Forms as required OR

b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

We, ____ under take to pay to the Purchaser up to an amount of Rs.___________(Rupees ______________________ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

1. Our liability under this Bank Guarantee shall not exceed Rs.__________ (Rupees _____________ only)
2. This Bank Guarantee shall be valid up to ___________
3. 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 ___________. After which the bank shall be discharged from its liabilities.

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

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

sd/- --

ANNEX-10:

PERFORMANCE BANK GUARANTEE

To,

_______________,

_______________,

1) In consideration of M/s Central Bank of India having Head Office at Chandermukhi, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to implement Mail Messaging System from M/s _________________ (hereinafter referred to as "Bidder") on the terms and conditions contained in their purchase order No._______ dt._______ (hereinafter referred to as the "Contract"), we ____________________ (Bank) (hereinafter called "the Bank") having its Head Office at _____________________ and a branch interalia at __________________, at the request of the bidder, do hereby guarantee and undertake to pay without demur to the purchaser, forthwith on mere demand, at any time up to __________ any money or moneys not exceeding a total sum of Rs. __________(Rupees ______________ only) as may be claimed by the purchaser to be due from the bidder by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of components as per the terms and conditions of the contract.

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

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

4) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

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

7) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the 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 uncancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the 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) Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rest. _______ (Rupees _______ only);

ii) This Bank Guarantee shall be valid up to ___________; and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before __________ (date of expiry of Guarantee).

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

Date : this ________ day of ____________ 2017 at ____________

For and on behalf of __________________ Bank

sd/ ______________________

ANNEXURE -11 :

Non Disclosure Agreement

This Agreement made at _______________, on this ___________________ day of __________________ 2017.

BETWEEN

_________________________a company incorporated under the Companies Act, 2013 having its registered office at ______________________(hereinafter referred to as "" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

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

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

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the 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.

2. Nondisclosure: 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 Nondisclosure 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 nondisclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

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

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral

discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

10. General: The Receiving Party shall not reverse engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

1-For and on behalf of **CENTRAL BANK OF INDIA**

Name of Authorized signatory:

Designation:

2-For and on behalf of Vendor

Name of Authorized signatory:

Designation:

ANNEX -12:

INTEGRITY PACT

Between
Central Bank of India hereinafter referred to as “The Principal”,
And
…………………………………………… hereinafter referred to as “The Bidder/ Contractor”
Preamble
The Principal intends to award, under laid down organizational procedures, contract/s for……………………………………The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).
In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
Section 1 – Commitments of the Principal
(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
c. The Principal will exclude from the process all known prejudiced persons.
(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.
Section 2 – Commitments of the Bidder(s)/ contractor(s)
(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications,

subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 68-69)

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at
(Page nos. 70-76).

Section 4 – Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

(For & On behalf of the Principal) For & On behalf of the Principal
Bidder / Contractor

(Office Seal)

(Office Seal)

Place_______________	Place_______________
Date________________	Date________________
Witness 1:	Witness 1:
Name & Address	Name & Address
-----------------------------------	________________________
-----------------------------------	________________________
-----------------------------------	_________________________
Witness 2: Name & Address	Witness 2: Name & Address
-----------------------------------	__________________________
-----------------------------------	___________________________
-----------------------------------	___________________________

Annexure – 13:

UNDERTAKING IN RESPECT OF LABOUR LAWS

(Self-Adhesive non-judicial stamp of worth---to be affixed)

From:

M/s. ……………………………………………………………………….(Contractor)

To,

General Manager-IT, Department of Information Technology, Central Bank of India,Sector-11,

Plot Number-26, CBD Belapur, Navi Mumbai-400614, Maharastra.

Sub: (1) Purchase Order No. ………………………….. dt. ……………………….

(2) Agreement No. …………………………… dt. ……………………….

THIS INDEMNITY BOND/UNDERTAKING executed at ……………………this ……………………………day of……………………..2017 by Messer's …………………………………………..hereinafter called the "Contractors" (which expression shall mean and include if the context so admits, his respective heirs, executors and administrators; its successors and assigns in law) in favour of General Manager-IT, Department of Information Technology, Central Bank of India,Sector-11,Plot Number-26, CBD Belapur, Navi Mumbai-400614, Maharastra., herein after called "the Bank" (which expression shall include its successors and assigns in law).

WHEREAS the Bank, desirous of having executed certain work specified in the Purchase order No. ……………………………… dated ………………….. issued by the Bank on the Contractor, has caused drawings, specifications and bill of quantity showing and describing the work to be done prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the Contractors have agreed with the Bank to execute and perform the said work specified in the said Purchase Order upon certain terms and conditions provider in the Agreement executed between the Contractors and the Bank and also contained in the General Conditions of contract.

AND WHEREAS the Contractors are bound by law to comply with the provisions of various Labour Laws like Minimum Wages Act 1948, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act 1979, Contract labour (Regulation and Abolition) Act 1970, Workmen's Compensation Act 1923, Employees State Insurance Act as also the Provident Fund Act providing for Provident Fund Scheme for labourers engaged by the Contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the Contractors but also the Bank as the principal employer becomes liable for the acts of omission and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Bank as staled hereinafter.

1. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in the Bank's authorized officer, where the works is undertaken by the Contractors.

2. Should the above specified statutory act requires registration with the concerned labour authority, the Contractors hereby confirm and state that they will arrange for registration under Contract Labour (Regulation and Abolition) Act 1970 and as amended from time to time and that they undertake to furnish a certified copy of the requisite License obtained from the competent authority to the Bank's representative.

3. The Contractors hereby undertake to keep proper record of attendance of his employee (including labourers/Worker) and will give opportunity to the officers of the Bank to supervise the same and confer upon the Bank's representative the right to countersign the said register. The Contractors shall provide a copy of pay sheets to the officer- in- charge of the Bank, nominated by the Bank for supervision of the payment of wages made to the Employees/labourers by the Contractor and also confer the right on the Bank's representative to supervise the payment of wages to the Employees/labourers/Worker on the places whenever required by the Bank.

4. The Contractor state that they are fully aware of the provisions of the Provident Fund Act. Particularly with regard to the enrolment of labourers/Workers as a member of Provident Fund. The Contractors further confirm that they are aware of the provisions and that they are obliged to recover Provident Fund contribution from the eligible labourers/Workers engaged by them and after adding their own contribution, remit the same to RPFC. The contractors state and confirm that they are fully aware of their obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and that they have obtained a separate code number from the Regional Provident Fund Commissioner which is bearing Sanction No. …………………………… dated …………………….. from RPFC.

5. The Contractors will afford all opportunities to the officers of the Bank whenever required to verify that the Provident Fund is actually deducted by the Contractors from the wages of the Employees/labourers/Workers and the same together with the Contractor's contribution has been duly remitted by the Contractors to the concerned P.F. Commissioners. The Contractors also undertake to provide photocopy of the receipt issued by the concerned P.F. commissioner for having received the P.F. contribution from the Contractors.

6. In the event the Authorized officer of the Bank is not satisfied about the payment of wages made and the recovery of P.F. etc. from the labourers/Workers employed by the Contractors, the Contractors hereby agree and authorized the Bank to withhold the payment of their bills till the contractor's complete all their obligations.

7. Notwithstanding the provisions contained in clause 6 above, the Contractors hereby undertake and authorized the Bank to recover dues payable by the Contractors to the labourers employed by them as also amount on account of P.F. contributions (including the Contractor's contribution) as also all losses, damages, charges, expenses, penalties from their bills and other dues including the security amounts.

8. The Contractors hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the event of any past or future violation of the various labour laws, the contractors shall indemnity and keep the Bank duly indemnified against all losses, damages, costs, charges, expenses, penalties, suits or proceedings which the Bank may incur, suffer or be put to.

9. The contractors hereby agree that the aforesaid indemnity undertakings are in addition to and not in substitution of the terms and conditions contained in the tender documents and the work order and also the Agreement executed by the Contractors with the Bank.

10. The Contractor hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Bank's benefit and for the benefit of its successors and assigns.

11. That all questions, issues, disputes and differences between the contractor and the Bank arising under this indemnity bond undertaking shall be referred to arbitration and applicable provision in the same meaning as indicated in the contract executed between the contractors and the Bank.

Date:

Yours faithfully,

Witness (1) …………………………………………….

(Full address) …………………………………………..

…………………………………………………………..

Witness (2) ……………………………………………..

(Full address) ……………………………………………..

…………………………………………………………..

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

______end of document_______